



Commonwealth of Virginia
Virginia Information Technologies Agency

WIRELESS TELECOMMUNICATIONS PRODUCTS & SERVICES

Date: July 7, 2016

Contract #: VA-090512-ATM

Authorized User: All public bodies, including VITA, and all Commonwealth Agencies as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*

Contractor: AT&T Mobility LLC
7229 Parkway Drive
Hanover, MD 21076

FIN: 74-2955068

Contact Person: Jason S. Carlo, Account Manager, Supplier Contact
Voice: 703-286-9856
Fax: 877-326-3197
Email: jc248t@att.com

Term: July 1, 2016 – June 30, 2017

Payment: Net 30 days

Pricing: Exhibit A

TSO Template Exhibit C

For Additional Contract Information, Please Contact:
Virginia Information Technologies Agency
Supply Chain Management

J. B. Edmonds
Phone: 804-416-6162
E-Mail: joseph.edmonds@vita.virginia.gov
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.

VA-090512-ATM
CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Amendment 1 adds additional terms and conditions to the contract including iPhone Solution and Equipment	09/11/09
2	Amendment 2 replaces original Exhibit A-1 with the revised Exhibit A-1 attached to Amendment 2	11/05/09
3	Mod 3 reduces the monthly rate charge to \$69.99 per month and notes that the unlimited rate plan is not discounted	02/22/10
4	Amendment 4 modifies the iPhone Solution and Equipment terms and conditions and adds additional terms and conditions	09/08/10
5	Amendment 5 incorporates iPad Solution terms and conditions (Exhibit A) and adds iPad Equipment and Pricing (Exhibit B)	03/03/11
6	Mod 6 extends contract term and adds additional terms & conditions	06/30/11
7	Amendment 7 replaces Exhibit A-1 with the revised Exhibit A-1 attached to Amendment 7.	09/07/11
8	Amendment 8 outlines changes made to the terms and conditions and extends the contract term.	12/15/11
9	Amendment 9 adds Good Technologies Licenses to the contract	01/26/12
10	Amendment 10 reinstates terms and conditions and adds additional standard and custom plans to the contract.	03/04/12
11	Amendment 11 adds Custom NetMotion Wireless services to the contract	06/25/12
12	Mod 12 extends thru 7/31/12	07/01/12
13	Mod 13 adds unlimited data to the contract	07/09/12
14	Mod 14 extends contract term	08/01/12
15	Mod 15 changes iPad Data Plans	08/06/12
16	Mod 16 is to fix DataConnect pricing and give all users unlimited messaging at no charge	12/05/12
17	Mod 17 extends contract term thru 7/31/13	07/01/13
18	Mod 18 extends the contract thru 6/30/14 and updates the International Rate Plans	08/01/13
19	Amendment 19 adds additional terms and conditions to the contract including the AT&T Campus Guide Plus Sales	12/30/13
20	Amendment 20 adds AT&T Messaging Toolkit custom offer product	3/12/14
21	Amendment 21 extends contract through 8/31/14	07/01/14
22	Mod 22 adds custom business messaging unlimited features	07/22/14
23	Amendment 23 extends contract through 9/30/14	08/29/14
24	Amendment 24 adds terms and conditions for EPTT, new plans clarifications, custom offers, contract extensions and restatement of contract.	10/01/14
25	Updates supplier contact information	10/30/14
26	Amendment 25 adds Wireless Priority Service	11/05/14
27	Amendment 27 extends contract term through 6/30/2016	07/01/15
28	Amendment 28 added Agreement, AT&T International Roaming Plans, and restatement of Contract	10/29/15
29	Amendment 29 extends contract term thru 6/30/17	07/01/16

**AMENDMENT #29
TO
CONTRACT NUMBER VA-090512-ATM
BETWEEN THE
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA
AND
AT&T MOBILITY NATIONAL ACCOUNTS LLC**

This MODIFICATION is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and AT&T Mobility National Accounts LLC ("AT&T") hereinafter referred to as "Contractor," relating to the modification of Contract VA-090512-ATM, as amended.

1. This Modification documents both parties' agreement to extend the contract term to June 30, 2017.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090512-ATM and cannot be modified, nor additional Terms and Conditions added, except by a writing signed by duly authorized representatives of both parties.

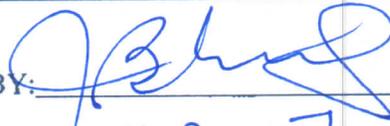
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

BY: 
NAME: MAZIE FLISTER
TITLE: SR. CONTRACT MANAGER
DATE: 6/28/2016

COMMONWEALTH OF VIRGINIA

BY: 
NAME: J. B. Edmonds
TITLE: Telecommunications Mgr.
DATE: 6/29/2016

**AMENDMENT #28
TO
CONTRACT NUMBER VA-090512-ATM
BETWEEN THE
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA
AND
AT&T MOBILITY NATIONAL ACCOUNTS LLC**

This Amendment No. 28 ("Amendment 28") is entered into as of October 29, 2015 (the "Amendment 28 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA") (VITA and AT&T are, at times, referred to herein individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009, as amended (the "Contract").

1.2 AT&T and VITA intend to make certain changes to the Contract in accordance with the terms and conditions of this Amendment 28.

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, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 28. Unless otherwise defined, capitalized terms in this Amendment 28 have the meanings ascribed to them in the Contract.

Section 3. AT&T International Roaming Plans. Provided VITA is in full compliance with the terms and conditions of the Contract, and this Amendment 28 including, without limitation, the AT&T International Roaming Sales Information attached hereto and incorporated herein by reference as Exhibit A (the "AT&T International Roaming Sales Information"), AT&T will provide VITA, its Subscribers, and their qualified employees with the AT&T International Roaming Plans ("AT&T International Roaming Plans"). AT&T International Roaming Plans are NOT eligible for the MSC Service Discount. In accordance with the Contract, AT&T International Roaming Plans are subject to the terms and conditions of the AT&T International Roaming Sales Information to the extent they do not conflict with heretofore agreed upon contract language pertaining to International Roaming.

Section 4. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 28, are hereby re-stated and ratified by AT&T and VITA. 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 28 as of the Amendment 28 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

**VIRGINIA INFORMATION TECHNOLOGIES
AGENCY ON BEHALF OF THE
COMMONWEALTH OF VIRGINIA**

BY: 
NAME: MARK FLISTER
TITLE: SR. CONTRACT MANAGER
DATE: 10/27/2015

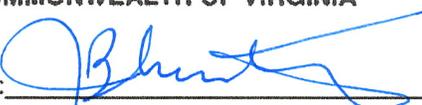
BY: 
NAME: J.B. Edmonds
TITLE: Wireless Contracts Mgr
DATE: 10/29/15

EXHIBIT A

**[A TRUE AND CORRECT COPY OF THE CURRENT AT&T INTERNATIONAL ROAMING SALES INFORMATION
IMMEDIATELY FOLLOWS THIS PAGE]**

AT&T International Roaming

When you are traveling outside the U.S.

For Cell Phones

AT&T PassportSM Packages

AT&T Passport¹ is our best-ever value for international travel that includes unlimited messaging and Wi-Fi, data and affordable calling rates in one convenient package.

For a one-time charge, select an AT&T Passport package with rates that are valid for 30 days and expire automatically. Or, frequent travelers can enjoy the same rates with an AT&T Global package¹ for a monthly recurring charge. The packages can be used in over 150 countries. For a complete list of countries, visit att.com/globalcountries.

Best-ever value¹

AT&T Passport Packages ¹			
	Passport	Passport Plus	Passport Pro
Price	\$30	\$60	\$120
Messages Sent (Text, Picture, Video)	Unlimited	Unlimited	Unlimited
Wi-Fi ² For iOS®/Android™ Devices	Unlimited	Unlimited	Unlimited
Talk	\$1/min	50¢/min	35¢/min
Cellular Data	120 MB	300 MB	800 MB
Cellular Data Coverage	25¢/MB	20¢/MB	15¢/MB

AT&T PassportSM packages: Compatible device with domestic postpaid wireless service (voice, text & data) required. Includes talk, text & data coverage in over 150 countries. Actual data speeds vary by device/location. Includes Wi-Fi access at participating hotspots in over 35 countries. Must download AT&T Passport app and register to access hotspots. Countries listed at att.com/globalcountries. Requires one-time charge and package is valid for 30 days. Pay-per-use rates apply without package, when package expires, or when in excluded countries. Restrictions apply. See package details below.

AT&T Canada and Mexico Travel Minutes³

For travelers needing to make and receive calls when traveling in Canada or Mexico, choose from one of our Travel Minutes packages.

Canada and Mexico Travel Minutes ³		
Monthly Price	Included Minutes	Per-Minute Coverage
\$30	80 (38¢/min)	50¢
\$60	200 (30¢/min)	50¢
\$120	500 (24¢/min)	50¢

Without the package, the pay-per-use rate in Canada and Mexico is \$1/min.

AT&T has the best global coverage

Coverage claim based on roaming in more countries than any U.S. carrier.

AT&T Nation with Canada and Viva Mexico Plans

If you travel or call frequently to Canada or Mexico, you get the benefit of AT&T domestic service, plus no long distance or roaming charges for voice calls between the U.S. and Canada or the U.S. and Mexico*. For AT&T Nation[®] with Canada or AT&T Viva MexicoSM rate plan options, visit att.com/global.

*Texting and data are excluded.

¹**AT&T PassportSM packages:** One-time charge applies. Packages are valid for 30 days beginning on the chosen effective date, may cross 2 bill cycles, and expire automatically. Packages will not be prorated if canceled on or after the chosen effective date. Packages canceled prior to chosen effective date will not incur the one-time charge. After expiration, you may purchase a new package or pay-per-use rates will apply. **AT&T GlobalSM packages:** Monthly recurring charge applies. 3-month minimum required. **General Package Terms:** Compatible device with domestic postpaid wireless service required. **Countries:** Includes talk, text and data coverage in over 150 countries. Includes Wi-Fi access at participating hotspots in over 35 countries. Countries listed at att.com/globalcountries. **Wi-Fi:** To use Wi-Fi you must have a compatible device and must first download AT&T Passport app and register to access participating hotspots. Data rates may apply for download and usage. **Data:** Actual data speeds vary by device and location. Included data usage is calculated in full-kilobyte increments and rounded up to the next full-kilobyte increment. **Additional data:** Overage \$.25/MB on 120MB plan, \$.20/MB on 300MB plan, \$.15/MB on 800MB plan. Overage data usage is calculated in full-kilobyte increments and rounded up to the next full-megabyte when your bill cycle ends. AT&T Global package data allowance must be used in billing period provided or will be forfeited. **Unlimited texting:** Applies only to direct communication between two people and includes messages sent using AT&T's SMS and MMS and not to other messaging services or applications. Messages received are charged at domestic messaging rates. **Talk:** Package includes discounted rates for calls made and received in over 150 countries. **Pay-Per-Use Rates:** Apply when package expires, when traveling in countries excluded, or when you have not purchased a package. **General:** Coverage not available in all areas. Countries and rates are subject to change. Services while roaming are not guaranteed. Certain eligibility restrictions apply which may be based on service tenure, payment history and/or credit. For additional restrictions, rates and details, see att.com/passport and att.com/wirelesslegal (for business/govt customers, att.com/abs-addtl-terms).

²Requires download and activation of AT&T Passport app. Available for iPhone® and iPad®, Android smartphones with OS 2.2 or higher, and Android tablets with OS 3.2 or higher at participating international hotspots within select countries. See att.com/intlwifi for a list of countries and more information.

³**AT&T Canada and Mexico Travel Minutes packages:** One-month minimum required. If you remove the package before your monthly bill cycle ends, the included monthly minutes allotment will be reduced proportionately. Package and overage rates apply to calls made and received within applicable region only. Usage outside of the region will be charge at applicable pay-per-use rate.



AT&T International Roaming

For Tablets and Laptops

AT&T Passport DataSM Packages

AT&T Passport Data⁴ is our best-ever value for international travel that includes unlimited Wi-Fi with data at affordable rates in one convenient package. For a one-time charge, select an AT&T Passport Data package with rates that are valid for 30 days and expire automatically. Or, frequent travelers can enjoy the same rates with an AT&T Global Data package⁴ for a monthly recurring charge. The packages can be used in over 150 countries. For a complete list of countries, visit att.com/globalcountries.

AT&T Passport Data Packages ⁴			
	Passport Data	Passport Data Plus	Passport Data Pro
Price	\$30	\$60	\$120
Wi-Fi ² For iOS/Android Devices	Unlimited	Unlimited	Unlimited
Cellular Data	120 MB	300 MB	800 MB
Cellular Data Overage	25¢/MB	20¢/MB	15¢/MB

AT&T Passport DataSM packages: Compatible device with domestic postpaid wireless service (voice, text & data) required. Includes data coverage in over 150 countries. Actual data speeds vary by device/location. Includes Wi-Fi access at participating hotspots in over 35 countries. Must download AT&T Passport app and register to access hotspots. Countries listed at att.com/globalcountries. Requires one-time charge and package is valid for 30 days. Pay-per-use rates apply without package, when package expires, or when in excluded countries. Restrictions apply. See package details below.

International Prepaid Data Packages

If you are a customer who receives a monthly bill, you can still get a prepaid data package for your laptop, netbook or tablet. So, you can prepay for only the data you'll need while you're abroad in more than 150 countries (domestic prepaid data required). For a list of countries, visit att.com/globalcountries. Wi-Fi is not included.

- Apple® iPad customers must buy directly from their device. Tap **Settings > Cellular Data View Account**. Then log in to your account and select **Add International Plan** to view options.
- For laptops, netbooks and other tablets, visit att.com/buyasession.



Pay-Per-Use Rates

Pay-per-use rates apply without a package, when traveling in countries not included in a package or when a package expires.

⁵For a list of countries, visit att.com/ppucountries.

Pay-Per-Use Rates		
	Country	Price
Talk	Canada/Mexico	\$1.00/min
	Europe ⁵	\$1.50/min
	Rest of World ⁵	\$2.50/min
Messages Sent		50¢/text; \$1.30/picture/video
Data	Canada	1.5¢/KB
	Rest of World	1.95¢/KB

Know Before You Go

Follow these tips before you leave the U.S.:

1. Visit att.com/travelguide to see if service is available where you'll be traveling and if your wireless device is compatible.
2. Verify that your wireless account is set up for International Roaming by calling 866.MOBILITY.
3. For dialing instructions, country lists, pay-per-use and discounted rates and more, visit att.com/global.
4. For information on how to keep charges predictable when using data abroad, visit our travel tips at att.com/wirelesstraveltips.

⁴**AT&T Passport DataSM packages:** One-time charge applies. Packages are valid for 30 days beginning on the chosen effective date, may cross 2 bill cycles, and expire automatically. Packages will not be prorated if canceled on or after the chosen effective date. Packages canceled prior to chosen effective date will not incur the one-time charge. After expiration, you may purchase a new package or pay-per-use rates will apply. **AT&T GlobalSM Data packages:** Monthly recurring charge applies. 3-month minimum required. **General Package Terms:** Compatible device with domestic postpaid wireless service required. **Countries:** Includes data coverage in over 150 countries. Includes Wi-Fi access at participating hotspots in over 35 countries. Countries listed at att.com/globalcountries. **Wi-Fi:** To use Wi-Fi you must have a compatible device and must first download AT&T Passport app and register to access participating hotspots. Data rates may apply for download and usage. **Data:** Actual data speeds vary by device and location. Included data usage is calculated in full-kilobyte increments and rounded up to the next full-kilobyte increment. **Additional data:** Overage \$.25/MB on 120MB plan, \$.20/MB on 300MB plan, \$.15/MB on 800MB plan. Overage data usage is calculated in full-kilobyte increments and rounded up to the next full-megabyte when your bill cycle ends. AT&T Global package data allowance must be used in billing period provided or will be forfeited. **Pay-Per-Use Rates:** Apply when package expires, when traveling in countries excluded, or when you have not purchased a package. **General:** Coverage not available in all areas. Countries and rates are subject to change. Services while roaming are not guaranteed. Certain eligibility restrictions apply which may be based on service tenure, payment history and/or credit. For additional restrictions, rates and details, see att.com/passport and att.com/wirelesslegal (for business/govt customers, att.com/abs-addtl-terms).



AT&T International Roaming

What to Know Before You Travel Abroad

Q. How do I get International Roaming Services added to my account?

- A.** You may contact your sales representative or call Customer Care at 866.MOBILITY. Say you are interested in activating International Roaming Services on your account.

To activate online go to att.com/myatt, log in and select – I want to... **Manage my plan & services**. Next, click **Add or change a service**. Review the International Roaming Services offer list, and select the packages that meet your needs.

Certain restrictions apply.

Q. Is a special phone required to roam internationally?

- A.** A phone that can operate on frequencies available outside the U.S. is required. Most AT&T devices are world-capable and can operate on foreign frequencies of 1800MHz and 900MHz.

If you are traveling to Japan or South Korea, you will need a phone that operates on 3G technology at 2100 MHz. Check your device specifications for frequencies supported or visit att.com/travelguide to verify your device will operate in the countries to which you are traveling.

Q. What is required for AT&T customers to roam internationally at LTE speeds?

- A.** There are two requirements:
1. An LTE network must be commercially available to AT&T customers roaming in the visited country. As new carriers become available, AT&T will provide that information at att.com/globalcountries.
 2. Your device must be LTE-capable and compatible with the frequency (band) over which LTE is deployed on the foreign network. To see if an LTE device can support access to LTE networks in countries visited, use the AT&T Travel Guide at att.com/travelguide.

If LTE is not available or your world-capable LTE device does not support the LTE frequency band(s) required, you will automatically attach to the network with the next fastest data speed, typically 4G or 3G.

Q. What do I do upon arrival abroad to make or receive calls?

- A.** If you have activated international roaming service and turned on your wireless phone abroad, it will automatically search for a wireless network. Registration usually occurs within 30-40 seconds. When the name or network number of the local operator is displayed, your phone should be ready to use.
- To manually place a call or send a message back to the U.S., simply dial “+” (1) (area code) (number).
 - To manually call or send a text to another country, dial “+”, followed by the country code and local number.

With most devices, the “+” sign will appear if you press and hold the “0” key.

Q. Can I use my wireless phone while on a cruise?

- A.** Yes. AT&T offers wireless calling, messaging, and data service on more than 250 major cruise ships. Pay-per-use rates apply for usage while on board the ship. Discount packages are now available for customers taking cruises on Royal Caribbean International®, Azamara Club Cruises®, and select Celebrity Cruises® ships. For details, check att.com/cruiseships.

Q. Does 911 work outside the U.S.?

- A.** The 911 emergency number is unique to the U.S.; however, some foreign carriers do support it. In many European countries, the emergency number for police, fire, or

ambulance is 112. Outside Europe, emergency numbers will vary by country. You should learn the emergency number for the country you are visiting before you leave the U.S.

Q. How do I charge my phone while abroad?

- A.** Like any other appliance, you will need a plug adapter to charge your phone in the countries you are visiting. Universal plug adapters are available for purchase at many retailers before you leave the U.S.

Q. What about talking on the phone or texting while driving?

- A.** In some countries, using a wireless device while driving is strictly prohibited. Contact the local tourist information office for regulations that may apply. Texting while driving just isn't safe. It can wait.

Q. What if my device is lost or stolen while abroad?

- A.** While traveling abroad, you should be especially careful to secure your phone, to prevent it from being stolen. If your device or SIM card is lost or stolen, please notify AT&T immediately.

How to Make a Call/Send a Text/Retrieve Voicemail While Abroad

Q. How do I place a call or send a text, picture or video message back to the U.S. (or to someone with a U.S. number who is traveling with me)?

- A.** Enter “+” then “1” followed by the area code and the number you are contacting. With most devices, the “+” sign will appear if you press and hold the “0” key.

For calls or messages to another country, dial “+” (country code) (local number).

Q. How do I check voicemail messages while roaming abroad?

- A.** You retrieve visual voicemail messages just like you would in the U.S. If you need to dial into a voice mailbox:
1. Press and hold the voicemail retrieval key on your phone (this is typically the “1” key).
 2. Interrupt your personal greeting by pressing the “*” key and enter your voicemail password.[†]

Important Note: In some cases, you may reach the main voicemail system greeting. If so, just enter your 10-digit AT&T wireless phone number, then follow step 2.

[†]You can reset your password by calling Customer Care at 800.331.0500 (in U.S.) or +1.916.843.4685 (outside U.S.) or you may change it by accessing att.com/myatt.

To change your password online:

- Log in to att.com/myatt.
- Under **I want to**, select **Manage my profile** and **Reset voicemail password**.
- On the next page, click **Submit**.
- A text message will be sent to your phone with the new voicemail password.

Charges While Traveling Abroad

Q. How am I charged for calls made and received while traveling abroad?

- A.** You will incur a flat, per-minute, roaming airtime charge for calls placed and received while traveling abroad. Calls are rounded up to the next full minute. International calling is not included as part of your domestic service. Additional charges may apply for emergency or directory assistance calls.



Q. How am I charged for sending and receiving text messages outside the U.S.?

A. International roaming rates apply for messages SENT while abroad, and your domestic messaging rate applies to messages RECEIVED while outside the U.S. International messaging is not included as part of your domestic messaging service.

