

**AMENDMENT NO. 3 TO PARTICIPATING ADDENDUM  
UNDER THE  
NASPO VALUEPOINT  
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT  
BID NUMBER RFP: #1907**

**PARTICIPANT: STATE OF NEBRASKA  
55001 04**

This Amendment No. 3 ("Amendment 3") is entered into as of May 21, 2018 (the "Amendment 3 Effective Date") by and between the State of Nebraska ("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 February 1, 2013, 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 3.

**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 Amendment 3. Unless otherwise defined, capitalized terms in this Amendment 3 have the meanings ascribed to them in the Contract and the PA. At times, the Contract, the PA, and this Amendment 3 are referred to collectively herein as the "Agreement."

**Section 3. Custom FirstNet Mobile Plans -Subscriber Paid.** In addition to FirstNet Mobile Plans available to Participant and its Corporate Responsible User (CRUs), AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participant hereby authorizes AT&T to provide such individuals with the discounts set forth in §3 (the "Custom FirstNet Mobile Subscriber Paid Plans"). Participant must remain eligible for the Custom FirstNet Mobile Plans described in Amendment 2 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to Participant, its CRUs, or its Individual Responsible User (IRUs). For all Custom FirstNet Mobile Subscriber Paid Plans, 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 the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 3.2.1  
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID\* PLANS – RESPONDER PLANS**

	For use with Feature Phone 100MB
<b>Monthly Service Charge</b>	\$12.99

\*Subscriber paid = Users are individuals who are either (a) employees of a Primary User Public Safety Entity, or (b) authorized, active auxiliary personnel affiliated with a Primary User Public Safety Entity who provides services or performs functions on an occasional, volunteer basis, that support the Public Safety Entity in the areas of law enforcement, fire protection, or emergency medical services.

**TABLE 3.2.2  
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS**

	Unlimited Smartphone Plan (without tethering)	Unlimited with Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
<b>Monthly Service Charge</b>	\$41.99	\$51.99	\$36.80

**Section 4. Restatement of Agreement.** The terms and conditions of the PA, as modified by this Amendment 3, 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 3 as of the Amendment 3 Effective Date.

**STATE OF NEBRASKA**

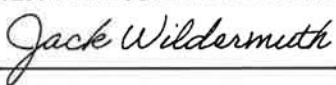
By: 

Name: David Zwart

Title: AS Materiel Administrator

Date: 5/21/18

**AT&T MOBILITY NATIONAL ACCOUNTS LLC**

By: 

Name: Jack Wildermuth

Title: Senior Contract Manager

Date: 5/14/18