

**PARTICIPATING ADDENDUM
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BETWEEN
THE STATE OF SOUTH DAKOTA AND AT&T MOBILITY NATIONAL ACCOUNTS LLC
BID NUMBER RFP: #S1907
STATE OF SOUTH DAKOTA CONTRACT NO.: 16371**

This Participating Addendum (the "PA") is made this 13th day of June, 2012 (the "PA Effective Date"), between State of South Dakota ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance ("WSCA"), and the NASPO Cooperative, are parties to that certain Western States Contracting Alliance contract, #S1907, dated March 15, 2012, successor contract to that certain Western States Contracting Alliance contract number 1523, dated October 10, 2006, as amended, successor contract to that certain Western States Contracting Alliance contract number 10-00115, dated June 29, 2001, as amended (the "Contract").

1.2 Participant wants to participate in the Contract pursuant to the terms and conditions of this PA.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this PA (the Contract and the PA, together with all Purchase Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in this PA have the meanings ascribed to them in the Contract.

Section 3. Authorized Participating Entities. Participant hereby designates: all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State of South Dakota, including counties, municipalities and public school corporations within the State of South Dakota as the only authorized Participating Entities under the Agreement.

Contractor may, at its discretion, extend pricing from this PA to Indian tribal governments and non-profit organizations in South Dakota. Any such sales made to Indian tribes and non-profit organizations will be included in any required reports and will be subject to the WSCA administrative fee.

Section 4. Purchase Orders. Participating Entity(ies) must issue purchase orders hereunder that reference both Master Agreement #S1907 and the PA. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. Notwithstanding the foregoing, purchase orders submitted that do not properly reference the Master Agreement number and/or the Participating Addendum may be accepted, at AT&T's sole discretion, if AT&T can reasonably ascertain that such purchase order was properly authorized and intended for use with the Participating Addendum. In such instances, the corresponding purchase order will be similarly valid and binding.

Section 5. Primary Contacts.

Participant:

Name: Margie Newling
Title: State of South Dakota
Bureau of Information and Telecommunications
Division of Telecommunications

Address: 700 Governor's Drive
Pierre, SD 57501

Telephone: (605) 773-7532
Fax Number: (605) 773-3741
E-Mail: Margie.Newling@state.sd.us

Lead State:

Name: Teri Smith
Title: Purchasing Officer
Address: 515 E. Musser St., Suite 300
Carson City, NV 89701
Telephone: 775-684-0178
Fax Number: 775-684-0188
E-Mail: tsmith@admin.nv.gov

Contractor Account Team:

Name: Erich Weeks
Title: Account Manager
Address: 2535 E 40th – Floor 1
Denver, CO 80205
Telephone: 303-391-7330
E-Mail: ew383u@att.co

Contractor Main:

Name: Twila Lively
Title: Manager, Sales Operations
Address: 2600 Camino Road
San Ramon, CA 94583
Telephone: (925) 487-9945
Fax Number: (510) 261-2155
E-Mail: twilalively@att.com

Section 6. Authority. By signing below, the corresponding Party's representative represents that such person is duly authorized by Contractor or Participant, as applicable, to execute this PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and WSCA to participate in the Agreement.

Section 7. Miscellaneous.

7.1 American Recovery and Reinvestment Act of 2009 ("ARRA"). If or when Contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, Contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or sub-recipients of ARRA funds. Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the Participating Entity for payment. Contractor will provide the required report, if any, to the Participating Entity with the invoice presented to the Participating Entity for payment. Contractor, as it relates to purchases under the Contract, is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines, and assumes no responsibilities under ARRA beyond those required of a vendor.

7.2 Employee Benefit Program. Participating Entity(ies) will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

Section 8. Notice of Administration Fees. Participant and any and all other Participating Entities under this PA are hereby on notice of the following administration fees being paid by Contractor under the Contract.

- **WSCA.** Contractor has included in the price offered a WSCA Administration Fee of 1/10th of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

Section 9. Order of Precedence. The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising this Agreement, the following order of precedence will control: (a) this PA; (b) the Master Agreement; and (c) any Purchase Order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

Section 10. Additional Terms and Conditions. The Parties acknowledge and agree to the additional terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 11. Entire Agreement. The Agreement sets forth the entire agreement between the Parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement shall not be added to or incorporated herein by any subsequent purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the Parties have executed this PA as of the PA Effective Date.

STATE OF SOUTH DAKOTA

By: Steven L. Berg
, duly authorized

Name: Steven L. Berg

Title: Director, Office of Procurement Management

Date: 6/13/2012

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: Linda J. Cottingham
, duly authorized

Name: Linda J. Cottingham

Title: Contract Manager

Date: 6/13/12

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

1. **Assignment of Anti-trust Claims.** Contractor hereby agrees to convey, assign and transfer to Participant all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States, 15 U.S.C.A. §1, et seq. (1973), and under the antitrust laws of the State of South Dakota, SDCL 37-1, and amendments thereto, relating to the particular goods, services and materials purchased by Participating Entities in connection with this PA.