Q. How am I charged for data usage outside the U.S.?

A. International roaming data rates apply for usage outside our domestic coverage area. International data usage is not included as part of your domestic data plan.

Q. How am I charged for voicemail calls while roaming internationally?

A. Voicemail calls are charged as follows:

When your device is on:

- Calls you do not answer that are routed to the AT&T voicemail system will be charged as international roaming incoming calls to your device. Calls are rounded up to the next minute.
- In addition, the foreign carrier's routing of that call to the AT&T voicemail system may generate an outgoing call charge from your device's location to the U.S.
- These charges apply even if the caller disconnects from the voicemail system without leaving a message.

If your device is turned off or in flight or airplane mode and the wireless network is off:

- When someone tries to call you, the call will go directly to your personal voicemail greeting.
- Since the network does not try to deliver the call to you in a foreign country, there are no international roaming charges.

When receiving Visual Voicemail messages:

- Visual Voicemail messages received when roaming outside of the U.S. will be charged at international roaming data rates, either at the international pay-per-use data rate or against your international data package.

Using Data and Wi-Fi Abroad

Q. Can I send text messages and access data services while traveling abroad?

A. Text messaging is typically available in all countries in which AT&T has international voice roaming service – more than 225 countries. Picture/video messaging and data services are available in more than 210 countries.

Q. How can I manage my data charges when I use my device outside the U.S.?

A. Here are some easy ways to help you manage international data charges when you travel abroad:

1. Purchase an international package before traveling abroad. Visit att.com/passport for rates, restrictions and other details.
2. Track your data usage while traveling with your device's usage tracker, if available.
3. Disable apps running in the background if you don't need them while traveling abroad.
4. For more tips, visit att.com/wirelesstraveltips.

Q. What is the AT&T Passport app?

A. The AT&T Passport app is a downloadable application for iPhone®, iPad®, and Android™ devices that enables customers with qualifying international packages to connect to participating international Wi-Fi hotspots in over 20 countries.

Note: Participating Wi-Fi hotspots are available in select countries. For more details, visit att.com/intlwifi before traveling.

Q. How do I sign up for the AT&T's International Wi-Fi service?

A. To get AT&T international Wi-Fi service, you must have a qualifying international package. We recommend you activate one of the AT&T Passport/AT&T Passport Data or AT&T Global/AT&T Global Data packages. You will receive an SMS link to download the AT&T Passport app. Or, you can download the app directly from the App Store™ or Google Play™ store. Data rates apply for download and usage. While abroad, the app can be used to search for nearby participating Wi-Fi hotspots in over 20 countries and easily connect when you are in range. For a list, see att.com/intlwifi. When not connected to Wi-Fi, your cellular data allowance or overage rate will apply to data usage in countries covered by your package. (For a list, see att.com/globalcountries.)

Troubleshooting / Contact AT&T

Q. What steps should I take if my data services are not registering?

- A.** If you are having difficulty using data services outside the U.S., try these troubleshooting steps:
- Smartphones with removable batteries: remove battery and reinsert.
 - Smartphones without removable batteries: fully power down the device and power back on.
 - You may also try manual scanning (not available in Canada or Mexico): **Settings > Options > Network > Change** network selection to manual > Click scan for new network. From the list of networks that appears, select a network other than the one on which you are currently registered.
 - PC Cards: remove card; reboot computer; reinsert card.

Q. How do I contact AT&T International Customer Care while traveling abroad?

A. For questions while roaming outside the U.S., contact AT&T by calling +1.916.843.4685, 24 hours a day/7 days a week, a free call from your AT&T wireless phone.



AT&T International Roaming

International Roaming: Certain eligibility restrictions apply which may be based on service tenure, payment history and/or credit. Rates are subject to change. For countries, rates and additional details, see att.com/global. Compatible Device required. AT&T, in its sole discretion, may block your ability to use your Device while roaming internationally until eligibility criteria are met. International roaming rates, which vary by country, apply for all calls placed or received while outside the U.S., Puerto Rico and U.S. Virgin Islands. Please consult att.com/global or call 611 or 800.331.0500 for a list of currently available countries and carriers. All countries may not be available for roaming. All carriers within available countries may not be available on certain plans or packages. Availability, quality of coverage and services while roaming are not guaranteed. When roaming internationally, you will be charged international roaming airtime rates including when incoming calls are routed to voicemail, even if no message is left. Substantial charges may be incurred if Device is taken out of the U.S. even if no services are intentionally used. Billing for international roaming usage may be delayed up to three billing cycles due to reporting between carriers. Taxes are additional. If you want to block the ability to make and receive calls or use data functions while roaming internationally, you may request that by calling 916.843.4685 (at no charge from your wireless phone). **International Data:** International data rates apply to all international data usage, including accessing cloud-based services to upload/download/stream content. Many Devices, including iPhone, transmit and receive data messages without user intervention and can generate unexpected charges when powered "on" outside the U.S., Puerto Rico and U.S. Virgin Islands. AT&T may send "alerts" via SMS or email, to notify you of data usage. These are courtesy alerts. There is no guarantee you will receive them. They are not a guarantee of a particular bill limit. Receipt of Visual Voicemail messages are charged at international data pay-per-use rates unless customer has an international data plan/package, in which case receipt of Visual Voicemail messages decrement Kilobytes included in such plan/package. Usage is calculated in full-kilobyte increments and rounded up to the next full-kilobyte increment. **International Messaging:** Unlimited texting includes SMS and MMS and excludes other messaging services or applications. **Cruise Ship Roaming:** Cruise ship roaming rates apply for calls placed or data used while on the ship. Restrictions, coverage limitations and other charges apply. Visit att.com/cruiseships for details. **Export Restrictions:** You are solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when traveling internationally with your Device. **Intellectual Property:** The GSM lettermark is a trademark of the GSM Association. iOS, iPhone and iPad are registered trademarks of Apple, Inc. © 2014 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property. All other marks contained herein are the property of their respective owners.



Cut here to carry with you while traveling.

AT&T International Roaming Quick Reference Guide

✓ When outside the U.S.

Call International Customer Care 24 hours a day/7 days a week at +1.916.843.4685 (a free call from your wireless phone).

✓ Making calls and sending messages

- Calls or text, picture or video messages to the U.S.: Dial "+" (1) (area code) (local number)
- Calls or messages to another country: Dial "+" (country code) (local number)

Tip: With most GSM phones, the "+" key will appear on your screen if you press and hold down the "0" key.

✓ Checking voicemail

1. Press and hold the voicemail retrieval key on your phone (typically the "1" key).
2. Interrupt your personal greeting by pressing "*".
3. Enter your voicemail password.

Note: In some cases, you may reach the main voicemail system greeting. Just enter your 10-digit wireless number and then follow steps 2 and 3. International roaming charges will apply.

✓ Accessing an international network

- Before traveling, an International Roaming feature must be activated on your account.
- If you experience service issues, turn your phone off for one minute, then back on.
- Be sure your phone's frequency band is set to "automatic."
- If you are not receiving email, detach your smartphone battery and then reinsert it.
- If your PC card is not registering, remove the card; reboot computer; reinsert PC card.



**AMENDMENT #27
TO
CONTRACT NUMBER VA-090512-ATM
BETWEEN THE
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA
AND
AT&T MOBILITY NATIONAL ACCOUNTS LLC**

This Amendment No. 27 ("Amendment 27") is entered into as of JUNE 30, 2015 (the "Amendment 27 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA") (VITA and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

Section 1. Recitals.

1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009, as amended (the "Contract").

1.2 AT&T and VITA intend to make certain changes to the Contract in accordance with the terms and conditions of this Amendment 27.

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, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 27. Unless otherwise defined, capitalized terms in this Amendment 27 have the meanings ascribed to them in the Contract.

Section 3. Purpose and Scope. The Parties acknowledge and agree that §1 of the Contract is deleted and replaced with the following:

1. PURPOSE AND SCOPE

This contract sets forth the terms and conditions under which Supplier shall provide wireless telecommunications Services and Products to:

- a. All public bodies, including VITA as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.
- b. Private institutions of higher education that are listed at <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

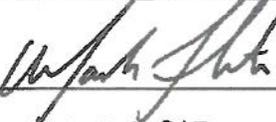
Any reference in this contract to Subscriber shall include all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia and private institutions of higher education that are listed at <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

Section 4. Extension. The Parties acknowledge and agree that the Contract is extended through June 30, 2016.

Section 5. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 27, are hereby re-stated and ratified by AT&T and VITA. All such terms and conditions are and will continue to remain in full force and effect.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

BY: 
NAME: MARK FLISTER
TITLE: SR CONTRACT MANAGER
DATE: JUNE 30, 2015

COMMONWEALTH OF VIRGINIA

BY: 
NAME: J. B. Edmonds
TITLE: SCM Telecommunications Manager
DATE: 6/30/15

**AMENDMENT #25
TO
CONTRACT NUMBER VA-090512-ATM
BETWEEN THE
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA
AND
AT&T MOBILITY NATIONAL ACCOUNTS LLC**

This Amendment No. 25 ("Amendment 25") is entered into as of November 4, 2014 (the "Amendment 25 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA") (VITA and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

Section 1. Recitals.

1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009, as amended (the "Contract").

1.2 AT&T and VITA intend to make certain changes to the Contract in accordance with the terms and conditions of this Amendment 25.

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, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 25. Unless otherwise defined, capitalized terms in this Amendment 25 have the meanings ascribed to them in the Contract.

Section 3. Custom Wireless Priority Service. Provided VITA is in full compliance with the terms and conditions of the Contract and this Amendment 25, AT&T will provide VITA and its End Users the custom AT&T Wireless Priority Service offer described herein (the "Custom WPS Offer"). Each corresponding End User must be eligible to activate the underlying, non-customized version of AT&T's Wireless Priority Service. The Custom WPS Offer is NOT eligible for the MSC Service Discount. In accordance with the Contract, the Custom WPS Offer is subject to the terms and conditions of AT&T's Wireless Priority Service Sales Information, a true and correct copy of which is attached hereto as Exhibit A and incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §3 and AT&T's Wireless Priority Sales Information, this §3 will control. Notwithstanding the foregoing, the Custom WPS Offer will be provided only if VITA's account is active and in good standing with respect to the applicable End User.

**TABLE 3
WIRELESS PRIORITY SERVICE**

Activation Fee (per End User)	\$10.00
Feature Charge (per month per End User)	\$1.99
Cost per Minute*	\$0.75

*Additional charges as set forth in the corresponding Plan may apply.

Section 4. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 25, are hereby re-stated and ratified by AT&T and VITA. All such terms and conditions are and will continue to remain in full force and effect.

[END OF TEXT]
[SIGNATURE BLOCKS ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment 25 as of the Amendment 25 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

BY: *Mary Flister*
NAME: MARY FLISTER
TITLE: SA - CONTRACT MGR
DATE: 11/4/2014

**VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF THE COMMONWEALTH OF
VIRGINIA**

BY: *Philip L Pippert*
NAME: PHILIP L PIPPERT
TITLE: DIRECTOR, SCM
DATE: 11/5/14

EXHIBIT A

AT&T'S WIRELESS PRIORITY SERVICE SALES INFORMATION

(A true and correct copy of AT&T's Wireless Priority Service Sales Information follows this page)

Wireless Priority Service from a Leader in Government Solutions

Make Contact over Congested Networks

AT&T makes it easier for your organization to access your wireless network during large-scale emergency situations.

In times of crisis, making an important wireless call can be difficult. Circuits can get overloaded, wireless networks can get jammed, and calls can take a long time to get through. As a result, emergency personnel can be prevented from achieving the crucial contact that helps them respond to potentially life-threatening situations. In these cases, reliable communication is an absolute necessity.

Wireless Priority Service (WPS) from AT&T gives first responders such as fire fighters, the police, the FBI, Homeland Security and the Department of Defense priority access during heavy network traffic. Available nationwide, this service provides priority handling for emergency calls to help them get through without delay.

A Simple Process When Speed is Everything

Once your SIM card is registered with WPS, summoning its capabilities is simple. Just dial *272 plus your destination number and your call will be flagged as an urgent communication. Your call will get connected over the next available channel.

Be Prepared for Unpredictable Circumstances

Citizens have become increasingly concerned with safety and security during times of emergency—and no one can predict when a crisis will arise. That's why it's more important than ever that your emergency personnel have access to Wireless Priority Service. By improving access to your wireless network, you'll be prepared to respond to emergency situations quickly and efficiently to help ensure public safety and national security.

IMPORTANT INFORMATION:

Wireless Priority Service (WPS): Only available to individuals authorized by the Office of the Manager, National Communications System (NCS). WPS is not available in all areas; visit wps.ncs.gov and contact your AT&T account representative for complete details regarding availability. WPS provides end users with the ability to be put on a queue for the next available resource, ahead of end users without WPS. AT&T makes no assurance regarding waiting times associated with WPS, nor can AT&T ensure that WPS calls will be connected. If you use WPS, AT&T is required to share your WPS call usage information with the NCS and its authorized agents. The WPS charges, including the \$0.75/minute charge, are all in addition to the charges associated with your AT&T plan. All rates, terms and conditions of your plan apply. See applicable service agreement, corresponding plan brochure, and related print materials for complete details. Contact your AT&T account representative for complete details on WPS.
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High-priority wireless calls need to get through during emergency situations

Sign up for Wireless Priority Service, which gives mission-critical calls priority in heightened network traffic

WIRELESS	
Activation Fee	\$
Feature Charge (per month per user)	
Cost per Minute*	

*Additional charges as set forth in your AT&T plan may apply



**AMENDMENT #24
TO
CONTRACT NUMBER VA-090512-ATM
BETWEEN THE
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA
AND
AT&T MOBILITY NATIONAL ACCOUNTS LLC**

This Amendment No. 24 ("Amendment 24") is entered into as of October 1, 2014 (the "Amendment 24 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA") (VITA and AT&T are, at times, referred to herein individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009, as amended (the "Contract").

1.2 AT&T and VITA intend to make certain changes to the Contract in accordance with the terms and conditions of this Amendment 24.

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, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 24. Unless otherwise defined, capitalized terms in this Amendment 24 have the meanings ascribed to them in the Contract.

Section 3. New Plans; Clarifications.

3.1 **Custom Unlimited Voice Plan.** The Parties acknowledge and agree that the Custom Unlimited Plan (added to the Contract in Amendment 8, dated December 15, 2011), is hereby renamed the "Custom Unlimited Voice Plan". Note the modification to the Custom Unlimited Voice Plan in §4.3 herein.

3.2 **Unlimited Data Plans.**

3.2.1 **AT&T Unlimited Data Rate Plan (Bolt-On) for Smartphones (the "Unlimited Data Bolt-On for Smartphones").** AT&T will provide VITA with the Unlimited Data Bolt-On for Smartphones with an MSC of \$45.00 when combined with a Voice Service Plan with an MSC of \$34.00 or greater. The Unlimited Data Bolt-On for Smartphones: (a) is not available as a stand-alone Plan; (b) is only available for activation on "smartphones" (as that term is defined in AT&T's sole discretion); (c) is not available for activation on aircards, tablets or any other devices not deemed smartphones in AT&T's sole discretion; (d) is available to End Users eligible to activate Service on an AT&T Data Rate Plan; and (e) except as set forth in this Amendment 24, is subject to the rates, terms and conditions set forth in the Contract and the AT&T Data Rate Plan Sales Information. The Unlimited Data Bolt-On for Smartphones is eligible for the MSC Service Discount.

3.2.2 **AT&T Unlimited Data Rate Plan.** The AT&T DataConnect Unlimited Plan (added to the Contract in Amendment 13 and last revised in Amendment 16) is hereby re-named the AT&T Unlimited Data Rate Plan. The AT&T Unlimited Data Rate Plan: (a) is only available for activation on aircards or tablets (as those terms are defined in AT&T's sole discretion); (b) is not available for activation on a smartphone or any other devices not deemed an aircard or tablet in AT&T's sole discretion; (c) except as set forth in this Amendment 24, is subject to the rates, terms and conditions set forth in the Contract and the AT&T Data Rate Plan Sales Information; and

(d) except as set forth in this Amendment 24, is subject to the rates, terms and conditions set forth in Amendment 16 to the Contract.

3.4 Govt National Pooled 600 Plan. AT&T will provide VITA with the Govt National Pooled 600 Plan as described in Table 3.4. Except for the pricing and related information set forth in Table 3.4, the Govt National Pooled 600 Plan is subject to the same terms and conditions as the other Govt National Pooled Plans available under the Contract.

**TABLE 3.4
GOVT NATIONAL POOLED 600 PLAN**

	Monthly Service Charge	Minutes	N&W	M2M	Ovrg
Govt National Pooled 600	\$53.00	600	Unl	Unl	0.25

3.5 Enhanced Push-To-Talk. AT&T will provide VITA the AT&T Enhanced Push-To-Talk solution ("EPTT") pursuant to the terms and conditions of the Contract and this Amendment 24 including, without limitation, the terms and conditions set forth in Exhibit A attached hereto and incorporated herein by reference.

3.6 Sales Information. The Parties acknowledge and agree that any provisions related to two-year service contracts or early termination fees set forth in the Sales Information incorporated into the Contract through this Amendment 24 are inapplicable to VITA.

Section 4. Custom Offers. Provided VITA remains in full compliance with the terms and conditions of the above referenced Contract as amended or modified, and subject to all corresponding restrictions set forth in this §4 (including all sub-sections and Tables), AT&T will provide VITA and its eligible End Users the following custom offers: (a) the recurring credits described in §4.1 herein (the "Recurring Credits"); (b) modified pricing on the custom Business Nation Flat Rate Plan, as described in §4.2 herein; (c) modified pricing on the Custom Unlimited Plan, as described in §4.3 herein; and (d) the custom upgrade eligibility term described in §4.4 herein (the "Custom Upgrade Eligibility Term") (sub-sections (a)-(d), are, at times, referred to collectively herein as the "Custom Offers"). The Custom Offers are available for the term of the Contract. For all Custom Offers, the corresponding End User must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. Notwithstanding the foregoing, Custom Offers will only be provided if VITA's account is active and in good standing with respect to the applicable End User. All Custom Offers will take effect from and after the Amendment 24 Effective Date.

4.1 Recurring Credits. Recurring Credits are provided each month and are only available to VITA's End Users who (a) activate or migrate Service on the corresponding plan/feature/bundle; and (b) remain on Service under such plan/feature/bundle at the time the Recurring Credit is applied. Recurring Credits are applied before any applicable Service Discount.

**TABLE 4.1
RECURRING CREDITS**

PLAN/FEATURE/BUNDLE	MONTHLY RECURRING CREDIT Per End User
Unlimited EPTT Add-On feature with an MSC of \$5.00	\$2.00
Unlimited Data Bolt-On for Smartphones, when combined with a Voice Service Plan with an MSC of \$34.00 or greater	\$13.75
PDA Tethering Bolt-On 5GB Plan with an MSC of \$50.00, when combined with a Voice Service Plan with an MSC of \$34.00 or greater	\$9.38
Govt National Pooled 200 Plan with an MSC of \$34.00	\$8.39
Govt National Pooled 400 Plan with an MSC of \$44.00	\$14.01
Govt National Pooled 600 Plan with an MSC of \$53.00	\$11.76

Govt National Pooled 1000 Plan with an MSC of \$70.00	\$15.01
Text Messaging 200 with an MSC of \$5.00 (Text Messaging 200 Feature is not eligible for the MSC Service Discount)	\$5.00

4.2 Custom Business Nation Flat Rate Plan. The Parties acknowledge and agree that pricing for the Custom Business Nation Flat Rate Plan (included to the Contract pursuant to Amendment No. 2, dated November 5, 2009) is hereby modified pursuant to Table 4.2 herein. The Custom Business Nation Flat Rate Plan is not eligible for the MSC Service Discount. No other terms and/or conditions have been modified on the Custom Business Nation Flat Rate Plan.

**TABLE 4.2
CUSTOM BUSINESS NATION FLAT RATE PLAN**

Monthly Service Charge	\$8.00
Home Airtime Rate	\$0.11 per minute
Nationwide Long Distance	Included
Domestic Roaming	Included
Mobile-to-Mobile Minutes	Not Included
Night / Weekend Minutes	Not Included

4.3 Custom Unlimited Voice Plan. The Parties acknowledge and agree that the Monthly Service Charge for the Custom Unlimited Voice Plan is hereby modified to an MSC of \$53.99. The Custom Unlimited Voice Plan is not eligible for the MSC Service Discount. No other terms and/or conditions have been modified on the Custom Unlimited Voice Plan.

4.4 Custom Upgrade Eligibility Term. VITA End Users are eligible for qualified Equipment upgrades at twelve (12) months, including upgrades on Apple products.

Section 5. Contract Extension. The Parties acknowledge and agree that the term of the Contract is extended through August 31, 2015.

