

**AMENDMENT TO PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #1907**

PARTICIPANT: STATE OF MAINE

This Amendment No. 5 ("Amendment 5") is entered into as of February 5, 2018 (the "Amendment 5 Effective Date") by and between State of Maine ("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 August 27, 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 5.

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 5. Unless otherwise defined, capitalized terms in this Amendment 5 have the meanings ascribed to them in the Contract and the PA. At times, the Contract, the PA, and this Amendment 5 are referred to collectively herein as the "Agreement."

Section 3. Custom Plans.

3.1 **Custom FirstNet Mobile Plans – Agency Paid.** 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 in §3.1 (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 or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans. 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 are incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §3.1 and the applicable Sales Information, this §3.1 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. For all Custom FirstNet Mobile 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 3.1.1
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

Version	Add -a-Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with a subsidized device	\$35.88 MSC	\$44.62 MSC	\$56.12 MSC	\$227.24 MSC	\$397.44 MSC	\$1782.04 MSC	\$3405.84 MSC

*MSC means Monthly Service Charge

**TABLE 3.1.2
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

Add-a-Line For use with a subsidized device	\$25.99 Monthly Service Charge
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**TABLE 3.1.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

Version	Add -a-Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with a subsidized device	\$20.24 MSC	\$25.99 MSC	\$32.99 MSC	\$211.60 MSC	\$381.80 MSC	\$1766.40 MSC	\$3390.20 MSC

*MSC means Monthly Service Charge

**TABLE 3.1.4
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

Version	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-only Devices
Monthly Service Charge	\$49.99	\$39.99	\$37.99

**TABLE 3.1.5
CUSTOM FIRSTNET ENHANCED PUSH TO TALK PLANS**

Unlimited FirstNet Enhanced PTT Only Plan For Feature Phones	\$18.00 Monthly Service Charge per device
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**TABLE 3.1.6
CUSTOM FIRSTNET ENHANCED PUSH TO TALK PLANS**

Unlimited FirstNet Enhanced PTT Add-On For Smartphones, Feature Phones, and Tablets	\$2.00 Monthly Service Charge per device
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3.2 Custom FirstNet Mobile Plans – Subscriber Paid. In addition to FirstNet Mobile Plans available to Participant and its 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 §3.2 (the "Custom FirstNet Mobile Subscriber Paid Plans"). Participant must remain eligible for the Custom FirstNet Mobile Plans described in §3.1 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 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**

Version	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	\$24.62	\$36.12	\$13.99	\$15.99	\$22.99

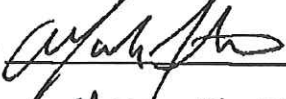
**TABLE 3.2.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS**

Version	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
Monthly Service Charge	\$39.99	\$49.99	\$37.99


Section 4. Restatement of Agreement. The terms and conditions of the PA, as modified by this Amendment 5, 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 5 as of the Amendment 5 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: 
 Name: MARK FLISTER
 Title: SR. CONTRACT MANAGER
 Date: 02/15/2018

STATE OF MAINE

By: 
 Name: Terry DeMerchant
 Title: Procurement Analyst Manager
 Date: 2/15/18