2. **Recurring Credits.** Provided Participant remains in compliance with all of the terms and conditions of the Participating Addendum, and subject to the restrictions set forth in this §2.1, Contractor will provide Participant the monthly recurring Service credits described in Table 2.1 below (each, a "Recurring Credit"). Recurring Credits are applied before the Service Discount. Recurring Credits are only available to the Participant's CRUs who (a) activate or migrate Service on the corresponding Plan or Messaging Bundle, and (b) remains on Service under such Plan or Messaging Bundle at the time the Recurring Credit is applied. Recurring Credits are not available to IRUs.

Table 2.3
RECURRING CREDITS

PLAN OR MESSAGING BUNDLE	MONTHLY RECURRING CREDIT
GOV GSM National Pooled Plan 100 with a MSC of \$30.00	\$4.00
GOV GSM National Pooled Plan 300 with a MSC of \$39.00	\$3.64
GOV GSM National Pooled Plan 600 with a MSC of \$53.00	\$3.08
GOV GSM National Pooled Plan 1000 with a MSC of \$70.00	\$2.40
Messaging Bundle 200 with a MSC of \$5.00 when combined with a Voice Service Plan with an MSC of \$30.00 or higher and maintained on the same device	\$2.00

**AMENDMENT TO PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #S1907**

PARTICIPANT: STATE OF SOUTH DAKOTA CONTRACT NO: 16371

This Amendment No. 1 ("Amendment 1") is entered into as of 18th day of January, 2018 (the "Amendment 1 Effective Date") by and between the STATE OF SOUTH DAKOTA ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA"), are parties to that certain wireless communication services and equipment contract, #1907, dated March 15, 2012, as amended (the "Contract" or "Master Service Agreement").

1.2 In connection with the Contract, Participant and Contractor entered into a Participating Addendum dated June 13, 2012, as amended (the "PA").

1.3 Participant and Contractor intend to make certain changes to the PA pursuant to the terms and conditions of this Amendment 1.

Section 2. Agreement. In consideration of the recitals set forth in §2 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this Amendment 1. Unless otherwise defined, capitalized terms in this Amendment 1 have the meanings ascribed to them in the Contract and the PA. At times, the Contract, the PA, and this Amendment 1 are referred to collectively herein as the "Agreement."

Section 3. Custom FirstNet Mobile Plans. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §3 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the custom FirstNet Mobile Plans described herein (the "Custom FirstNet Mobile Plans"). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are not available to IRUs. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans' corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §3 and the applicable Sales Information, this §3 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participant's account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers.

TABLE 3.1
CUSTOM FIRSTNET MOBILE PLANS-UNLIMITED PLANS

FIRSTNET-Voice Only	Standard (2-Year List Pricing)	Approved Pricing
FIRSTNET Feature Phone Unlimited Voice	\$31.00 per month per device	\$24.99 per month per device
FIRSTNET Smartphone Bundles (Voice/Data/Text)		
Unlimited Standard for Smartphones	\$50.00 per month per device	\$41.99 per month per device
Unlimited Enhanced for Smartphones	\$60.00 per month per device	\$51.99 per month per device
Unlimited Data-(Data only Devices)	\$40.00 per month per device	\$36.80 per month per device

*The corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in Table 3.1 will be achieved via application of a modifier also reflected on the invoice.

Section 4. Custom ePTT (Enhanced Push to Talk) Mobile Plans. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §4 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the Custom ePTT Mobile Plans described herein (the "Custom ePTT Mobile Plans"). The Custom ePTT Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding ePTT Mobile Plan. The Custom ePTT Mobile Plans are not available to IRUs. In accordance with the Agreement, the Custom ePTT Mobile Plans are subject to the applicable, standard Custom ePTT Mobile Plans corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §4 and the applicable Sales Information, this §4 will control. Notwithstanding the foregoing, the Custom ePTT Mobile Plans will be provided only if Participant's account is active and in good standing with respect to the applicable CRU. The Custom ePTT Mobile Plans are not eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers.

TABLE 4.1
CUSTOM ePTT (ENHANCED PUSH TO TALK) MOBILE PLANS

Enhanced Push to Talk	Standard (2-Year List Pricing)	Approved Pricing
ePTT only Feature Phone	\$22.00 per month per device	\$18.00 per month per device
ePTT Add-On Voice Plans	\$5.00 per month per device	\$2.00 per month per device

*The corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in Table 4.1 will be achieved via application of a modifier also reflected on the invoice.

Section 5. Activation Credit. AT&T will provide Participant a one time \$100 activation credit for any new CRU activation that activates Service on any 2- year CRU Service Commitment Term with a corresponding FirstNet Smartphone Plan with a monthly reoccurring charge of \$50 per month or greater. This offer will be available for one hundred and eighty (180) days after the effective date of this Amendment 1. Credits will be applied with within two (2) billing cycles following the issuance of the credit and the CRU must be active and on service to receive the credit.

Section 6. Restatement of Agreement. The terms and conditions of the PA, as modified by this Amendment 1, are hereby restated and ratified by Contractor and Participant. All such terms and conditions are and will continue to remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment 1 as of the Amendment 1 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLCBy: Jack WildermuthName: Jack WildermuthTitle: Senior Contract ManagerDate: 1/19/2018**STATE OF SOUTH DAKOTA**By: Steven L. BergName: Steven L. BergTitle: Director of ProcurementDate: 1/18/2018