Section 6. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 24, are hereby re-stated and ratified by AT&T and VITA. 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 24 as of the Amendment 24 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

**VIRGINIA INFORMATION TECHNOLOGIES
AGENCY ON BEHALF OF THE
COMMONWEALTH OF VIRGINIA**

BY: 
NAME: MARK FLISTER
TITLE: SR. CONTRACT MANAGER
DATE: 10/1/2014

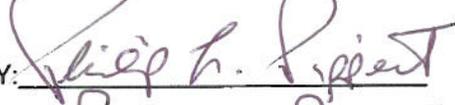
BY: 
NAME: PHILIP L. PIPPERT
TITLE: DIRECTOR, SCM
DATE: 10/1/2014

EXHIBIT A
Terms and Conditions for EPTT

SERVICE DESCRIPTION

EPTT is an IP-based end-to-end communications platform that offers sub-second performance, advanced features and integration with an array of advanced mobility. End Users can view the availability of their EPTT contacts and hold near-instant voice communications with individuals or in groups. EPTT offers support for large EPTT talk groups and contact lists, as well as access to an online Corporate Administrator Tool for managing user EPTT contacts and groups. EPTT consists of client software installed on supported devices that operate on the AT&T wireless data network and compatible Wi-Fi networks. A list of supported devices is available on request. The user interface and service performance may vary by device.

EPTT IS NOT INTENDED FOR USE IN EMERGENCY OR CRITICAL COMMUNICATIONS SETTINGS, OR WHERE END-TO-END DATA IN TRANSIT ENCRYPTION IS REQUIRED. Availability, security, speed, timeliness, accuracy and reliability of service are not guaranteed. If the customer uses a custom APN or other firewalled network configuration that does not allow for IPv4 access to the publicly routable addresses of the EPTT servers and the corresponding required network ports, EPTT service will not work. Other software on the end user's device may impair performance. Use of the EPTT client for PCs requires that the PC be connected to AT&T's wireless network through a modem/aircard or mobile hotspot device with a qualified data plan service. EPTT service is not compatible with traditional circuit-switched voice calls or certain other AT&T wireless services.

IMPORTANT INFORMATION

- Not all service features and functionality are available on all supported devices. Service performance may vary by device, and performance is subject to transmission, terrain, system, capacity and other limitations. EPTT is not compatible with devices provisioned through the AT&T Control Center or Enterprise-On-Demand platforms. EPTT is designed to work over an AT&T wireless data network connection in areas covered by AT&T's domestic wireless data network footprint only. EPTT is disabled while using domestic or international roaming networks. EPTT requires a subscription to a qualified AT&T wireless data plan and access to the public Internet. Data service/plan requirements vary by device category. Certain AT&T data plans (e.g. MEdia Net) are not eligible. Data usage incurred in connection with EPTT will not be charged against the End User's associated data plan. All other data usage will be charged at normal rates.
- EPTT, INCLUDING THE SOFTWARE AND DEVICES USED IN CONNECTION THEREWITH, ARE PROVIDED ON AN "AS IS" BASIS. AT&T EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SERVICE PERFORMANCE, FEATURES AND FUNCTIONALITY MAY BE UNAVAILABLE, IMPRECISE OR INACCURATE DEPENDING ON SYSTEM, ENVIRONMENTAL, NETWORK AND OTHER CONDITIONS.
- AT&T HAS NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS CUSTOMER OR ANY END USER FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER OR END USER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON THE PRODUCTS OR SERVICES FURNISHED IN CONNECTION WITH EPTT.

Rate Table for AT&T Enhanced Push to Talk – Month Charges		
Description	Monthly Charge	Notes
Unlimited EPTT Add-on Feature**	\$5.00	Requires additional subscription to qualified AT&T wireless voice service plan.
Unlimited EPTT Only Plan**	\$30.00	Provides EPTT calls only. Does not provide any cellular voice calling services. On smartphone devices, requires subscription to a compatible wireless data

		service or plan.
Unlimited EPTT Service for mobile devices without AT&T Wireless Voice Service**	\$10.00	Requires compatible mobile device that does not associated AT&T wireless service and a compatible wireless connection.
Unlimited EPTT with Integrated Dispatch Service – per dispatcher**	\$30.00	Provides EPTT service and Integrated Dispatch functionality on a PC. Requires a compatible Internet connection.
EPTT PC Client Service**	\$30.00	Provides unlimited* EPTT service on a PC connected through the AT&T wireless data network or through a compatible Internet connection. Requires subscription to a qualifying Laptop Connect wireless data plan.
EPTT Interoperability Service**	\$30.00	Provides voice bridge connection for a customer's EPTT users to push-to-talk users on certain other push-to-talk platforms. Requires Samsung Galaxy S3 smartphone device with a qualified data plan and compatible interoperability equipment not sold by AT&T.

*The EPTT features and plans listed here are NOT eligible for MSC Service Discount.

**Unlimited" refers to domestic usage of EPTT on the AT&T Mobility cellular network and compatible Wi-Fi networks only. EPTT usage does not count as part of the usage or data allowance under Voice Plans or Wireless Data Service Plans. All prices exclude applicable taxes, fees and surcharges.

Data Rate Plans

Take it all on-the-go.
A plan just for you, any time ...

Choose the plan that is right for you.

DataPlusSM and DataProSM plans.

Send an email, browse the web for the latest score or download a favorite song – all on-the-go.

Mobile Video.

Get streaming news, sports, stock quotes and much more – all on your compatible smartphone. Mobile Video is now included with all DataPlus and DataPro plans.*

DataConnect plans.

Take your laptop, netbook or tablet with you across town or across the country with access to email, the Internet and business and social networking applications along the way. Our standalone mobile hotspot devices allow you to carry your personal connection to the Internet with you. You can even share it with other users and devices.

Select a DataConnect plan and stay connected anywhere you get a signal on AT&T's wireless network.

There are several DataConnect plans available for tablets. To get your qualifying tablet at the lowest price, choose either the \$35 or \$50 qualifying plan with a two-year commitment.

Wi-Fi[®] usage.

Virtually all AT&T smartphones come with Wi-Fi technology embedded inside. Wi-Fi provides a fast connection at home, in the office and in thousands of hotspots. Using Wi-Fi is convenient and helps you save on your mobile data usage. Smartphone data plans include on-the-go access to the entire national AT&T Wi-Fi Hot Spot network.** Connect to a home or office Wi-Fi network by following a few simple steps on your device. Once you've connected successfully one time, your device will automatically connect you every time you're in range. Wi-Fi access is included with your DataPlus, DataPro or DataConnect plan. International Roaming not included.



Life moves.

We'll keep you connected.

Respond quickly on-the-go. AT&T offers a variety of wireless solutions to help you stay productive.

Smartphones with mobile hotspot.

Some smartphones allow you to create a mobile hotspot and share your data connection with multiple Wi-Fi enabled devices, such as laptops, tablets, MP3 players and much more. Stay connected to the people, places and information that are important to you so you never miss a thing. Requires compatible device and a DataPro 5GB plan.

Get out of the office.

Stay ahead of your competition in and out of the office by syncing your corporate email, calendar and contacts to your smartphone.⁶ AT&T's enterprise-class wireless email solutions make it all possible.

Ask your IT organization which solutions your company supports. Then ask an AT&T sales representative to help you choose a compatible smartphone and the right plan for you.

* Compatible smartphone and applicable data plan required. Service not available outside AT&T's mobile broadband coverage area. Additional charges for premium content apply.

** Access includes AT&T Wi-Fi Basic. A Wi-Fi enabled device required. Other restrictions apply. See attwifi.com for details and locations.



Choose a plan that meets your needs.

Data Rate Plan	Monthly Service Charge ¹	Included Domestic Data Access	Additional Domestic Data Usage ⁶	Messaging Charges
Smartphones				
DataPlus SM 300MB ^{2,3,5,6}	\$20	Includes 300MB <ul style="list-style-type: none"> • Internet browsing • Personal email • Use apps 	\$20/300MB	Pay-per-message or messaging bundle
DataPro SM 3GB ^{2,3,5,6}	\$30	Includes 3GB <ul style="list-style-type: none"> • Internet browsing • Personal email • Use apps/music/video 	\$10/GB	
DataPro 5GB ^{2,3,6,7}	\$50	Includes 5GB <ul style="list-style-type: none"> • Mobile hotspot/tethering • Internet browsing • Personal email • Use apps/music/video 	\$10/GB	
DataPro 3GB Enterprise ^{3,4,6}	\$45	Includes 3GB <ul style="list-style-type: none"> • Internet browsing • Intranet access • Corporate and personal email • Use apps/music/video 	\$10/GB	Pay-per-message or messaging bundle
DataPro 5GB Enterprise ^{3,4,6,11} Limited-time offer.	\$50	Includes 5GB <ul style="list-style-type: none"> • Internet browsing • Intranet access • Corporate and personal email • Use apps/music/video 	\$10/GB	
DataPro 5GB Enterprise ^{3,4,6,7}	\$65	Includes 5GB <ul style="list-style-type: none"> • Mobile hotspot/tethering • Internet browsing • Intranet access • Corporate and personal email • Use apps/music/video 	\$10/GB	
Tablets and iPad[®]				
DataConnect 250MB ^{3,5,6,8}	\$14.99	Includes 250MB <ul style="list-style-type: none"> • Internet browsing • Intranet access • Corporate and personal email 	\$14.99/250MB	Pay-per-message or messaging bundle (requires messaging capable device)
DataConnect 3GB ^{3,5,6,8}	\$30	Includes 3GB <ul style="list-style-type: none"> • Internet browsing • Intranet access • Corporate and personal email 	\$10/GB	
DataConnect 3GB ^{3,6,10} Two-year contract required. Available for tablets only.	\$35	Includes 3GB <ul style="list-style-type: none"> • Internet browsing • Intranet access • Corporate and personal email 	\$10/GB	
DataConnect 5GB ^{3,6,8,10}	\$50	Includes 5GB <ul style="list-style-type: none"> • Internet browsing • Intranet access • Corporate and personal email 	\$10/GB	
LaptopConnect and Standalone Mobile Hotspot Devices				
DataConnect ^{3,6,9}	\$50	Includes 5GB <ul style="list-style-type: none"> • 4G⁺ and 4G LTE⁺ LaptopConnect devices • 3G, 4G⁺ and 4G LTE⁺ standalone mobile hotspot devices • Internet browsing • Intranet access • Corporate and personal email 	\$10/GB	Pay-per-message or messaging bundle
DataConnect ^{3,6,10}	\$60	Includes 5GB <ul style="list-style-type: none"> • Internet browsing • Intranet access • Corporate and personal email 	\$0.05/MB	

Early Termination Fee (ETF): None if cancelled in the first 30 days, but restocking fees may apply to equipment returns; thereafter up to \$325 (details att.com/equipmentETF). ETF applies to equipment purchased with a service commitment. For information on equipment returns, go to att.com/returns.



† **Limited 4G LTE availability in select markets. 4G speeds delivered by LTE, or HSPA+ with enhanced backhaul, where available. Deployment ongoing. Compatible device and data plan required. LTE is a trademark of ETSI. Learn more at att.com/network.**

- 1 See Terms and Conditions for details on voice calling, prohibited/ permissible uses, eligibility, billing, and other restrictions at att.com/wireless/terms. In addition to the monthly cost of the rate plan and any selected features, AT&T imposes the following charges: (i) a Regulatory Cost Recovery Charge of up to \$1.25 to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (ii) a gross receipts surcharge, (iii) state and federal universal service charges, and (iv) other government assessments on AT&T. These fees are not taxes or government-required charges.
- 2 DataPlus and DataPro plans include access to personal email, such as Yahoo!®, AOL® and POP3/IMAP4 Internet Service Providers. BlackBerry Internet Service (BIS) is included on these plans if a BlackBerry device is selected.
- 3 Data Rate Plans include access to AT&T Wi-Fi Basic. Wi-Fi enabled device required. Other restrictions apply. See attwifi.com for details and locations. International Roaming not included.
- 4 Compatible smartphone and one of the following email solutions required: BlackBerry Enterprise or Microsoft Direct Push.
- 5 With respect to both Corporate Responsibility Users (CRUs) and Individual Responsibility Users (IRUs), the Service Discount described in your AT&T business agreement is NOT available on the DataPlus 300MB plan or the DataConnect 250MB and 3GB Tablet plans. With respect to IRUs, the Service Discount is NOT available on the DataPro 3GB plan. DataPlus 300MB plan not available for Corporate Responsibility Users.
- 6 On DataPlus, DataPro and DataConnect plans or DataConnect 250MB, 3GB and 5GB Tablet plans with a monthly megabyte (MB) or gigabyte (GB) allowance, once you exceed your monthly allowance or any subsequent overage allowance during the billing period, you will be automatically provided an overage data allowance and charged for each data overage allowance provided as specified in the applicable rate plan information/chart, except when overage is charged on a per-MB basis. All data allowances, including overages, must be used in the billing period in which the allowance is provided or they will be forfeited. An Enterprise DataPro or DataConnect plan for LaptopConnect devices or standalone mobile hotspot devices is required for corporate email, company intranet sites and business applications.
- 7 Tethering and/or mobile hotspots require a DataPro 5GB plan and an AT&T approved tethering or mobile hotspot device. Data used by devices connected to a tethering device or mobile hotspot is deducted from the data allowance included in your DataPro 5GB plan in addition to the data your device consumes. Mobile hotspot performance may vary depending on the number of devices connected, proximity, and other factors. The number of devices you can connect to a mobile hotspot device depends on its capabilities. If you do not use a password, others will be able to use your mobile hotspot connection.
- 8 DataConnect 250MB, 3GB \$30/month and 5GB Tablet plans are billed monthly and automatically renew every month, unless you cancel service prior to the start of the monthly renewal. Service may be cancelled at any time by visiting a [retail store](#) or by calling 1-800-331-0500. No term commitment or termination fees apply. Offer not available for on-tablet activation. Plans are for compatible tablets. Credit check may be required.
- 9 Plan is for compatible standalone mobile hotspot devices and 4G LaptopConnect and 4G LTE devices only. Handsets with mobile hotspot capability do not qualify. If you do not use a password, others will be able to use your mobile hotspot connection. The number of devices you can connect to a mobile hotspot device depends on its capabilities. Mobile hotspot performance may vary depending on the number of devices connected, proximity and other factors.
- 10 The DataConnect \$35/3GB Tablet plan requires a two-year service agreement. The DataConnect \$50/5GB Tablet plan is available monthly or with a two-year service agreement. Compatible tablet required for two-year agreement.
- 11 Limited-time offer. Plan is only available for Corporate Responsibility Users for a limited time. Mobile Hotspot and Tethering not available with this plan.

COVERAGE: Coverage not available in all areas. For coverage information and maps, please see a sales representative or visit wireless.att.com/coverageviewer.

CANADA AND INTERNATIONAL ROAMING: Additional data for Canada roaming per KB is \$0.015; International Roaming per KB is \$0.0195.

MESSAGING: Unless otherwise specified in your wireless plan, the default rate is \$0.20/message for Text/Instant Messages and \$0.30/message for Picture/Video Messages. Charges for international messages from the U.S. are \$0.25/message for Text Messages and \$0.50/message for Picture/Video Messages. Charges for messages sent while roaming internationally are \$0.50/message for Text Messages and \$1.30/message for Picture/Video Messages. Additional charges for premium content apply.

Limited-time offer.

1,024 kilobytes (KB) = 1 megabyte (MB).

Wi-Fi is a trademark of the Wi-Fi Alliance.

LTE is a trademark of ETSI.

To find out how to get started,
talk to a **sales representative today.**

Rethink Possible



AMENDMENT #23
TO
CONTRACT NUMBER VA-090512-ATM
BETWEEN THE
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA
AND
AT&T MOBILITY NATIONAL ACCOUNTS LLC

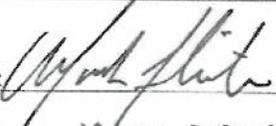
This Amendment No. 23 ("Amendment 23") is entered into as of August 29, 2014 (the "Amendment 23 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA") (VITA and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

1. This Modification documents the Parties' agreement to extend the term of Contract #VA-090512-ATM through September 30, 2014.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

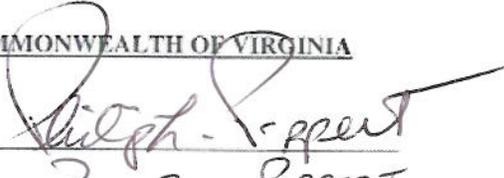
BY: 

NAME: MARK FLISTER

TITLE: SR. CONTRACT MANAGER

DATE: 8/29/2014

COMMONWEALTH OF VIRGINIA

BY: 

NAME: PHILIP L. PIPPERT

TITLE: DIRECTOR, SCM

DATE: 8/29/14

**AMENDMENT #22
TO
CONTRACT NUMBER VA-090512-ATM
BETWEEN THE
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA
AND
AT&T MOBILITY NATIONAL ACCOUNTS LLC**

This Amendment No. 22 ("Amendment 22") is entered into as of July 21, 2014 (the "Amendment 22 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA") (VITA and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

Section 1. Recitals.

- 1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009, as amended (the "Contract").
- 1.2 AT&T and VITA intend to make certain changes to the Contract in accordance with the terms and conditions of this Amendment 22.

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, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 22. Unless otherwise defined, capitalized terms in this Amendment 22 have the meanings ascribed to them in the Contract.

Section 3. Custom Business Messaging Unlimited Feature.

Provided VITA is in full compliance with the Contract, and subject to the terms and conditions of the above referenced contract as amended or modified, AT&T will provide VITA and its qualified End Users with the AT&T Business Messaging Unlimited Feature for a monthly service charge of \$2.50 per line (the "Custom Messaging Unlimited Feature"). The Custom Business Messaging Unlimited Feature (a) is only available to End Users on Service under the Contract and eligible to activate Service on the standard, non-customized version of AT&T Business Messaging Unlimited Feature (the "Standard Business Messaging Unlimited Feature"); (b) is NOT eligible for the MSC Service Discount; and (c) is available for the term of the Contract. No additional discounts, promotions, offers or rebates, unless specifically set forth herein, will apply. Notwithstanding the foregoing, the Custom Business Messaging Unlimited Feature will be provided only if VITA's account is active and in good standing.

Attached to this Amendment #22 is additional information concerning Custom Messaging, entitled "Business Messaging Important Information". Any additional Terms, Conditions, Limitations or other restrictions referenced, or included, in that document apply solely to the "AT&T Custom Business Messaging Unlimited Feature" offered in this Amendment, and do not to any other Service(s) offered under Contract VA-090512-ATM as amended. In case of any conflict or inconsistencies in language between the terms and conditions in Contract VA-090512-ATM and any terms and conditions in this amendment or any attachments thereto, the order of precedence in contract VA-090512-ATM apply.

Section 4. Eligible Customers.

Any public body, or other entity who is a wireless customer of the Virginia Information Technology Agency (VITA) is eligible to acquire, or renew AT&T Custom Business Messaging Unlimited, as offered in this Amendment 22. All initial orders and renewal shall be ordered thru the VITA Telecommunications Service Order (TSR) process.

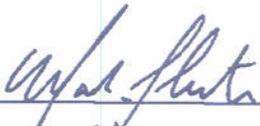
Section 5. Restatement of Contract.

The terms and conditions of the Contract, as modified by this Amendment 22, are hereby re-stated and ratified by AT&T and VITA. 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 22 as of the Amendment 22 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

VIRGINIA INFORMATION TECHNOLOGIES
AGENCY ON BEHALF OF THE
COMMONWEALTH OF VIRGINIA

BY: 

BY: 

NAME: MARK FLISTER

NAME: PHILIP L. PIPPERT

TITLE: SR. CONTRACT MANAGER

TITLE: DIRECTOR, SCM

DATE: 7/21/2014

DATE: 7/22/14



Business Messaging Important Information

Receiving Messages: AT&T Business Messaging feature ("Feature") with messaging add-on requires a valid, eligible agreement, compatible device and qualified AT&T voice or data plan. The pricing provided herein is incompatible with other text messaging plans. If the end user's device is already provisioned with another AT&T text messaging plan, that plan must be first removed before adding the Business Messaging service. Feature not available on all devices. Feature includes access to the AT&T Business Messaging Gateway ("Gateway") and transmission (mobile originated and mobile terminated) of supported-protocol messages between the Gateway and your device ("Messages"). All other text messaging sent from or received on your device (mobile originated and mobile terminated) are subject to the rates and terms of your applicable text messaging feature/plan. Anyone who has your AT&T Business Messaging address/ phone number can send you Messages through the Gateway. As part of the activation process, your wireless number will be shared with third parties that AT&T uses to provide this Feature. To receive Messages via the Feature, you must first provision and enable the Feature on your device. If you want to receive Messages from your company, you must provide your AT&T paging address/phone number to your company. Feature is subject to your service agreement, the terms set forth in this contract amendment.

Sending Messages: To send Messages through the Gateway, sender must have a compatible application and must program the AT&T messaging operator address provided by the intended recipient and the intended recipient must have this Feature activated. Additional hardware, software, subscription, dial-up access or Internet access from your compatible PC and/or special network connection may be required and you are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third-party products and/or services, which are subject to any applicable third-party terms and conditions and may require separate purchase from and/or agreement with the third-party vendor. Sender is solely responsible for all content sender transmits through the Gateway. Use of the Gateway is subject to the applicable terms of this contract amendment. Sender cannot use the Gateway to transmit any communication that would violate any federal, state or local law, court order or regulation. Sender must cooperate with AT&T and/ or governmental authorities in investigations alleging a violation or prohibited use of the Gateway.

Site Licensing, or Bulk Feature Provisioning: Site Licensing is available to companies with a valid, eligible business agreement and a minimum of 100 Corporate Responsibility Users ("CRUs") within a single Foundation Account ("FAN"). Bulk activations of the Feature require an associated site license ("Site License"). AT&T reserves the right to convert FANs that drop below 100 CRUs from Site Licensing to Individual Business Messaging Feature(s) and pricing. Company must provision the Feature on AT&T devices via the AT&T website and account login provided with the purchase confirmation. Company is responsible for testing and verifying such AT&T devices are provisioned with the Feature and functioning properly. If a FAN is suspended or cancelled, all AT&T Features provisioned through such FAN will be disabled. Company is responsible for managing and maintaining group distribution lists. In the event that company reduces the number of Site Licensing seats purchased, company must also similarly reduce the number of CRUs provisioned with the Feature. In the event that company fails to deactivate the applicable number of CRUs ("Surplus CRUs") and associate the available seats with the desired CRUs, AT&T reserves the right to automatically deactivate the Feature for Surplus CRUs. For purposes of the foregoing, AT&T will deem the last CRUs activated with the Feature to be Surplus CRUs (i.e. the last CRUs activated with the Feature are the first CRUs to have the Feature deactivated). Company acknowledges that deactivated Surplus CRUs will not be able to receive messages via Business Messaging. If company wants to thereafter reallocate the available seats, it is company's responsibility to do so through the AT&T website originally provided to your company for Feature activation.

Emergency and Mass Notification — Additional Terms and Conditions: The Gateway and Feature are not intended to be, nor should be, used as a method of transmitting emergency notifications or broadcast mass notifications. First responders should not rely on this Feature for such situations. AT&T makes no Service Level Agreements (SLAs), guarantees or warranties with respect to the performance of the AT&T Business Messaging service in such situations. In such situations, the Gateway and Feature may be more susceptible to blocking, outages, delays and congestion, and greater risk of non-delivery.

Sending and/or Receiving Messages — Additional Terms and Conditions: Coverage not available in all areas. Availability, timeliness and reliability of Feature and Gateway are subject to radio and other transmission limitations. Delivery time is dependent upon the conditions prevailing at the time of submission and actual delivery and/or delivery within a specific period of time are not guaranteed. If your device or your intended recipient's device is turned off, the device's memory is full, or the device is outside the service area, the network will store and re-send any Message for up to 72 hours. Messages not delivered after 72 hours will be deleted. Maximum length allowed for all parts of the Message, including without limitation the recipient's Business Messaging address/ phone number, is dependent on the protocol used to send the Message. Supported protocols include TAP (160 characters), SNPP (1,000 characters), SMTP (1,000 characters) and WCTP (1,000 characters). Two-way messaging and delivery receipts are available via the SNPP, SMTP and WCTP protocols. You may need to obtain a Sender ID to retrieve replies and delivery receipts via WCTP. See att.com/businessmessaging for additional information on how this service works from an operational standpoint. No terms and conditions that may or may not be present at att.com/businessmessaging will apply to this agreement. Rendering and display of a Message that exceeds 160 characters may vary by device. Some devices may display Message in multiple parts. Any characters over the maximum Message length will be deleted. AT&T is a passive conduit in transmitting and storing Messages and is not responsible for content. AT&T does not guarantee security. If you use this Feature and/or Gateway to send or receive Messages containing company information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures. AT&T reserves the right to deny service, without notice, to any person that uses Feature and/or Gateway in any manner that adversely impacts the AT&T Gateway, network or service levels and/ or that violates any AT&T network or subscriber protective measures. Furthermore, AT&T reserves the right to deny service without notice for any misuse of Feature or Gateway, including without limitation, periods of excessive usage that AT&T, in its sole discretion, determines is the result of prohibited use(s). Additional hardware, software, subscription, Internet access from your compatible PC and or special network connection may be required.

Technical Support — Additional Terms and Conditions: Technical support is provided to certain customers of Business Messaging by the AT&T Advanced Solutions Care (ASC) Helpdesk, and the ASC Helpdesk process outlined herein is intended for informational purposes only. AT&T may discontinue ASC Helpdesk support and/or modify ASC Helpdesk processes at any time at its sole discretion. ASC Helpdesk does not support third-party applications, all third-party applications are referred to applicable vendors. For access to ASC Helpdesk, your company must have a minimum of 250 devices activated with the Business Messaging feature (a minimum of 50 devices in the case of qualified public safety customers), and a Tier 1 helpdesk to support end users.

Business Notification Center — Additional Terms and Conditions: For access to the AT&T Business Notification Center web site ("BNC"), customer must have an eligible Feature provisioned on a compatible device. Customer agrees that use of the BNC will be in accordance with this contract amendment and will not be used for marketing, advertising, solicitation and/or mass notification purposes. The BNC may only be used to send messages to Business Messaging subscribers. If any messages are attempted to be sent from the BNC to any other (non-AT&T Business Messaging) wireless phone numbers, such messages will not be delivered. Messages sent from the BNC to an AT&T Business Messaging subscriber's device are unlimited as are replies sent to the BNC from an AT&T Business Messaging subscriber's device. Customer is responsible for ensuring accurate phone numbers are entered into the BNC address book and group distribution lists, and customer is responsible for removing any unwanted phone numbers from the BNC address book and group distribution lists..

Planned Maintenance Notifications: Notification email and/or text messages are available for scheduled Business Messaging maintenance operations by registering via attpsnc.com. By submitting the applicable request, you acknowledge that you are the authorized administrator for the specified account. These maintenance notifications are specific to the Business Messaging product and are only for preplanned maintenance windows. The notifications do not apply to standard SMS services, even if you have purchased a combination rate plan of standard SMS and Business Messaging.

White Listing Domain Names on SMTP to Filter Unwanted Messages — Additional Terms and Conditions: Customer must register each domain name with AT&T that will be allowed to send SMTP messages via the Gateway ("White Listing"). Once White Listing is enabled, unregistered domain names will not be allowed to send messages via SMTP through the Gateway to customer devices provisioned with the Feature. AT&T does not guarantee that all unwanted messages will be blocked from reaching such devices. Unwanted messages may still be sent via other protocols such as WCTP, SNPP, and TAP, or via consumer SMTP gateways.

Text, Instant and Picture/Video Messaging — Additional Terms and Conditions: Additional usage and other restrictions apply. Text, Instant and Picture/Video Messaging ("Messaging") is subject to the Messaging terms.

Unlimited Mobile-to-Mobile Messaging — Additional Terms and Conditions: Additional usage and other restrictions apply. If you select a Feature that includes unlimited Mobile-to-Mobile Messaging ("M2M Messaging"), M2M Messaging is subject to the M2M Messaging terms.

**AMENDMENT #21
TO
CONTRACT NUMBER VA-090512-ATM
BETWEEN THE
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA
AND
AT&T MOBILITY NATIONAL ACCOUNTS LLC**

This Amendment No. 21 ("Amendment 21") is entered into as of JUNE 30, 2014 (the "Amendment 21 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA") (VITA and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

Section 1. Recitals.

1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009, as amended (the "Contract").

1.2 AT&T and VITA intend to make certain changes to the Contract in accordance with the terms and conditions of this Amendment 21.

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, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 21. Unless otherwise defined, capitalized terms in this Amendment 21 have the meanings ascribed to them in the Contract.

Section 3. Purpose and Scope. The Parties acknowledge and agree that §1 of the Contract is deleted and replaced with the following:

"1. PURPOSE AND SCOPE

This contract sets forth the terms and conditions under which Supplier shall provide wireless telecommunications Services and Products to: (a) any Public Body as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia; and (b) Private Institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

Any reference in this contract to Qualified User, Subscriber or "public body" shall include Private Institutions of Higher Education chartered in Virginia and granted Tax-Exempt status under §501(c)(3) of the Internal Revenue Code to the extent allowable by the Code of Virginia."

Section 4. Extension. The Parties acknowledge and agree that the Contract is extended through August 31st, 2014.

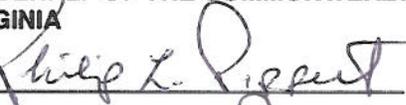
Section 5. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 21, are hereby re-stated and ratified by AT&T and VITA. All such terms and conditions are and will continue to remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment 21 as of the Amendment 21 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

BY: 
NAME: MARK FLISTER
TITLE: SR. CONTRACT MANAGER
DATE: 6/30/2014

**VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF THE COMMONWEALTH OF
VIRGINIA**

BY: 
NAME: PHILIP L. PIPPERT
TITLE: DIRECTOR, SCM
DATE: 6/30/14

**AMENDMENT #20
TO
CONTRACT NUMBER VA-090512-ATM
BETWEEN THE
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA
AND
AT&T MOBILITY NATIONAL ACCOUNTS LLC**

This Amendment No. 20 ("Amendment 20") is entered into as of MARCH 10th, 2014 (the "Amendment 20 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA") (VITA and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

Section 1. Recitals.

1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009, as amended (the "Contract").

1.2 AT&T and VITA intend to make certain changes to the Contract in accordance with the terms and conditions of this Amendment 20.

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, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 20. Unless otherwise defined, capitalized terms in this Amendment 20 have the meanings ascribed to them in the Contract.

Section 3. AT&T Messaging Toolkit Custom Offer. Provided VITA is in full compliance with the terms and conditions of the Contract, this Amendment 20 including, without limitation, the AT&T Messaging Toolkit Sales Information attached hereto and incorporated herein as Exhibit A (the "Messaging Toolkit Sales Information"), AT&T will provide VITA, its Subscribers, and their qualified employees with the AT&T Messaging Toolkit custom offer described in this §3, including all corresponding pricing tables (the "AT&T Messaging Toolkit Custom Offer"). The AT&T Messaging Toolkit Custom Offer is available for the term of the Contract. No additional discounts, promotions, offers or rebates, unless specifically set forth herein, will apply. To be eligible for the AT&T Messaging Toolkit Custom Offer, the corresponding employee (a) must be eligible to activate Service on the underlying, non-customized version of AT&T Messaging Toolkit; and (b) must be receiving Service under the Contract. The AT&T Messaging Toolkit Custom Offer does not include applicable taxes. In accordance with the Contract and except as modified herein, the AT&T Messaging Toolkit Custom Offer is subject to the terms and conditions of the AT&T Messaging Toolkit Sales Information. Notwithstanding the foregoing, the AT&T Messaging Toolkit Custom Offer will be provided only if the Subscriber's account is active and in good standing with respect to the applicable employee.

3.1 **Order of Precedence Issues.** To the extent of any material conflict between the pricing-related terms and conditions related to the AT&T Messaging Toolkit Custom offer set forth in this Amendment 20, and any pricing-related terms and conditions set forth in the AT&T Messaging Toolkit Sales Information, the pricing terms and conditions set forth in this Amendment 20 will control. Notwithstanding the foregoing, with respect to any and all non-pricing related terms and conditions, the overall order of precedence in the event of any material conflict between the following documents will be (a) the Contract; (b) this Amendment 20; and (c) the Messaging Toolkit Sales Information.

**Table 3.1
Toolkit Licenses**

Product Type	Product Description	SKU / Item ID	ATT Approved Price
	Standard Plans		
License	30 Day Trial	TLKT01000	
License	Multi 1,000	TLKT01000	\$41.50
License	Multi 1,600	TLKT01600	\$66.40
License	Multi 2,200	TLKT2200	\$91.30
License	Multi 3,400	TLKT3400	\$128.65
License	Multi 4,600	TLKT4600	\$166.00
License	Multi 6,800	TLKT6800	\$224.10
License	Multi 10,000	TLKT10K	\$307.10
License	Multi 13,000	TLKT13K	\$365.20
License	Multi 20,000	TLKT20K	\$514.60
License	Multi 30,000	TLKT30K	\$697.20
License	Multi 50,000	TLKT50000	\$1,037.50
License	Multi 75,000	TLKT75000	\$1,369.50
License	Multi 100,000	TLKT100K	\$1,577.00
License	Multi 250,000	TLKT250K	\$3,403.00
License	Multi 500,000	TLKT500K	\$5,976.00
License	Multi 1,000,000	TLKT1M	\$9,960.00
License	Multi 2,000,000	N/A	\$18,260.00
License	Multi 3,000,000	N/A	\$24,900.00

**Table 3.2
Credit Buckets**

Credit Bucket Size	SKU / Item ID	ATT Approved Price
1,000 Credits	MTLKT050	\$41.50
2,500 Credits	MTLKT125	\$103.75
5,000 Credits	MTLKT225	\$190.90
10,000 Credits	MTLKT400	\$332.00
20,000 Credits	MTLKT760	\$564.40
50,000 Credits	MTLKT1400	\$1,162.00
100,000 Credits	MTLKT2200	\$1,826.00
200,000 Credits	MTLKT3800	\$3,154.00
500,000 Credits	MTLKT8400	\$6,972.00
1,000,000 Credits	MTLKT14K	\$11,620.00
2,000,000 Credits	N/A	\$21,580.00
3,000,000 Credits	N/A	\$29,880.00

**Table 3.3
Additional Products**

Additional Products	SKU \ Item ID	ATT Approved Price
1 Keyword	MTLKT1KW	\$12.45
5 Keyword	MTLKT5KW	\$41.50
10 Keyword	MTLKT10KW	\$58.10
50 Keyword	MTLKT50KW	\$207.50
100 Keyword	MTLKT100KW	\$249.00
Shortcode Hosting	TBD	\$415.00
Shortcode Change Brief	TBD	\$415.00
Adv'd Support & Campaign Mgmt (5 hrs)	MTLKTHRGE	\$410.85
Marketing Consulting (5 hrs)	MTLKTHRUC	\$825.85
Provisioning New Shortcode	MTLKTSHCD	\$2,905.00
API Integration (Hrly Rate; 1 hr \$200)*	TBD	\$166.00

Section 4. Eligible Customers. Any public body who is a wireless customer of the Virginia Information Technology Agency (VITA) is eligible to acquire, or renew, the products offered in this Amendment 20. All initial orders and renewal shall be ordered thru the VITA Telecommunications Service Order (TSR) process.

Section 5. Restatement of Contract. The terms and conditions of the Contract as modified by this Amendment 20, are hereby re-stated and ratified by AT&T and VITA. 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 20 as of the Amendment 20 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

**VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF THE COMMONWEALTH OF
VIRGINIA**

BY: 
 NAME: MARK FUSTER
 TITLE: SR. CONTRACT MANAGER
 DATE: 3/10/2014

BY: 
 NAME: PHILIP L. PIPPET
 TITLE: DIRECTOR, SCM
 DATE: 3/12/14

EXHIBIT A

AT&T Messaging Toolkit

[A true and correct copy of the AT&T Messaging Toolkit Sales Information follows this page]



AT&T Messaging Toolkit for Communications

Product Brief



Effective communication is important for any organization.

AT&T Messaging Toolkit allows you to stay in contact with the fast-paced, on-the-go lifestyle of today's audience through five of the most popular channels. After all, the most impactful messages are the ones that get opened.

Building communication with the right channels

AT&T Messaging Toolkit offers a multi-channel messaging platform that combines mobile text (SMS and MMS), email, chat, voice broadcast, and social media into one web-based platform. With enhanced communication, organizations can:

▶ Reach a broader audience

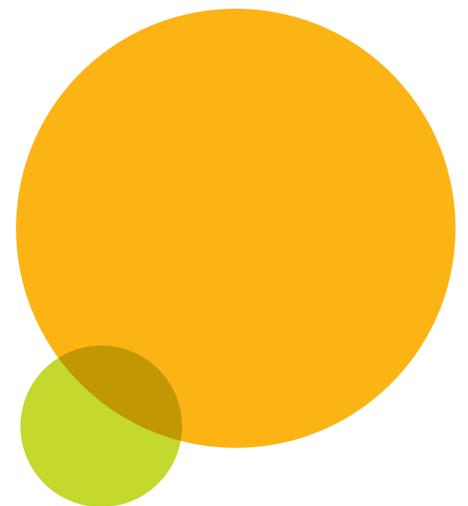
Each audience member is unique. Reaching people through their preferred channel – mobile, email, or social media- means that your message is more likely to be opened, read, and responded to.

▶ Save money

AT&T Messaging Toolkit is a proven solution that gives you five powerful channels and a long list of innovative features for one low price, with no long-term contract.

▶ Optimize time spent and maximize efficiency

Save yourself the time and hassle of sifting through, learning, and running multiple databases and applications. AT&T Messaging Toolkit consolidates the channels, features, and contact database you need into one, easy to navigate platform.



Potential benefits at a glance

AT&T Messaging Toolkit helps build a successful bridge of communication between organizations and their audiences. Here are just a few core benefits:

- ▶ **Grow and organize contact lists.**
Keep your opt-in database growing with multiple tools to collect contacts and keep them organized for greater reach and easier message delivery. And export the database at any time for other uses.
- ▶ **Control multi-channel communications from one place.**
Create and send multi-channel messages to targeted or large groups.
- ▶ **Minimize missed appointments.**
Deliver friendly reminders via text, email, or voice broadcast to minimize missed appointments and maximize opportunities.
- ▶ **Keep staff up-to-date.**
Utilize messaging features and a variety of channels to reach your employees about scheduling, announcements, or meetings.
- ▶ **Manage campaigns and analyze results.**
Create multi-channel campaigns and measure results with detailed reports on sent, delivered, and message responses.
- ▶ **Instantly grab audience attention.**
Reach your audience wherever they are with high impact messages and let your message be heard.
- ▶ **Get API capabilities.**
Integrate multi-channel messaging right into your own web-based system.

▶▶▶ **Potential Benefits**

- > Grow and organize opt-in contact lists
- > Control multi-channel communications from one place
- > Keep staff up-to-date.
- > Manage campaigns and analyze results
- > Instantly grab audience attention
- > Get API capabilities
- > Gather customer feedback
- > Minimize missed appointments



The messaging solution for your industry

AT&T Messaging Toolkit gives virtually any organization in any industry the ability to directly communicate with its audiences, offering a variety of powerful channels and features to get messages delivered. Whether you're a real estate agent, non-profit or religious organization, or education facility, AT&T Messaging Toolkit has you covered.

AT&T Messaging Toolkit major channels and features

Experience the power of the AT&T Messaging Toolkit features yourself. We encourage you to test the examples associated with each feature description to see how you can apply these features to enhance your marketing.

▶ Mobile Text Features



Bulk SMS – Send a text message to an individual contact or an entire distribution list at once.



Mobile Keywords – Allow people to easily opt-in to your database while also delivering valuable information, deals, or alerts.

Text Zone to 99000 to join Pizza Zone's VIP Promotion List.



Mobile Keyword Data Capture – Capture information like names, numbers, email addresses and detailed information like age or location through a simple mobile keyword.

Text Hearts to 99000 to join our non-profit donations list.



Mobile Coupons – Drive sales with mobile text coupons and easily track redemption rates.

Text Dcoupon to 99000 to receive 15% off your next purchase!



MMS – Send more than just text by delivering pictures or video clips directly to your audience's mobile phones.



Mobile Voting – Engage your audience and capture opinions with a mobile poll that automatically tallies votes and stores numbers into your database.

Text Mvote to 99000 to vote on what you enjoy shopping for the most.



Text-to-Screen – Make events exciting by encouraging people to text-in messages onto a big screen.



Appointment Reminders – Notify people of future appointments or reservations with a quick mobile text.



Shuffle Responder – Send a new message, joke, or inspirational quote to your audience with each text of your keyword.

Text FitTip to 99000 for new fitness tips with each text.



QR Codes – Direct audiences to any website on their mobile phones with a simple scan of a QR code that you can create



Facebook Like-Gating – Grow your fan base by incentivizing fans to Like your page in order to gain access to exclusive deals and content.

Visit us on Facebook to see how it's done.



Facebook Tab Editor – Easily add and customize a tab (additional web page) to your Facebook fan page.



Facebook Coupons – Spark word-of-mouth-marketing by offering exclusive savings to your fans.



Multi-Channel Voting – Boost brand visibility and collect mobile numbers with an interactive poll hosted through Facebook and mobile texting.

Facebook & Twitter Posting – Update Facebook and Twitter simultaneously and get your business on the newsfeed for greater exposure.

▶ Email Features



Email HTML Editor – Customize emails and newsletters or select from numerous pre-designed templates.



Email Scheduler – Conveniently schedule email campaigns in advance and have them delivered at a set time or even create automated emails.



Campaign Reports – Optimize email campaigns by viewing reports on delivery, open, bounce, and opt-out rates.



Spam Filter – Analyze email content to decrease the chance of your message landing in the junk folder.

▶ Other Major Channels and Features



Custom Data Fields – Collect specific information with the permission of your audience, such as gender, favorite hobbies, age range, and income range to deliver target messages.



Voice Broadcast – Add a touch of personality with a recorded voice message to your audience's phones.



Instant Messaging Marketing – Grab audience attention with easy message scheduling and delivery that's free for you and your customers.



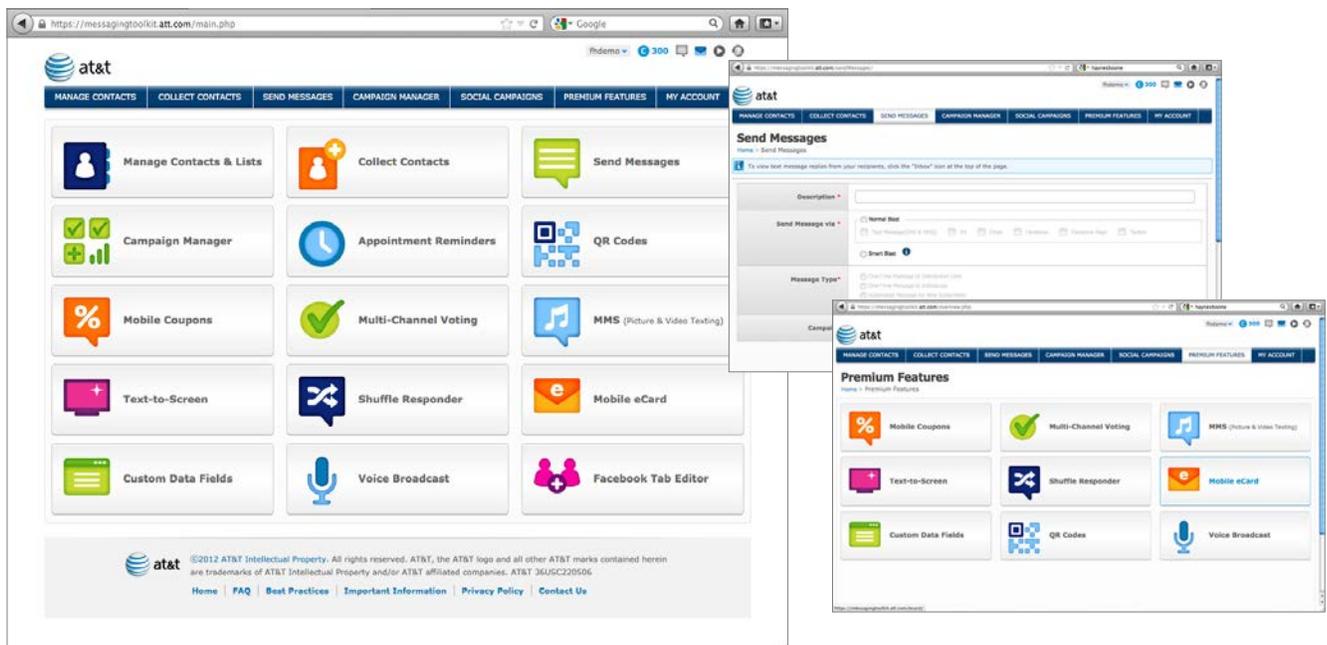
Developer API – Integrate the AT&T Messaging Toolkit capabilities into your own application.



Online Sign-up Pages (OSP) – Collect opt-in names, numbers, email addresses, and more from an online form and store them into your database.



mOSP – Customers can sign up from wherever they are via mobile optimized sign-up forms.



Multi Channel Plans (“Multi Plans”)

AT&T Messaging Toolkit Multi Channel Plans allow you to access a portal for creating, managing, and measuring campaigns that can include text messaging (SMS/MMS), email, instant messaging, social messaging, and voice broadcasts. AT&T Messaging Toolkit Multi Plans supports both HTTP and REST application programming interfaces (“API’s”) for Multi 6,800 and higher.

<i>Multi plan*</i>	<i>Price (monthly recurring charge)*</i>	<i>Rollover credits †</i>	<i>Max mobile keywords</i>	<i>Max number of email contacts</i>	<i>Email</i>	<i>Instant message</i>	<i>Social message</i>	<i>API access</i>
Multi 1,000	\$50	1,000	2	5,000	Included	Included	Included	
Multi 1,600	\$80	1,600	4	11,000	Included	Included	Included	
Multi 2,200	\$110	2,200	6	15,000	Included	Included	Included	
Multi 3,400	\$155	3,400	9	25,000	Included	Included	Included	
Multi 4,600	\$200	4,600	12	33,000	Included	Included	Included	
Multi 6,800	\$270	6,800	17	45,000	Included	Included	Included	Included
Multi 10,000	\$370	10,000	25	60,000	Included	Included	Included	Included
Multi 13,000	\$440	13,000	30	75,000	Included	Included	Included	Included
Multi 20,000	\$620	20,000	45	110,000	Included	Included	Included	Included
Multi 30,000	\$840	30,000	65	160,000	Included	Included	Included	Included
Multi 50,000	\$1,250	50,000	100	250,000	Included	Included	Included	Included
Multi 75,000	\$1,650	75,000	140	330,000	Included	Included	Included	Included
Multi 100,000	\$1,900	100,000	160	400,000	Included	Included	Included	Included

Larger plans available upon request.

* Multi Plans up to Multi 30,000 are available to customers in Puerto Rico.

* No proration for partial months, including where Customer changes Multi-Plans (Customer will receive full month of Roll Over Credits and service from the changed plan the following month, after the month in which the change takes place).

† Unused credits are carried forward.

Additional rollover credits

<i>Additional rollover credits</i>	<i>Price (Non-Recurring Charge)</i>	<i>Rollover credits †</i>
1,000 Credits	\$50	1,000
2,500 Credits	\$125	2,500
5,000 Credits	\$230	5,000
10,000 Credits	\$400	10,000
20,000 Credits	\$680	20,000
50,000 Credits	\$1,400	50,000
100,000 Credits	\$2,200	100,000

Larger plans available upon request.

† Unused credits are carried forward.

Professional services

<i>Professional Services</i>	<i>Price (Non-Recurring Charge)</i>
Advanced support & campaign management (5 hours)	\$495
Marketing consulting (5 hours)	\$995
API integration (1 hour)	\$200

Additional keywords

Multi Plans include a maximum number of keywords that can be used with AT&T Messaging Toolkit's shared common short code. To use additional keywords, the following monthly plans are available.

<i>Additional Keywords</i>	<i>Price (Monthly Recurring Charge)</i>
1 Keyword	\$15
5 Keywords	\$50
10 Keywords	\$70
50 Keywords	\$250
100 Keywords	\$300

Dedicated short code services

The following fees apply for dedicated short codes. Customer assumes responsibility for all related Common Short Code Administration (“CSCA”) fees.

<i>Dedicated short code services</i>	<i>Price</i>
Short code provisioning	\$3,500 (Non-Recurring Charge)
Short code management	\$500 (Monthly Recurring Charge)
Change brief*	\$500 (Non-Recurring Charge)

* Change briefs occur when there is a change to a short code or when regulatory agencies request a brief.

International Credits (“Intl Credits”)

SMS messages sent to countries outside the fifty United States require International Credits and are charged at different rates based on the country. International Credits can be purchased in predetermined-sized buckets or domestic credits from a customer’s existing balance may be converted into International Credits at a rate of 1 to 1.

<i>Additional Intl rollover credits</i>	<i>Price (Non-Recurring Charge)</i>	<i>Rollover Intl credits†</i>
1,000 Intl credits	\$10	1,000
2,500 Intl credits	\$25	2,500
5,000 Intl credits	\$50	5,000
10,000 Intl credits	\$99	10,000
20,000 Intl credits	\$196	20,000
50,000 Intl credits	\$485	50,000
100,000 Intl credits	\$960	100,000

Larger plans available upon request.

† Unused credits are carried forward

Credit charges

Multi plan credit charges

	<i>SMS*</i> <i>(per message)</i>	<i>Incoming SMS</i> <i>(per message)</i>	<i>Incoming SMS</i> <i>premium features†</i> <i>(per message)</i>	<i>MMS*</i> <i>(per message)</i>	<i>Voice broadcast</i> <i>(per minute, per</i> <i>outgoing message)</i>
US customers: Within Fifty United States	1 credit	0 credits	0.5 credits	6 credits	3 credits
Outside Fifty United States	Intl credits**	N/A	N/A	N/A	N/A
Puerto Rico customers: Within Puerto Rico and Fifty United States	3 credit	0 credit	0.5 credit	N/A	3 credit
Outside Puerto Rico and Fifty United States	Intl credits**	N/A	N/A	N/A	N/A

* No charge for failed delivery or for "welcome" message sent after end user sign-up.

† Premium features include multi-channel voting, text to screen, and shuffle responder.

‡ Includes Mobile eCard; no charge for failed delivery.

**Customers will be able to view the number of International Credits required for each destination via the marketing website (www.att.com/messagingtoolkit) and the AT&T Messaging Toolkit portal (<http://messagingtoolkit.att.com>).



For more information contact an AT&T Representative, call 1-800-597-8244, or visit www.att.com/messagingtoolkit.

Important Information

Eligibility and Activation: AT&T Messaging Toolkit is an internet website solution, and/or application programming interface ("API") used for messaging ("Solution"), and related SMS, MMS, e-mail, voice broadcast, social media, and instant messaging capabilities. AT&T Messaging Toolkit is available to AT&T small and medium sized business or government customers ("Customer(s)") that have a valid, eligible AT&T wireless/government agreement ("Wireless Agreement") and their Corporate Responsibility Users ("CRUs"). Individual Responsibility Users ("IRUs") are not eligible. AT&T Messaging Toolkit must be provisioned and de-provisioned by an AT&T sales representative, customer service representative or using an appropriate AT&T ordering portal, if qualified. AT&T will designate a Customer BAN ("Billing Account Number") to which AT&T will bill all AT&T Messaging Toolkit charges. If such BAN is suspended or cancelled, all AT&T Messaging Toolkit feature rate plans provisioned through such BAN will be disabled. AT&T Messaging Toolkit may not be available for purchase in all sales channels or in all areas.

Account Suspension: If Customer account or the AT&T Messaging Toolkit service within Customer account is suspended for reasons other than abuse or violation of terms of use, Customer account data is retained but billing is suspended. Customer data is kept from last date of bill cycle and Customer may continue to access account data until the last day of the bill cycle. Unused credits will roll over to the next bill cycle if applicable. In the case of suspension due to a violation of terms of use, Customer account will be suspended immediately when abuse is detected and Customer will be contacted. Customer account data will be retained but inaccessible to Customer until service is cancelled or reinstated. Billing is suspended and unused credits will roll over to the next bill cycle if applicable.

**AMENDMENT #19
TO
CONTRACT NUMBER VA-090512-ATM
BETWEEN THE
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA
AND
AT&T MOBILITY NATIONAL ACCOUNTS LLC**

This Amendment No. 19 ("Amendment 19") is entered into as of 30 Dec, 2013 (the "Amendment 19 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA") (VITA and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

Section 1. Recitals.

1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009, as amended (the "Contract").

1.2 AT&T and VITA intend to make certain changes to the Contract in accordance with the terms and conditions of this Amendment 19.

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, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 19. Unless otherwise defined, capitalized terms in this Amendment 19 have the meanings ascribed to them in the Contract.

Section 3. AT&T Campus Guide Plus Custom Offer. Provided VITA is in full compliance with the terms and conditions of the Contract, this Amendment 19 including, without limitation, the AT&T Campus Guide Plus Sales Information attached hereto and incorporated herein as Exhibit A (the "Campus Guide Plus Sales Information") AT&T will provide VITA, its Subscribers, and their qualified employees with the AT&T Campus Guide Plus custom offer described in this §3, including all corresponding pricing tables (the "Campus Guide Plus Custom Offer"). The Campus Guide Plus Custom Offer is available for the term of the Contract. No additional discounts, promotions, offers or rebates, unless specifically set forth herein, will be apply. To be eligible for the Campus Guide Plus Custom Offer, the corresponding employee (a) must be eligible to activate Service on the underlying, non-customized version of the AT&T Campus Guide Plus; and (b) must be receiving Service under the Contract. The Campus Guide Plus Custom Offer does not include applicable taxes. In accordance with the Contract and except as modified herein, the Campus Guide Plus Custom Offer is subject to the terms and conditions of the Campus Guide Plus Sales Information. To the extent of any material conflict between the terms and conditions of this §3 and the Campus Guide Plus Sales Information, this §3 will control. Notwithstanding the foregoing, the Campus Guide Plus Custom Offer will be provided only if the Subscriber's account is active and in good standing with respect to the applicable employee.

Section 3.1. Additional Terms and Conditions. The Parties acknowledge and agree that the following additional terms and conditions apply to the Campus Guide Plus Custom Offer:

(a) The Campus Guide Plus Custom Offer should not be used as the primary or sole method of sending notifications that contain information that is essential to the protection of life or property. In such situations the service may be more susceptible to blocking, outages, delays and congestion, and greater risk of non-delivery;

(b) All intellectual property rights in the Campus Guide Plus Custom Offer or arising by virtue of AT&T's provision of the Campus Guide Plus Custom Offer are and will be the sole and exclusive property of AT&T or its supplier and neither ownership nor title to any such property will pass to VITA; and

(c) AT&T has no defense, settlement, indemnification or other obligation or liability arising from the actual or alleged infringement or misappropriation of intellectual property based on purchased equipment or

software not manufactured or created by AT&T, on third-party services, on professional services or on custom-developed software.

**Table 3.1
Campus Guide Custom Offer for
AT&T Campus Guide Plus (Lite) for Community Colleges**

AT&T Campus Guide Plus (Lite) for Community Colleges

	Product - Description	Annual License Subscription Fee	One-Time Set-up Installation
CG+ Lite Platform	Mobile Campus Guide Plus (Lite) for Community Colleges: Pricing applicable for a single school Fully Hosted by AT&T's Supplier Mobile Web & Native Android, iPhone (Phone Only, No Tablets)	\$10,500	\$11,676
Lite Platform Add-on Modules (Optional) For Community Colleges	Mobile Campus Guide Plus Subscription Platform to include Tablet (Mobile Web)	\$2,268	\$2,016
	Course Catalog – Search, browse and view course offerings and description. Enables both students and prospective students the ability to search and view courses that are available	n/a	\$2,016
	Courses – Enables broad interaction between the professor and students. Quickly find class locations, class assignments, announcements and more. Includes the ability for students to view course information, assignments and announcements. Supported Systems: Blackboard, Canvas, Moodle, Sakai, or Desire2Learn	\$3,276	\$4,956
	Publish/Admissions – Allows developers and non-developers alike to quickly assemble and update mobile web sites and native apps using a familiar web-authoring interface. With an easy-to-use web interface to create and update mobile applications, business users at universities can create and maintain mobile applications such as Admissions, Alumni, Special Events, Reunion, or New Student Orientation.	\$6,090	\$4,032
	Registrar/SIS – Includes the ability for students to view Student Records, Grade Book, Course Catalog, Add/Drop using either: • Peoplesoft • Banner • Datatel Colleague	\$13,020 \$17,220 \$17,220	\$13,356 \$18,900 \$18,900
	Tour – Enables the school to engage prospective students or campus visitors, through an interactive, multi-stop mobile walking tour with descriptive text, photos, videos, and links. Mobile Web only (no tablet), to include 10 Stops.	\$6,720	\$4,788
	Professional Services – Additional professional services for any custom requirements or development on a project-specific basis. Professional services above and beyond the scope of the AT&T Campus Guide Plus (Lite) solution installation will be identified on a statement of work.	n/a	\$166 p/hr

**Table 3.2
Campus Guide Custom Offer for
AT&T Campus Guide Plus (Standard) for Higher Education and Universities (One Year Term)**

AT&T Campus Guide Plus (Standard) for Higher-Education and Universities
(One Year Term)

	Product – Description	Annual License Subscription Fee	One-Time Set up Installation
CG+ Standard Platform	<p>Mobile Campus Guide Plus (Standard) for Higher Education and Universities (Single School): Small (up to 10,000 Students Enrolled) Medium (up to 25,000 Students Enrolled) Large (above 25,000+ Students Enrolled)</p> <p>Supports Mobile Web, Native & Tablets included (Native – Android & iOS only)</p>	<p>\$18,288 \$24,780 \$31,080</p>	\$16,464
Standard Platform Add-on Modules (Optional)	Development Server – for onsite installation and Customer Development; Single Kurogo Server Subscription	\$7,308	n/a
	Development Server Training – 6 hours of online training with AT&T's supplier engineer to learn the basic installation, programming best practices, and design elements of the Kurogo platform, and to also learn how to build a custom module. (Limit of 6 Attendees per training class)	n/a	\$2,100
	Publish/Admissions – Allows developers and non developers alike to quickly assemble and update mobile web sites and native apps using a familiar web-authoring interface. With an easy-to-use web interface to create and update mobile applications, business users at universities can create and maintain mobile applications such as Admissions, Alumni, Special Events, Reunion, or New Student Orientation.	\$7,308	\$4,032
	Registrar/SIS – Includes the ability for students to view Student Records, Grade Book, Course Catalog, Add/Drop using either: • Peoplesoft • Banner • Datatel Colleague	<p>\$13,020 \$17,220 \$17,220</p>	<p>\$13,356 \$18,900 \$18,900</p>
	Tour – Enables the school to engage prospective students or campus visitors, through an interactive, multi-stop mobile walking tour with descriptive text, photos, videos, and links. Mobile Web only (no tablet), to include 10 Stops.	\$7,308	\$6,720
	Transit/Shuttles – Static map of individual shuttle route, single screen of static schedule information detailing frequency of route (full daily shuttle schedules not supported in Transit Lite) GPS (if available): route maps, schedule of service, dynamic GPS tracking	\$4,788	T&M (\$168 p/hr)
	Professional Services – Additional professional services for any custom requirements or development on a project-specific basis. Professional services above and beyond the scope of the AT&T Campus Guide Plus (Lite) solution installation will be identified on a statement of work.	n/a	\$168 p/hr

**Table 3.3
Campus Guide Custom Offer for
AT&T Campus Guide Plus (Standard) for Higher Education and Universities (Three Year Term)**

AT&T Campus Guide Plus (Standard) for Higher-Education and Universities
(Three Year Term)

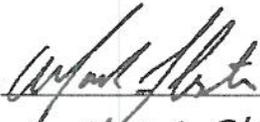
	Product – Description	Annual License Subscription Fee	One-Time Set-up Installation
CG+ Standard Platform	Mobile Campus Guide Plus (Standard) for Higher Education and Universities (Single School): Small (up to 10,000 Students Enrolled) Medium (up to 25,000 Students Enrolled) Large (above 25,000+ Students Enrolled) Supports Mobile Web, Native & Tablets included (Native – Android & iOS only)	\$16,380 \$22,260 \$28,140	\$16,464
Standard Platform Add-on Modules (Optional)	Development Server – for onsite installation and Customer Development: Single Kurogo Server Subscription	\$6,090	n/a
	Development Server Training – 6 hours of online training with AT&T's supplier engineer to learn the basic installation, programming best practices, and design elements of the Kurogo platform, and to also learn how to build a custom module. (Limit of 6 Attendees per training class)	n/a	\$2,100
	Publish/Admissions – Allows developers and non-developers alike to quickly assemble and update mobile web sites and native apps using a familiar web-authoring interface. With an easy-to-use web interface to create and update mobile applications, business users at universities can create and maintain mobile applications such as Admissions, Alumni, Special Events, Reunion, or New Student Orientation.	\$6,090	\$4,032
	Registrar/SIS – Includes the ability for students to view Student Records, Grade Book, Course Catalog, Add/Drop using either: • Peoplesoft • Banner • Datatel Colleague	\$11,676 \$15,540 \$15,540	\$13,356 \$18,900 \$18,900
	Tour – Enables the school to engage prospective students or campus visitors, through an interactive, multi-stop mobile walking tour with descriptive text, photos, videos, and links. Mobile Web only (no tablet), to include 10 Stops.	\$6,090	\$6,720
	Transit/Shuttles – Static map of individual shuttle route, single screen of static schedule information detailing frequency of route (full daily shuttle schedules not supported in Transit Lite) GPS (if available): route maps, schedule of service, dynamic GPS tracking	\$3,990	T&M (\$168 p/hr)
	Professional Services – Additional professional services for any custom requirements or development on a project-specific basis. Professional services above and beyond the scope of the AT&T Campus Guide Plus (Lite) solution installation will be identified on a statement of work	n/a	\$168 p/hr

Section 4. Eligible Customers. Any public body who is a wireless customer of the Virginia Information Technology Agency (VITA) is eligible to acquire, or renew, the products offered in this Amendment 19. All initial orders and renewal shall be ordered thru the VITA Telecommunications Service Order (TSR) process.

Section 5. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 19, are hereby re-stated and ratified by AT&T and VITA. 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 19 as of the Amendment 19 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

BY: 
NAME: MARIE FLISTER
TITLE: SR. CONTRACT MANAGER
DATE: 12/16/2013

VIRGINIA INFORMATION TECHNOLOGIES
AGENCY ON BEHALF OF THE
COMMONWEALTH OF VIRGINIA

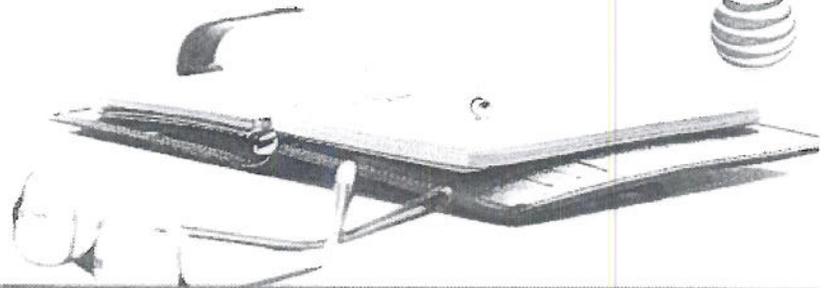
BY: 
NAME: PHILIP L. PIPPERT
TITLE: DIRECTOR, SCM
DATE: 12/30/13

EXHIBIT A

Campus Guide Plus Sales Information

[A true and correct copy of the Campus Guide Plus Sales Information follows this page]

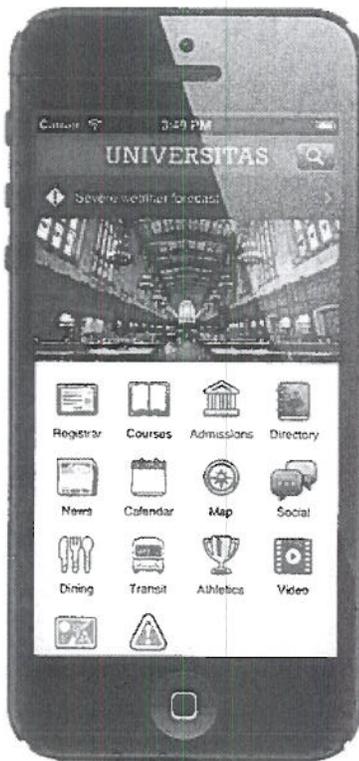
Product Brief



Mobile Application Development from AT&T

Mobilize your campus today with AT&T Campus Guide Plus

In today's environment, higher education institutions are aggressively seeking to transform and mobilize their campuses to connect, inform, and engage all campus constituents...from students, staff, and faculty to alumni and prospective students...all on the go, anytime, and anywhere!



AT&T Campus Guide Plus provides you the ability and tools to engage with your community at every stage in their campus life. With a broad array of pre-built modules including Admissions, Tours, Events and Directory, you can quickly implement mobile communications on your campus. AT&T Campus Guide Plus is a highly extensible mobile-first portal solution that works with virtually any device and data source – allowing you to manage your ever-changing mobile environment effectively. And it's easy to customize the open source based modules to meet your community's specific needs.

AT&T Campus Guide Plus is easy to implement and will help to give you control over your campus' mobile environment.



Potential Benefits

- Open source technology, which enables direct access to the platform source code, and transparency
- Rapid integration with back-end systems and deployment, from concept to completion in a matter of weeks
- Increase in productivity and effectiveness; improve revenue flow with admissions and potential return on investment (ROI)
- Community innovation with school IT departments and developers who can customize applications themselves
- Increased agility and real-time, over-the-air access to provide students, staff, alumni, and prospective students the information they need, when they need it

Features

- Pre-built set of application modules with connectors to integrate with leading ERP, CRM, LMS, SIS and other Higher Education systems
- Theming applications in the Institution's brand, with logo, textures and images to show your school spirit
- Available for mobile web and native app deployment, including support for phones from any carrier
- Hosting available or can be hosted on-premise

AT&T Campus Guide Plus Pricing

Option 1 - AT&T Campus Guide Plus (Lite) for Community Colleges

	Product - Description	Annual License Subscription Fee	One-Time Set-up Installation
CG+ Lite Platform	Mobile Campus Guide Plus (Lite) for Community Colleges: <ul style="list-style-type: none"> • Pricing applicable for a single school • Fully Hosted by AT&T's Supplier • Mobile Web & Native Android, iPhone (Phone Only, No Tablets) 	\$12,500	\$13,900
Lite Platform Add-on Modules (Optional) For Community Colleges	Mobile Campus Guide Plus Subscription Platform to include Tablet (Mobile Web)	\$2,700	\$2,400
	Course Catalog – Search, browse and view course offerings and description. Enables both students and prospective students the ability to search and view courses that are available	n/a	\$2,400
	Courses – Enables broad interaction between the professor and students. Quickly find class locations, class assignments, announcements and more. Includes the ability for students to view course information, assignments and announcements. Supported Systems: Blackboard, Canvas, Moodle, Sakai, or Desire2Learn	\$3,900	\$5,900
	Publish/Admissions – Allows developers and non-developers alike to quickly assemble and update mobile web sites and native apps using a familiar web-authoring interface. With an easy-to-use web interface to create and update mobile applications, business users at universities can create and maintain mobile applications such as Admissions, Alumni, Special Events, Reunion, or New Student Orientation.	\$7,250	\$4,800
	Registrar/SIS – Includes the ability for students to view Student Records, Grade Book, Course Catalog, Add/Drop using either: <ul style="list-style-type: none"> • Peoplesoft • Banner • Datatel Colleague 	\$15,500 \$20,500 \$20,500	\$15,900 \$22,500 \$22,500
	Tour – Enables the school to engage prospective students or campus visitors, through an interactive, multi-stop mobile walking tour with descriptive text, photos, videos, and links. Mobile Web only (no tablet), to include 10 Stops.	\$7,250	\$8,000
	Professional Services – Additional professional services for any custom requirements or development on a project-specific basis. Professional services above and beyond the scope of the AT&T Campus Guide Plus (Lite) solution installation will be identified on a statement of work.	n/a	\$200 p/hr

AT&T Campus Guide Plus Pricing (Continued)

Option 2 – AT&T Campus Guide Plus (Standard) for Higher-Education and Universities

	Product - Description	Annual License Subscription Fee	One-Time Set-up Installation
CG+ Standard Platform	Mobile Campus Guide Plus (Standard) for Higher Education and Universities (Single School): <ul style="list-style-type: none"> • Small (up to 10,000 Students Enrolled) • Medium (up to 25,000 Students Enrolled) • Large (above 25,000+ Students Enrolled) Supports Mobile Web, Native & Tablets Included (Native – Android & iOS only)	\$21,700 \$29,500 \$37,000	\$23,600
Standard Platform Add-on Modules (Optional)	Development Server – for onsite installation and Customer Development; Single Kurogo Server Subscription	\$8,700	n/a
	Development Server Training – 6 hours of online training with AT&T's supplier engineer to learn the basic installation, programming best practices, and design elements of the Kurogo platform, and to also learn how to build a custom module. (Limit of 6 Attendees per training class)	n/a	\$2,500
	Publish/Admissions – Allows developers and non-developers alike to quickly assemble and update mobile web sites and native apps using a familiar web-authoring interface. With an easy-to-use web interface to create and update mobile applications, business users at universities can create and maintain mobile applications such as Admissions, Alumni, Special Events, Reunion, or New Student Orientation.	\$8,700	\$4,800
	Registrar/SIS – Includes the ability for students to view Student Records, Grade Book, Course Catalog, Add/Drop using either: <ul style="list-style-type: none"> • Peoplesoft • Banner • Datatel Colleague 	\$15,500 \$20,500 \$20,500	\$15,900 \$22,500 \$22,500
	Tour – Enables the school to engage prospective students or campus visitors, through an interactive, multi-stop mobile walking tour with descriptive text, photos, videos, and links. Mobile Web only (no tablet), to include 10 Stops.	\$8,700	\$8,000
	Transit/Shuttles – Static map of individual shuttle route, single screen of static schedule information detailing frequency of route (full daily shuttle schedules not supported in Transit Lite) GPS (if available): route maps, schedule of service, dynamic GPS tracking	\$5,700	T&M (\$200 p/hr)
	Professional Services – Additional professional services for any custom requirements or development on a project-specific basis. Professional services above and beyond the scope of the AT&T Campus Guide Plus (Lite) solution installation will be identified on a statement of work.	n/a	\$200 p/hr

AT&T Campus Guide Plus (CG+) Platform Features

Feature	Description	Benefit	CG+ (Lite) Platform	CG+ (Standard) Platform
Home Screen	A springboard or list-style navigation providing immediate access to the modules below. Includes an "About" feature for general information about the site	An organized starting point to link seamlessly to the Campus Home Page material, as well as, additional resources and information captured by each feature below	Included	Included
About	General information about the mobile website or application	Provides information that will help guide the user through the mobile website or application with ease	Included	Included
Athletics	View the latest news headlines, scores, and upcoming scheduled events	Keeping you up to date with the latest development and news for your favorite campus athletic events and teams	N/A	Included
Calendar/Events	Functionality includes browsing and searching for specific events and links to the locations for an event	Always know, on the go, when your favorite events are taking place and find important campus dates to easily add to your device's calendar	Included	Included
Courses	Includes the ability for students to view course information, assignments and announcements (Add-on option for CG+ (Lite))	Enables broad interaction between the professor and students. Quickly find class locations, class assignments, announcements and more	Add-on Option Only	Included
Dining/Cafeteria	Information on campus dining options, including cafeteria hours, map locations, menus	Helps user quickly make decisions about where and what to eat	N/A	Included
Directory	Includes the public campus directory, to enable search functionality for contact information	Search the campus directory to find office locations, emails and phone numbers. Students, faculty and staff can locate key information, with options to include photos and advanced search capabilities to call, email, or locate people via maps	Included	Included
Emergency	Mobile access to critical information, (i.e. numbers for Police, Fire, Security) plus ability to display alert on application/website home screen	Access to emergency help lines and other important resources that are just a click away	Included	Included
Images	Display a library of photo images	Provides a visual tour of images captured to promote awareness	Included	Included
Libraries	Catalog search, hours and locations of library locations	Helps user quickly access hours, locations, and what's currently available at the campus library	N/A	Included
Links	List of links can be a single list or categorical listing. Can also be used to create a 'link module' to an existing mobile website, provide a webview of mobile features, or a sub-spring to gather affiliated modules	Provides important links to additional sites, both internal and external	Included	Included

AT&T Campus Guide Plus (CG+) Platform Features (Continued)

Feature	Description	Benefit	CG+ (Lite) Platform	CG+ (Standard) Platform
Maps	Functionality includes a campus map with buildings and points of interest denoted throughout the map. Integrated with other modules such as directory, events, and courses	Find class locations and school buildings, avoid getting lost, and know where you are and where you need to go at all times	Included	Included
News	Functionality includes mobile access to newsfeeds	Stay up-to-date on the latest headlines and news around the campus	Included	Included
Social	Functionality includes aggregated mobile access to social media feeds	An easy way to access social media feeds, such as Facebook and Twitter...to stay connected with friends, classmates, professors, alumni and more	Included	Included
Videos	Functionality includes mobile access to video content	View campus videos of events and opportunities for prospective students to get a feel for the University and campus life	Included	Included

Notes:

Applicable license fees will be charged annually.

Standard Platform Fee is based on option and/or number of students enrolled, and only licenses and hosts a single installation and mobile site. Multi-campus, multi-department installations are licensed separately.

Installation fees are One-Time charges, with services performed by an authorized third party supplier.

Feature or functionality changes, updates, or additions that are beyond the scope outlined in the SOW are subject to service time and materials costs.

A Statement of Work (SOW) will identify any Time & Materials (T&M) requirements, including any installation, consulting and implementation fees associated to the Standard Platform or Add-on Modules

Publish/Admissions installation includes configuration to (1) iPhone and (1) Android; Added cost of \$200 p/hr T&M will be required for additional Native installation. Requires a Campus Guide Plus Platform Subscription, however, if purchasing as a stand-alone option, then Annual Subscription Fee is \$11,200 for standard (\$9,750 for Community Colleges) and the One-Time Set-up Fee is \$7,300.

Publish/Admissions & Tour option can be hosted by AT&T's authorized third party supplier, which assumes a single mobile site/server installation with a capacity for a maximum of 50 Mobile Screens, 250 MB content, 20,000 page views/day, per site. Anything above will be at an additional cost.

Registrar/SIS optional feature can be hosted by AT&T's authorized third party supplier at no additional subscription cost as part of the Campus Guide Plus installation, which assumes a single mobile site/server installation with a capacity to handle a maximum of 40,000 page views per day. Anything above that volume will be at an additional cost.

Datatel Colleague requires licensing a 3rd party product from Eris Corporation (Web Wizard) or equivalent to handle certain Datatel integration tasks.

Tour is available to Mobile Web only; includes 10 stops as part of the installation, with an added \$500 fee per stop in excess of the 10; does not apply to tablets.

Travel and expense fees are not included and will apply separately, as incurred.

For more information contact an AT&T Representative or visit www.att.com/mobile-app-development.

Important Information

AT&T Campus Guide Plus is only available to AT&T business or government customers on a qualified AT&T agreement. AT&T Campus Guide Plus consists of studio and platform software, and professional services, hosting, platform and application support. All fees paid are non-refundable. The scope and final price of professional services (including any applicable travel costs and expenses), platform and application support packages and/or hosting will be addressed in a separate Statement of Work. AT&T Campus Guide Plus software is subject to the software license agreement found at <http://www.modolabs.com/att-eula>.

CUSTOMER PERSONAL DATA: Customer Personal Data may be transferred to or accessible by (i) AT&T personnel around the world (ii) third parties who act on AT&T's behalf as subcontractors; and (iii) third parties (such as courts, law enforcement or regulatory authorities) where required by law. Customer will only provide or make Customer Personal Data accessible when customer has the legal authority to do so and for which it has obtained the necessary consents from its end users, and will camouflage or securely encrypt Customer Personal Data in a manner compatible with this offer. As used in this product brief, the term Customer Personal Data includes, without limitation, name, phone number, email address, wireless location information or any other information that identifies or could reasonably be used to identify customer or its end users. Customer is responsible for providing end users with clear notice concerning customer's collection, use and protection of Customer Personal Data for end users obtained via this offer, including, without limitation, end user device location information, and for obtaining end user consent to that collection and use.

Wireless service is sold separately and subject to the wireless carrier's terms and conditions. Additional charges and restrictions may apply. Offer subject to change

07/18/13 AB-2661

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**MODIFICATION #18
TO
CONTRACT NUMBER VA-090512-ATM
BETWEEN THE
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA
AND
AT&T MOBILITY, INC.**

This MODIFICATION to the **Wireless Telecommunications Services Contract** (Contract VA-090512-ATM, as amended) ("Contract") is entered into by and between the **Virginia Information Technologies Agency** (hereinafter referred to as "VITA or "Customer"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia ("the Commonwealth"), and **AT&T Mobility, Inc.** ("Supplier" or "AT&T"). This Modification is hereby incorporated into and made an integral part of the Contract.

1. Renewal

The parties agree to renew the aforementioned contract thru June 30, 2014

2. International Rate Plans

a. The parties agree to the addition of the following International Rate Plans

International Rate Plans

World Traveler and International Calling		
Feature	Description	Price Per Month
World Traveler	Allows International Roaming	\$5.99
International Calling	Allows US to International calling	\$3.99

The listed pricing is not eligible for MSC discount.

International Messaging		
Feature	Charge	Details
Global Messaging 50	\$10.00 (MRC)	Send 50 Text, Picture, video or instant messages in over 140 select countries. Overage is \$0.40 per message
Global Messaging 200	\$30.00 (MRC)	Send 200 Text, Picture, video or instant messages in over 140 select countries. Overage is \$0.35 per message
Global Messaging 600	\$60.00 (MRC)	Send 600 Text, Picture, video or instant messages in over 140 select countries. Overage is \$0.25 per message

Select countries are those identified on the AT&T Web Site as being included in International Messaging and Data Packages.

The listed pricing is not eligible for MSC discount.

AT&T Canada and Mexico Voice Plans*		
Feature	Charge	Details
Canada and Mexico Travel 80	\$30.00 (MRC)	Provides 30 minutes of Voice usage per month. Overage is \$0.50 per minute
Canada and Mexico Travel 200	\$60.00 (MRC)	Provides 80 minutes of Voice usage per month. Overage is \$0.50 per minute
Canada and Mexico Travel 500	\$120.00 (MRC)	Provides 200 minutes of Voice usage per month. Overage is \$0.50 per minute
Pay-Per-Use	\$1.00/min	Provides 1 minute of Voice usage

Monthly packages for making and receiving calls while in Mexico and Canada.

* One-month minimum required. Package and overage rates apply only in Canada and Mexico. If Customer removes the package before the monthly bill cycle ends, the included monthly minute allotment will be reduced proportionately. Usage outside Canada and Mexico will be charged at applicable pay-per-use rate.

The listed pricing is not eligible for MSC discount.

AT&T Europe Travel Minutes*		
Feature	Charge	Details
European Travel 30	\$30.00 (MRC)	Provides 30 minutes of Voice usage per month. Overage is \$1.00 per minute
European Travel 80	\$60.00 (MRC)	Provides 80 minutes of Voice usage per month. Overage is \$1.00 per minute
European Travel 200	\$120.00 (MRC)	Provides 200 minutes of Voice usage per month. Overage is \$1.00 per minute
Pay-Per-Use	\$1.50/min	Provides 1 minute of Voice usage

For making and receiving calls in the "Europe Region".

*One-month minimum required. If Customer removes the package before the monthly bill cycle ends, the included monthly minute allotment will be reduced proportionately. Package and overage rates apply to calls made and received within applicable region only. Usage outside of the region will be charged at applicable pay-per-use rate. European countries are those identified on the AT&T Web Site as being included in European Messaging and Data Packages.

The listed pricing is not eligible for MSC discount.

AT&T Rest of World Voice Plans*		
Feature	Charge	Details
Rest-of-World Travel 15	\$30.00 (MRC)	Provides 15 minutes of Voice usage per month. Overage is \$2.00 per minute
Rest-of-World Travel 40	\$60.00 (MRC)	Provides 40 minutes of Voice usage per month. Overage is \$2.00 per minute
Rest-of-World Travel 100	\$120.00 (MRC)	Provides 100 minutes of Voice usage per month. Overage is \$2.00 per minute
Pay-Per-Use	\$2.50/min	Provides 1 minute of Voice usage

For making and receiving calls in the "Rest of World" Region.

*One-month minimum required. If you remove the package before your monthly bill cycle ends, the included monthly minute allotment will be reduced proportionately. Package and overage rates apply to calls made and received within applicable region only. Usage outside of the region will be charged at applicable pay-per-use rate. Pay-Per-Use Calling Rate on Cruise Ships, On Air, "Rest of World" Region", Ethiopia, Faikland Islands, San Tome and Principe, Turkmenistan and Tunisia: \$2.50/min.

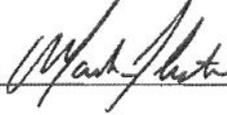
The listed pricing is not eligible for MSC discount.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090512-ATM and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

AT&T MOBILITY, INC.

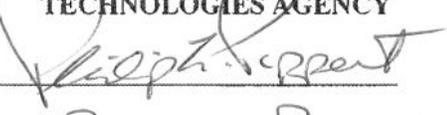
BY: 

NAME: MARE FLISTER

TITLE: SR CONTRACT MANAGER

DATE: 7/30/2013

VIRGINIA INFORMATION TECHNOLOGIES AGENCY

BY: 

NAME: PHILIP L. PIPPERT

TITLE: DIRECTOR, SEM

DATE: 7/31/13



ATT Mobility
EBS GEM
7229 Parkway Drive
Hanover, MD 21076

31 July 2013

Mr. J.B Edmonds
Supply Chain Management
Virginia Information Technologies Agency
11751 Meadowville Lane
Chester, Virginia 23836-6315

RE: Contract VA-090512-ATM, Modification 18 - International Features

Dear Mr. Edmonds:

Please accept this letter as confirmation that AT&T will put into place a process whereby the addition of the International Features as described in Modification 18, will be managed by a cooperative effort between VITA, and AT&T's Service Management Group. This process, when properly executed, will facilitate the addition of the specific features in a manner that will prevent the proration of charges as described in Modification 18.

AT&T fully understands VITA's concerns relative to prorated charges for international usage. We are confident that by managing the initiation, and cancellation, of these features through our Service Management Group, we can prevent prorated charges effectively. I have spoken with Pete Hatcher, AT&T Account Executive, and we will work with the Service Management Group to outline the specific process, and submit that process to VITA for review shortly.

Please do not hesitate to contact me if there are further questions, and as always, thank you for choosing AT&T.

Sincerely,

Mark Flister
Sr. Contract Manager
AT&T Mobility

**MODIFICATION #17
TO
CONTRACT NUMBER VA-090512-ATM
BETWEEN THE
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA
AND
AT&T MOBILITY, INC.**

This MODIFICATION to the **Wireless Telecommunications Services Contract** (Contract VA-090512-ATM, as amended) ("Contract") is entered into by and between the **Virginia Information Technologies Agency** (hereinafter referred to as "VITA or "Customer"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia ("the Commonwealth"), and **AT&T Mobility, Inc.** ("Supplier" or "AT&T"). This Modification is hereby incorporated into and made an integral part of the Contract.

1. **Renewal**

The parties agree to renew the aforementioned contract thru July 31, 2013.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090512-ATM and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

AT&T MOBILITY, INC.

BY: *Mark Flister*
NAME: MARK FLISTER
TITLE: SZ. CONTRACT MANAGER
DATE: 6/26/2013

VITA

BY: *Doug Crenshaw*
NAME: Doug Crenshaw
TITLE: VITA Sourcing Manager
DATE: 6/27/13

AMENDMENT NO. 16

To

Wireless Services and Equipment Contract No. VA-090512-ATM

This Amendment No. 16 ("Amendment 16") is entered into as of December 5, 2012 (the "Amendment 16 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA" or "Customer") (VITA and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

Section 1. Recitals.

1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009, as amended (the "Contract").

1.2 AT&T and VITA intend to make certain changes to the Contract in accordance with the terms and conditions of this Amendment 16.

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, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

Section 3. Unlimited DataConnect Plan. Contractor will provide VITA the Unlimited DataConnect Plan with an MSC of \$47.49, prior to the application of the contracted Service Discount, and pursuant to the terms and conditions of this agreement, and the corresponding Sales information (collectively, the "DataConnect Unlimited Plan"). The DataConnect Unlimited Plan is subject to the terms and conditions of the AT&T Data Rate Plan Sales Information attached as Exhibit A, and this Contract. The DataConnect Unlimited Plan is only available to Participant's CRUs eligible to activate Service on the standard AT&T DataConnect Plan. Notwithstanding the foregoing, AT&T and VITA acknowledge and agree that, to the extent of any material conflict between the terms and conditions of this Contract and those set forth in the applicable Sales information, the terms of this Contract will control. This supersedes and replaces any previous offer for Unlimited DataConnect Plan.

Section 4. Custom Unlimited Data Tablet Plan. AT&T will provide the VITA with the Custom Unlimited Data Tablet Plan for a Monthly Service Charge of \$ 47.49, prior to the application of the contracted Service Discount. The Custom Unlimited Data Tablet Plan is only available to Subscribing Entities eligible to activate Service on the AT&T Unlimited Data Tablet Plan. The Custom Unlimited Data Tablet Plan is available for the term of agreement.

Section 5. Custom 5GB Pooled DataConnect Plan. The Custom 5GB Pooled DataConnect Plan will be deleted in its entirety and will no longer be available under this Contract.

Section 6. Custom Integrated Plans. The Custom Integrated Plans have been deleted and replaced with the following:

The Custom Integrated Plans are only available to VITA's CRUs activating new Service. Except as otherwise provided herein: (a) the Wireless Data Service rates, terms and conditions set forth in the Data Rate Plan Sales Information attached as Exhibit A (without tethering); (b) the Voice Service rates, terms and conditions of the AT&T Business Pooled Nation Sales Information; and (c) the contracted Service Discount, apply to the Custom Integrated Plans and are incorporated herein by reference. To the extent any material conflict between the terms and conditions of this §6 and the Sales Information, the terms of this §6 will control.

Custom Integrated Plans

	GOV Nation Pooled 300 Plan	GOV Nation Pooled 400 Plan	GOV Nation Pooled 1000 Plan
Monthly Service Charge	\$62.50	\$71.25	\$93.75
Anytime Minutes	300	400	1000
Voice Overage Rate	\$0.25	\$0.25	\$0.25
Included Nights & Weekend Minutes	5000	UNLIM	UNLIM
Included Mobile to Mobile Minutes	UNLIM	UNLIM	UNLIM
Domestic Long Distance	Included	Included	Included
Domestic Roaming	Included	Included	Included
Rollover Minutes	N/A	N/A	N/A
Included Data Access	Unlimited	Unlimited	Unlimited
Unlimited Text	Yes	Yes	Yes

Only up to 4 of the buckets may be used on a Foundation Account Number (FAN)

Section 7. Recurring Credits. Recurring Credits are provided each month and are only available to the Customer's CRUs who (a) activate or migrate Service on the corresponding Plan or feature; and (b) remain on Service under such Plan or feature at the time the Recurring Credit is applied. Recurring Credits are applied before any applicable Service Discount.

PLAN OR FEATURE	MONTHLY RECURRING CREDIT
Messaging Bundle Unlimited with a MSC of \$20.00 when combined with a Voice Service Plan with an MSC of \$30.00 or higher and maintained on the same device	\$20.00

Section 8. Static IP Address Fee. AT&T will provide the VITA with the Static IP Address Fee for a Monthly Service Charge of \$3.00. The Static IP Address Fee (a) is NOT eligible for the MSC Service Discount; and (b) is available for the term of agreement.

Section 9 Enhanced Push To Talk (EPTT) Feature Contractor will provide VITA the EPTT Feature pursuant to the terms and conditions of the VITA Wireless Services and Equipment Contract No. VA-090512-ATM. The EPTT Feature is only available to Participant's CRUs.

Section 10 Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 16, are hereby restated and ratified by AT&T and VITA. All such terms and conditions are and will continue to remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment 16 as of the Amendment 16 Effective Date.

AT&T Mobility National Accounts LLC

By: 
Name: MARK FLISTER
Title: SR. CONTRACT MANAGER
Date: 11/29/2012

**Virginia Information Technologies Agency
On behalf of the Commonwealth of Virginia**

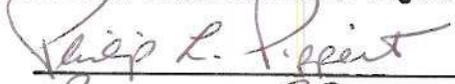
By: 
Name: PHILIP L. PIPPERT
Title: DIRECTOR SCM
Date: 12/5/12

EXHIBIT A

Data Rate Plans Sales Information

Data Rate Plans

Take it all on-the-go.
A plan just for you, any time ...

Choose the plan that is right for you.

DataPlus™ and DataPro™ plans.

Send an email, browse the web for the latest score or download a favorite song – all on-the-go.

Mobile Video.

Get streaming news, sports, stock quotes and much more – all on your compatible smartphone. Mobile Video is now included with all DataPlus and DataPro plans.*

DataConnect plans.

Take your laptop, netbook or tablet with you across town or across the country with access to email, the Internet and business and social networking applications along the way. Our standalone mobile hotspot devices allow you to carry your personal connection to the Internet with you. You can even share it with other users and devices.

Select a DataConnect plan and stay connected anywhere you get a signal on AT&T's wireless network.

Wi-Fi® usage

Virtually all AT&T smartphones come with Wi-Fi technology embedded inside. Wi-Fi provides a fast connection at home, in the office and in thousands of hotspots. Using Wi-Fi is convenient and helps you save on your mobile data usage. Smartphone data plans include on-the-go access to the entire national AT&T Wi-Fi Hot Spot network.** Connect to a home or office Wi-Fi network by following a few simple steps on your device. Once you've connected successfully one time, your device will automatically connect you every time you're in range. Wi-Fi access is included with your DataPlus, DataPro or DataConnect plan. International Roaming not included.

Life moves.

We'll keep you connected.

Respond quickly on-the-go. AT&T offers a variety of wireless solutions to help you stay productive.

Smartphones with mobile hotspot.

Some smartphones allow you to create a mobile hotspot and share your data connection with multiple Wi-Fi enabled devices, such as laptops, tablets, MP3 players and much more. Stay connected to the people, places and information that are important to you so you never miss a thing. Requires compatible device and a DataPro 5GB plan.

Get out of the office.

Stay ahead of your competition in and out of the office by syncing your corporate email, calendar and contacts to your smartphone.† AT&T's enterprise-class wireless email solutions make it all possible.

Ask your IT organization which solutions your company supports. Then ask an AT&T sales representative to help you choose a compatible smartphone and the right plan for you.

* Compatible smartphone and applicable data plan required. Service not available outside AT&T's mobile broadband coverage area. Additional charges for premium content apply.

** Access includes AT&T Wi-Fi Basic. A Wi-Fi enabled device required. Other restrictions apply. See attwifi.com for details and locations.



Choose a plan that meets your needs.

Data Rate Plan	Monthly Service Charge ¹	Included Domestic Data Access	Additional Domestic Data Usage ²	Messaging Charges
Smartphones				
DataPlus™ 300MB ^{3,4,5}	\$20	Includes 300MB • Internet browsing • Personal email • Use apps	\$20/300MB	Pay-per-message or messaging bundle
DataPro™ 3GB ^{3,4,6}	\$30	Includes 3GB • Internet browsing • Personal email • Use apps/music/video	\$10/GB	
DataPro 5GB ^{3,4,7}	\$50	Includes 5GB • Mobile hotspot/tethering • Internet browsing • Personal email • Use apps/music/video	\$10/GB	
DataPro 3GB Enterprise ^{3,4,8}	\$45	Includes 3GB • Internet browsing • Intranet access • Corporate and personal email • Use apps/music/video	\$10/GB	Pay-per-message or messaging bundle
DataPro 5GB Enterprise ^{3,4,9} Limited-time offer	\$50	Includes 5GB • Internet browsing • Intranet access • Corporate and personal email • Use apps/music/video	\$10/GB	
DataPro 5GB Enterprise ^{3,4,7}	\$65	Includes 5GB • Mobile hotspot/tethering • Internet browsing • Intranet access • Corporate and personal email • Use apps/music/video	\$10/GB	
Tablets and iPad⁸				
DataConnect 250MB ^{11,12,13}	\$14.99	Includes 250MB • Internet browsing • Intranet access • Corporate and personal email	\$14.99/250MB	Pay-per-message or messaging bundle (requires messaging capable device)
DataConnect 3GB ^{11,12,14}	\$30	Includes 3GB • Internet browsing • Intranet access • Corporate and personal email	\$10/GB	
DataConnect 5GB ^{11,12,15}	\$50	Includes 5GB • Internet browsing • Intranet access • Corporate and personal email	\$10/GB	
LaptopConnect and Standalone Mobile Hotspot Devices				
DataConnect ¹⁶	\$50	Includes 5GB • 4G ¹⁷ and 4G LTE ¹⁸ LaptopConnect devices • 3G, 4G ¹⁷ and 4G LTE ¹⁸ standalone mobile hotspot devices • Internet browsing • Intranet access • Corporate and personal email	\$10/GB	Pay-per-message or messaging bundle
DataConnect ¹⁹	\$60	Includes 5GB • Internet browsing • Intranet access • Corporate and personal email	\$0.05/MB	

Early Termination Fee (att.com/equipment/ETF): ETF up to \$325 applies after 14 days (30 days for Corporate Responsibility Users under an AT&T business agreement)



- 1 Limited 4G LTE availability in select markets. 4G speeds delivered by LTE or HSPA+ with enhanced backhaul, where available. Deployment ongoing. Compatible device and data plan required. LTE is a trademark of ETSI. Learn more at att.com/network.
- 1 See Terms and Conditions for details on voice calling, prohibited/ permissible uses, eligibility, billing, and other restrictions at att.com/wireless/terms. In addition to the monthly cost of the rate plan and any selected features, AT&T imposes the following charges: (i) a Regulatory Cost Recovery Charge of up to \$1.25 to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (ii) a gross receipts surcharge, (iii) state and federal universal service charges, and (iv) other government assessments on AT&T. These fees are not taxes or government-required charges.
- 2 DataPlus and DataPro plans include access to personal email, such as Yahoo®, AOL® and POP3/IMAP4 Internet Service Providers. BlackBerry Internet Service (BIS) is included on these plans if a BlackBerry device is selected.
- 3 Data Rate Plans include access to AT&T Wi-Fi Basic. Wi-Fi enabled device required. Other restrictions apply. See attwifi.com for details and locations. International Roaming not included.
- 4 Compatible smartphone and one of the following email solutions required: BlackBerry Enterprise or Microsoft Direct Push.
- 5 With respect to both Corporate Responsibility Users (CRUs) and Individual Responsibility Users (IRUs), the Service Discount described in your AT&T Business agreement is NOT available on the DataPlus 300MB plan or the DataConnect 250MB and 3GB Tablet plans. With respect to IRUs, the Service Discount is NOT available on the DataPro 3GB plan. DataPlus 300MB plan not available for Corporate Responsibility Users.
- 6 On DataPlus, DataPro and DataConnect plans or DataConnect 250MB, 3GB and 5GB Tablet plans with a monthly megabyte (MB) or gigabyte (GB) allowance, or if you exceed your monthly allowance or any subsequent overage allowance during the billing period, you will be automatically provided an overage data allowance and charged for each data overage allowance provided as specified in the applicable rate plan information/chart, except when overage is charged on a per-MB basis. All data allowances, including overages, must be used in the billing period in which the allowance is provided or they will be forfeited. An Enterprise DataPro or DataConnect for Tablets plan for LaptopConnect devices or standalone mobile hotspot devices is required for corporate email, company intranet sites and business applications.
- 7 Tethering and/or mobile hotspots require an eligible DataPro 5GB plan and an AT&T approved tethering or mobile hotspot device. Data used by devices connected to a tethering device or mobile hotspot is deducted from the data allowance included in your DataPro 5GB plan. In addition to the data your device consumes, mobile hotspot performance may vary depending on the number of devices connected, proximity, and other factors. The number of devices you can connect to a mobile hotspot device depends on its capabilities. If you do not use a password, others will be able to use your mobile hotspot connection.
- 8 DataConnect 250MB, 3GB \$30/month and 5GB Tablet plans are billed monthly and automatically renew every month, unless you cancel service prior to the start of the monthly renewal. Service may be cancelled at any time by visiting a retail store or by calling 1-800-331-0500. No term commitment or termination fees apply. Offer not available for on-tablet activation. Plans are for compatible tablets. Credit check may be required.
- 9 Plan is for compatible standalone mobile hotspot devices and 4G LaptopConnect and 4G LTE devices only. Handsets with mobile hotspot capability do not qualify. If you do not use a password, others will be able to use your mobile hotspot connection. The number of devices you can connect to a mobile hotspot device depends on its capabilities. Mobile hotspot performance may vary depending on the number of devices connected, proximity and other factors.
- 10 Limited-time offer. Plan is only available for Corporate Responsibility Users for a limited time. Mobile Hotspot and Tethering not available with this plan.

COVERAGE: Coverage not available in all areas. For coverage information and maps, please see a sales representative or visit wireless.att.com/coverageviewer.

CANADA AND INTERNATIONAL ROAMING: Additional data for Canada roaming per KB is \$0.015; International Roaming per KB is \$0.0195.

MESSAGING: Unless otherwise specified in your wireless plan, the default rate is \$0.20/message for Text/Instant Messages and \$0.30/message for Picture/Video Messages. Charges for international messages from the U.S. are \$0.25/message for Text Messages and \$0.50/message for Picture/Video Messages. Charges for messages sent while roaming internationally are \$0.50/message for Text Messages and \$1.30/message for Picture/Video Messages. Additional charges for premium content apply.

Limited-time offer.

1,024 kilobytes (KB) = 1 megabyte (MB)

Wi-Fi is a trademark of the Wi-Fi Alliance.

LTE is a trademark of ETSI.

To find out how to get started,
talk to a sales representative today.

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BUS 091 1112 3779 E

AMENDMENT NO. 15

To

Wireless Services and Equipment Contract No. VA-090512-ATM

This Amendment No. 15 ("Amendment 15") is entered into as of August 2, 2012 (the "Amendment 15 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA" or "Customer") (VITA and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

Section 1. Recitals.

1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009, as amended (the "Contract").

1.2 AT&T and VITA intend to make certain changes to the Contract in accordance with the terms and conditions of this Amendment 15.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 15. Unless otherwise defined, capitalized terms in this Amendment 15 have the meanings ascribed to them in the Contract.

Section 3. iPad Solution. AT&T will provide iPad Solution to VITA in accordance with the terms and conditions of Exhibit A, attached hereto and incorporated herein by reference. These iPad Solution terms and conditions replace any existing iPad Solution terms and conditions in the Contract.

Section 4. Plans; Equipment.

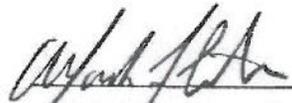
AT&T will provide the iPad Plans described in Exhibit B, attached hereto and incorporated herein by reference ("Exhibit B"). In addition, AT&T will provide the iPads, to VITA at the prices set forth in Exhibit B.

Notwithstanding anything to the contrary elsewhere in the Contract: (a) any upgrade pricing provisions set forth elsewhere in the Contract do NOT apply to iPads; and (b) the iPad Equipment pricing set forth in Exhibit B does NOT apply to upgrades. iPad upgrade pricing remains subject to AT&T's corresponding policies and procedures in effect at the time.

Section 5. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 15, are hereby restated and ratified by AT&T and VITA. 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 15 as of the Amendment 15 Effective Date.

AT&T Mobility National Accounts LLC

By: 
Name: MARK ELISTER
Title: SR. CONTRACT MANAGER
Date: 8/2/2012

**Virginia Information Technologies Agency
On behalf of the Commonwealth of Virginia**

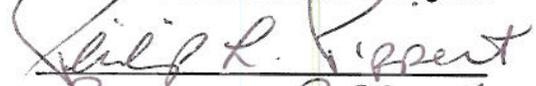
By: 
Name: PHILIP L. PIPPERT
Title: DIRECTOR, SCM
Date: 8/2/12

EXHIBIT A
iPad Solution Terms and Conditions

1. General. Pursuant to the terms and conditions of the Contract and this Exhibit, AT&T will provide Customer and its qualified End Users iPads and post-paid Wireless Data Service for iPads (collectively, the "iPad Solution"). The iPad Solution is not available to IRUs.

2. Plans.

2.1 General. Subscription to Wireless Data Service is optional for the iPad Solution and depends on whether the End User has an iPad that is compatible with (a) the AT&T 3G network ("3G iPad") or (b) the AT&T 4G LTE network ("4G LTE iPad"). iPads do not support Voice Service (including voicemail), SMS, or multi-media messaging services.

2.2 Plan Requirements for the iPad Solution. The iPad Solution is not available with pre-paid Wireless Data Services.

2.2.1 Plan Requirements for 4G LTE iPad. To receive Wireless Data Service as part of the 4G LTE iPad Solution, End Users must have a 4G LTE iPad-eligible Enterprise Data Plan for iPad, or such other Wireless Data Service Plan as AT&T may designate from time to time.

2.2.2 Plan Requirements for 3G iPad. To receive Wireless Data Service as part of the iPad Solution, End Users must have a 3G iPad-eligible Enterprise Data Plan for iPad, or such other Wireless Data Service Plan as AT&T may designate from time to time.

3. Service Discount.

3.1 iPad. AT&T will provide the Service Discount on Plans activated in connection with the iPad Solution.

4. Equipment Discount. Notwithstanding anything to the contrary in the Contract, Customer and its End Users will not receive the Equipment Discount, or any other discount or promotion described in the Contract, on iPads or Apple-branded accessories.

5. Restrictions. The iPad Solution are not compatible with any Wireless Data Service Plans not referenced herein and may not be compatible with certain additional features.

6. Additional Terms and Conditions. The iPad Solution utilize third party software and, accordingly, are subject to certain additional terms and conditions (including Apple and other third party terms and conditions). With respect to Customer's CRUs with the iPad Solution, Customer acknowledges that its CRUs must agree to the iPad Terms and Conditions found in the iPad box and at <http://images.apple.com/legal/sla/docs/iPadSoftwareLicense.pdf>, as may be modified from time to time. To the extent there is a conflict between this section and any provision of the Agreement, the parties acknowledge and agree that this section controls.

7. Policies and Processes. Customer and its End Users must follow the policies and processes established by AT&T to purchase or upgrade iPads and to activate, migrate, terminate or otherwise modify the iPad Solution, as such policies and processes may be modified from time to time. Such policies and processes may include, without limitation, (a) purchasing and activating iPads only in select AT&T sales channels, and (b) completing the activation through iTunes. iPad returns are subject to a 10% re-stocking fee, except where prohibited. iPad returns must occur within 14 days of purchase but are not subject to 10% restocking if returned unopened and Customer did not purchase a Plan referenced in §2.2 herein. For complete details, Customer should refer to <http://att.com/returnpolicy>.

EXHIBIT B

iPad Plans and Equipment

1. Wireless Data Service Plans for iPad

Wireless Data Service Plans for iPad

Enterprise Data Plan for iPad	Monthly Service Charge ¹	Included Domestic Data Access	Additional Domestic Data Usage
DataConnect 2GB for iPad ^{2*}	\$25.00	2GB	\$10/GB
DataConnect 3GB for iPad ²	\$35.00	3GB	\$10/GB
DataConnect 5GB for iPad ²	\$44.86	5GB	\$10/GB

*Note: These plans are not discountable and not eligible for any monthly recurring credits

¹ AT&T also imposes the following charges: a Regulatory Cost Recovery Charge of up to \$1.25 to help defray its costs incurred in complying with obligations and charges imposed by State and Federal telecom regulation; State and Federal Universal Service charges; and surcharges for government assessments on AT&T. These fees are not taxes or government-required charges.

² Customers with an iPad for Enterprise Data rate plan can get access to AT&T Wi-Fi Basic service at no additional charge. Additional restrictions apply. Subject to applicable AT&T Wi-Fi Basic terms and conditions. See att.com/atwifitosaup for further details.

In most circumstances, the amount of included data available as part of the AT&T Enterprise Data Plans for iPad subscription will be sufficient for most of your users. In order to manage the consumption of this data and help ensure optimum use of the device it is recommended that your users use available Wi-Fi connections when possible. The Domestic Enterprise Data Plan does not include international pay per use. When traveling outside of the U.S., you will need the International Enterprise Data Plan for iPad. Users with a current pre-paid iPad account must cancel it prior to activating an Enterprise Data Plan for iPad. Any unused data remaining on the user's pre-paid iPad account will be lost. If not cancelled, the pre-paid iPad plan will continue to auto renew and be charged to the credit card on the account.

EXHIBIT B
iPad Plans and Equipment...cont'd

3. iPads.

Device	Price
iPad Wi-Fi + 4G 16GB Black	\$629.99
iPad Wi-Fi + 4G 16GB White	\$629.99
iPad Wi-Fi + 4G 32GB Black	\$729.99
iPad Wi-Fi + 4G 32GB White	\$729.99
iPad Wi-Fi + 4G 64GB Black	\$829.99
iPad Wi-Fi + 4G 64GB White	\$829.99

Notwithstanding anything to the contrary elsewhere in the Contract: (a) any upgrade pricing provisions set forth elsewhere in the Contract do NOT apply to the iPad; and (b) the iPad pricing set forth above does NOT apply to iPad upgrades. iPad upgrade pricing remains subject to AT&T's corresponding policies and procedures in effect at the time.

MODIFICATION #14
TO
CONTRACT NUMBER VA-090512-ATM
BETWEEN THE
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA
AND
AT&T MOBILITY, INC.

This MODIFICATION to the **Wireless Telecommunications Services Contract** (Contract VA-090512-ATM, as amended) ("Contract") is entered into by and between the **Virginia Information Technologies Agency** (hereinafter referred to as "VITA or "Customer"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia ("the Commonwealth"), and **AT&T Mobility, Inc.** ("Supplier" or "AT&T"). This Modification is hereby incorporated into and made an integral part of the Contract.

1. **Renewal**

The parties agree to renew the aforementioned contract thru June 30, 2013.

2. The Contractor may offer Services or Products to any Virginia State Government agency or public institution of education, as defined in Section 2.2-2006 of the Code of Virginia, under a contract other than this Contract, if such Virginia State Government agency or public institution of education advises the contractor in writing, that it is authorized to do so and is doing so within the Commonwealth's statutory, legal and procedural requirements. Contractor will provide VITA with a copy of the documentation at least thirty (30) days prior to commencement of any new services. VITA recognizes and agrees that the Contractor may continue to perform against any existing legally binding contracts with entities defined in Section 2.2-2006 of the Code of Virginia until expiration of such contract or offer's current term.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090512-ATM and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

AT&T MOBILITY, INC.

BY: Mark Flister

NAME: MARK FLISTER

TITLE: SR. CONTRACT MANAGER

DATE: 7/30/2012

VITA

BY: Philip L. Pippert

NAME: PHILIP L. PIPPERT

TITLE: DIRECTOR SCM

DATE: 7/31/12

AMENDMENT NO. 13

To

Wireless Services and Equipment Contract No. VA-090512-ATM

This Amendment No. 13 ("Amendment 13") is entered into as of 7/19, 2012 (the "Amendment 13 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA" or "Customer") (VITA and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

Section 1. Recitals.

1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009, as amended (the "Contract").

1.2 AT&T and VITA intend to make certain changes to the Contract in accordance with the terms and conditions of this Amendment 13.

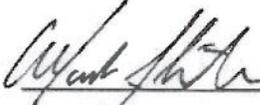
Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

Section 3. Unlimited DataConnect Plan. Contractor will provide VITA the Unlimited DataConnect Plan with an MSC of \$37.99, pursuant to the terms and conditions of this agreement, and the corresponding Sales information (collectively, the "DataConnect Unlimited Plan"). The DataConnect Unlimited Plan is subject to the terms and conditions of the AT&T DataConnect Sales Information and this Contract. The DataConnect Unlimited Plan is only available to Participant's CRUs eligible to activate Service on the standard AT&T DataConnect Plan. Notwithstanding the foregoing, AT&T and VITA acknowledge and agree that, to the extent of any material conflict between the terms and conditions of this Contract and those set forth in the applicable Sales information, the terms of this Contract will control.

Section 4. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 13, are hereby restated and ratified by AT&T and VITA. 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 13 as of the Amendment 13 Effective Date.

AT&T Mobility National Accounts LLC

By: 
Name: MARK FLISTER
Title: Sr. Contract Manager
Date: July 16, 2012

**Virginia Information Technologies Agency
On behalf of the Commonwealth of Virginia**

By: 
Name: PHILIP L. PIPPETT
Title: DIRECTOR, SCM
Date: 7/19/12

**MODIFICATION #12
TO
CONTRACT NUMBER VA-090512-ATM
BETWEEN THE
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA
AND
AT&T MOBILITY, INC.**

This MODIFICATION to the **Wireless Telecommunications Services Contract** (Contract VA-090512-ATM, as amended) ("Contract") is entered into by and between the **Virginia Information Technologies Agency** (hereinafter referred to as "VITA or "Customer"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia ("the Commonwealth"), and **AT&T Mobility, Inc.** ("Supplier" or "AT&T"). This Modification is hereby incorporated into and made an integral part of the Contract.

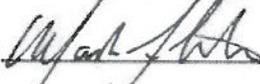
1. The parties agree to renew the aforementioned contract thru July 31, 2012

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090512-ATM and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

AT&T MOBILITY, INC.

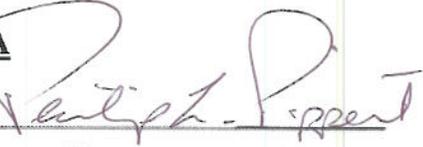
BY: 

NAME: Mark Flister

TITLE: Sr. Contract Manager

DATE: June 28, 2012

VITA

BY: 

NAME: PHILIP L. PIPPERT

TITLE: DIRECTOR, SCM

DATE: 6/28/12

AMENDMENT NO. 11

TO

WIRELESS SERVICES AND EQUIPMENT CONTRACT NO. VA-090512-ATM

This Amendment No. 11 ("Amendment 11") is entered into as of June 25, 2012 (the "Amendment 11 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA" or "Customer") (VITA and AT&T are, at times, referred to herein together as the "Parties").

Section 1. Recitals.

1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009, as amended (the "Contract").

1.2 AT&T and VITA desire to make certain changes to the Contract as described in this Amendment 11.

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, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 11. Unless otherwise defined, capitalized terms in this Amendment 11 have the meanings ascribed to them in the Contract.

Section 3. Custom NetMotion Wireless from AT&T Offer. Provided VITA is in full compliance with the terms and conditions of the Contract, and subject to all corresponding conditions in this §3 (including all tables), AT&T will provide VITA and its qualified End Users with the NetMotion Wireless from AT&T custom offer described in this §3 (the "Custom NetMotion Pricing"). The Custom NetMotion Pricing is available for the term of the Contract. In order to receive the Custom NetMotion Pricing, the corresponding End Users must be eligible to activate Service on the underlying, non-customized version of the offer. The Custom NetMotion Pricing is not available to IRUs. In accordance with this Amendment 11, the Custom NetMotion Pricing is subject to its underlying offer's corresponding Sales Information ("NetMotion Wireless from AT&T") of Exhibit A, attached hereto and incorporated herein by reference. The Custom NetMotion Pricing is NOT eligible for the MSC Service Discount, any other discount provided under the Contract, nor any other discounts, rebates, credits or promotions otherwise available to AT&T's customers. To the extent of any material conflict between the terms and conditions of this §3 and the applicable Sales Information, this §3 will control.

**Table 3.1
Custom NetMotion from AT&T Software Pricing**

	Mobility XE	NAC Module	Analytics Module
Pilot Bundle – NetMotion Wireless Mobility XE includes: 1 server license, 25 client licenses, Policy Module	\$5,156.25	\$375.00 for Pilot Bundle (Includes 25 NAC client licenses)	\$375.00 per bundle
Additional Pilot Client Licenses (Includes Policy)	\$206.25 per client license	\$15.00 per client license	\$15.00 per client license
Standard Bundle – NetMotion Wireless Mobility XE includes: 1 server license, 100	\$16,125.00	\$1,125.00 for Standard Bundle (Includes 100 NAC client licenses)	\$1,125.00 per bundle

client licenses, Policy Module			
Additional Standard Client Licenses (Includes Policy)	\$153.00 per client license	\$11.25 per client license	\$11.25 per client license
Additional Server License	\$3,750.00	n/a	n/a
Enterprise Bundle - NetMotion Wireless XE Includes: 1 server license, 1000 client licenses, Policy Module	\$112,500.00	\$7,500.00 for Enterprise Bundle (Includes 1000 NAC client licenses)	Included
Additional Enterprise Client Licenses (Includes Policy)	\$75.00 per client license	\$15.00 per client license	Included

**Table 3.2
Custom NetMotion from AT&T Maintenance Pricing**

Description	Year 1 Maintenance
Mobility XE – Pilot Server + 25 Licenses and Policy	\$1,546.88
Mobility XE – Pilot Client License	\$61.88 Per License
Mobility XE – Analytics for Pilot Server + 25 Licenses	\$112.50
Mobility XE – Analytics for Pilot Client Licenses	\$4.50 Per License
Mobility XE – Network Access Control Pilot Server Bundle	\$112.50
Mobility XE – Network Access Control Pilot Client License	\$4.50 Per License
Mobility XE – Standard Server + 100 Licenses and Policy	\$4,837.50
Mobility XE – Standard Client License	\$46.13 Per License
Mobility XE – Analytics for Standard Server + 100 Licenses	\$337.50
Mobility XE – Analytics for Standard Client Licenses	\$3.38 Per License
Mobility XE – Network Access Control Standard Server Bundle	\$337.50
Mobility XE – Network Access Control Standard Client License per license	\$3.38 Per License
Mobility XE – Enterprise Server + 1000 Licenses and Policy	\$33,750.00
Mobility XE – Enterprise Client License	\$22.50 Per License
Mobility XE – Network Access Control Enterprise Server Bundle	\$2,250.00
Mobility XE – Network Access Control Enterprise Client License per license	\$2.25 Per License
Mobility XE – Additional Server	\$1,125.00

Description	Year 2 Maintenance
Mobility XE – Pilot Server + 25 Licenses and Policy	\$1,361.25
Mobility XE – Pilot Client License	\$54.45 Per License
Mobility XE – Analytics for Pilot Server + 25 Licenses	\$99.00
Mobility XE – Analytics for Pilot Client Licenses	\$3.96 Per License
Mobility XE – Network Access Control Pilot Server Bundle	\$99.00
Mobility XE – Network Access Control Pilot Client License	\$3.96 Per License
Mobility XE – Standard Server + 100 Licenses and Policy	\$4,257.00
Mobility XE – Standard Client License	\$40.59 Per License
Mobility XE – Analytics for Standard Server + 100 Licenses	\$297.00

Mobility XE – Analytics for Standard Client Licenses	\$2.97 Per License
Mobility XE – Network Access Control Standard Server Bundle	\$297.00
Mobility XE – Network Access Control Standard Client License per license	\$2.97 Per License
Mobility XE – Enterprise Server + 1000 Licenses and Policy	\$29,700.00
Mobility XE – Enterprise Client License	\$19.80 Per License
Mobility XE – Network Access Control Enterprise Server Bundle	\$1,980.00
Mobility XE – Network Access Control Enterprise Client License per license	\$1.98 Per License
Mobility XE – Additional Server	\$990.00

Description	Year 3 Maintenance
Mobility XE – Pilot Server + 25 Licenses and Policy	\$1,237.50
Mobility XE – Pilot Client License	\$49.50 Per License
Mobility XE – Analytics for Pilot Server + 25 Licenses	\$90.00
Mobility XE – Analytics for Pilot Client Licenses	\$3.60 Per License
Mobility XE – Network Access Control Pilot Server Bundle	\$90.00
Mobility XE – Network Access Control Pilot Client License	\$3.60 Per License
Mobility XE – Standard Server + 100 Licenses and Policy	\$3,870.00
Mobility XE – Standard Client License	\$36.90 Per License
Mobility XE – Analytics for Standard Server + 100 Licenses	\$270.00
Mobility XE – Analytics for Standard Client Licenses	\$2.70 Per License
Mobility XE – Network Access Control Standard Server Bundle	\$270.00
Mobility XE – Network Access Control Standard Client License per license	\$2.70 Per License
Mobility XE – Enterprise Server + 1000 Licenses and Policy	\$27,000.00
Mobility XE – Enterprise Client License	\$18.00 Per License
Mobility XE – Network Access Control Enterprise Server Bundle	\$1.80
Mobility XE – Network Access Control Enterprise Client License per license	\$1.80 Per License
Mobility XE – Additional Server	\$900.00

Section 4. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 11, are hereby restated and ratified by AT&T and VITA. All such terms and conditions are and shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment 11 as of the Amendment 11 Effective Date.

AT&T Mobility National Accounts LLC

By: 
Name: Mark Flister
Title: Sr. Contract Manager
Date: 25 June 2012

**Virginia Information Technologies Agency
On behalf of the Commonwealth of Virginia**

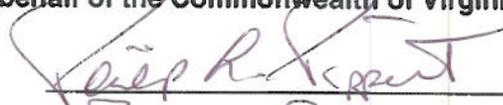
By: 
Name: PHILIP L. PIPPERT
Title: DIRECTOR, SCM
Date: 6/25/12

EXHIBIT A

**[A TRUE AND CORRECT COPY OF THE NETMOTION WIRELESS FROM AT&T SALES INFORMATION
IMMEDIATELY FOLLOWS THIS PAGE]**



NetMotion Wireless from AT&T

Mobility XE™ Mobile VPN Solution

Mobility XE™ is built specifically for highly mobile workers who need secure, reliable wireless access to critical data and applications. Whether they drive to multiple locations in a single day or roam between buildings on a corporate campus or other location, workers are able to maintain authentication into applications while they access different networks, cross coverage gaps or suspend and resume their devices.

Product Overview

Mobility XE is a client/server software-only Mobile VPN for Windows operating platforms designed for workers who use wireless networks to access their enterprises' network and systems. Mobility XE meets the unique needs of highly mobile workers who rely on wireless connectivity by providing authentication persistence to the Application Layer. Mobility XE's capabilities include:

- Increasing effective throughput across wireless networks

- Protecting VPN tunnel and applications from data loss or multiple log-ins when suspending and resuming devices or transitioning across networks without having to re-authenticate
- Providing support for all Windows operating system devices: laptops, tablets, pocket PCs and smartphones

Key Features

Single Sign-On Authentication

- The Mobility XE VPN software does not require a separate login step
- Users do not need to login again when they roam across coverage areas or multiple networks

Two-factor Security and Strong Encryption

- Mobility XE supports two-factor authentication types including PKI smart cards and x.509v3 user certificates using RADIUS EAP as well as direct support for RSA SecureID

Features

- Single Sign-On Authentication
- Two-factor Security and Strong Encryption
- Application Session Persistence
- Policy Management Module
- Software-only Solution

NetMotion Wireless from AT&T Pricing

	Mobility XE	NAC Module	Analytics Module
Pilot Bundle – NetMotion Wireless Mobility XE Includes: 1 server license, 25 client licenses, Policy Module	\$6875	\$500 for Pilot Bundle (Includes 25 NAC client licenses)	\$500 per bundle
Additional Pilot Client Licenses (Includes Policy)	\$275 per client license	\$20 per client license	\$20 per client license
Standard Bundle – NetMotion Wireless Mobility XE Includes: 1 server license, 100 client licenses, Policy Module	\$21,500	\$1500 for Standard Bundle (Includes 100 NAC client licenses)	\$1500 per bundle
Additional Standard Client Licenses (Includes Policy)	\$205 per client license	\$15 per client license	\$15 per client license
Additional Server License	\$5000	n/a	n/a
Enterprise Bundle – NetMotion Wireless XE Includes: 1 server license, 1000 client licenses, Policy Module	\$150,000	\$10,000 for Enterprise Bundle (Includes 1000 NAC client licenses)	Included
Additional Enterprise Client Licenses (Includes Policy)	\$100 per client license	\$20 per client license	Included



- Secures data transmissions to and from mobile devices over the VPN tunnel using FIPS-140-2 validated AES encryption

Application Session Persistence

- Ability to sustain application session through suspend and resume cycles
- If user loses connectivity while an application is transmitting data, Mobility XE suspends the transmission until connectivity is re-established

Policy Management Module

- Allows administrators to create custom policies to user's access to network resources
- Policy enforcement is transparent to user and can be modified by the administrator for an individual work group or entire organization
- Offers quality of service using traffic classification and traffic shaping for control over the speed and quality of critical transmissions

Software-only Solution

- Ability to easily install in hours with client and server software
- Server software can be installed on a server behind the firewall
- Transparent to end-users – client software is installed on each device

Optional Management and Reporting Modules

Mobility XE Analytics Module – Proactive Management and Visibility into Mobile Deployments

- Provides statistics on performance and usage, and intelligence on networks and applications used by workers
- Automated notifications save administration time and facilitate fine-tuning and capacity planning
- Reports and graphics show usage trends with filters that allow administrators to drill down for greater detail

Mobility XE Network Access Control Module – Enforce Mobile Device Security and Compliance Policies

- Ensures that workers' devices have adequate security measures in place before allowing connectivity and granting access to applications and data
- NAC Module wizard makes it easier to configure and deploy security policies quickly

- Mobile devices can be scanned for compliance for software including antivirus, antispayware, firewall, Windows update status, operating system version and other applications required by an enterprise or organization

Annual Maintenance

The first year of maintenance is required on all NetMotion Wireless Mobility XE purchases through AT&T. After the first year, maintenance is optional. Premium Maintenance for NetMotion Wireless from AT&T includes:

- Technical support: 5:00 am – 5:00 pm PT, Monday-Friday
- Guaranteed response times based on severity level
- Major upgrades to software at no additional charge – organization must currently own latest version of software to qualify for free major version upgrades
- Minor upgrades and maintenance releases
- Access to tech notes and web-based support

1 Year Maintenance Pricing

Description	Pricing per year
Mobility XE – Pilot Server + 25 Licenses and Policy	\$1718.75
Mobility XE – Pilot Client License	\$68.75 per license
Mobility XE – Analytics for Pilot Server + 25 Licenses	\$125
Mobility XE – Analytics for Pilot Client Licenses	\$5 per license
Mobility XE – Network Access Control Pilot Server Bundle	\$125
Mobility XE – Network Access Control Pilot Client License	\$5 per license
Mobility XE – Standard Server + 100 Licenses and Policy	\$5,375
Mobility XE – Standard Client License	\$51.25 per license
Mobility XE – Analytics for Standard Server + 100 Licenses	\$375
Mobility XE – Analytics for Standard Client Licenses	\$3.75 per license
Mobility XE – Network Access Control Standard Server Bundle	\$375
Mobility XE – Network Access Control Standard Client License	\$3.75 per license
Mobility XE – Enterprise Server + 1000 Licenses and Policy	\$37,500
Mobility XE – Enterprise Client License	\$25 per license
Mobility XE – Network Access Control Enterprise Server Bundle	\$2,500
Mobility XE – Network Access Control Enterprise Client License	\$2.50 per license
Mobility XE – Additional Server	\$1,250

2 Year Maintenance Pricing

Description	Pricing per year
Mobility XE - Pilot Server + 25 Licenses and Policy	\$1512.50
Mobility XE – Pilot Client License	\$60.50 per license
Mobility XE – Analytics for Pilot Server + 25 Licenses	\$110
Mobility XE – Analytics for Pilot Client Licenses	\$4.40 per license
Mobility XE – Network Access Control Pilot Server Bundle	\$110
Mobility XE – Network Access Control Pilot Client License	\$4.40 per license
Mobility XE – Standard Server + 100 Licenses and Policy	\$4,730
Mobility XE – Standard Client License	\$45.10 per license
Mobility XE – Analytics for Standard Server + 100 Licenses	\$330
Mobility XE – Analytics for Standard Client Licenses	\$3.30 per license
Mobility XE – Network Access Control Standard Server Bundle	\$330
Mobility XE – Network Access Control Standard Client License	\$3.30 per license
Mobility XE – Enterprise Server + 1000 Licenses and Policy	\$33,000
Mobility XE – Enterprise Client License	\$22 per license
Mobility XE – Network Access Control Enterprise Server Bundle	\$2,200
Mobility XE – Network Access Control Enterprise Client License	\$2.20 per license
Mobility XE – Additional Server	\$1,100

3 Year Maintenance Pricing

Description	Pricing per year
Mobility XE - Pilot Server + 25 Licenses and Policy	\$1375
Mobility XE - Pilot Client License	\$55 per license
Mobility XE - Analytics for Pilot Server + 25 Licenses	\$100
Mobility XE - Analytics for Pilot Client Licenses	\$4 per license
Mobility XE - Network Access Control Pilot Server Bundle	\$100
Mobility XE - Network Access Control Pilot Client License	\$4 per license
Mobility XE - Standard Server + 100 Licenses and Policy	\$4,300
Mobility XE - Standard Client License	\$41 per license
Mobility XE - Analytics for Standard Server + 100 Licenses	\$300
Mobility XE - Analytics for Standard Client Licenses	\$3 per license
Mobility XE - Network Access Control Standard Server Bundle	\$300
Mobility XE - Network Access Control Standard Client License	\$3 per license
Mobility XE - Enterprise Server + 1000 Licenses and Policy	\$30,000
Mobility XE - Enterprise Client License	\$20 per license
Mobility XE - Network Access Control Enterprise Server Bundle	\$2
Mobility XE - Network Access Control Enterprise Client License	\$2 per license
Mobility XE - Additional Server	\$1,000

For more information contact an AT&T Representative or visit www.att.com/NetMotion.

Important Information

Available only to customers with a qualified AT&T business or government agreement ("Enterprise Agreement"). May not be available for purchase in all sales channels or in all areas. Taxes, fees and other charges may apply. Coverage is not available in all areas. Coverage is subject to transmission limitations and certain system, capacity and other limitations. AT&T wireless coverage maps are available at www.wireless.att.com/coverageviewer. Wi-Fi coverage for Product requires Wi-Fi reception and a Wi-Fi enabled device. Environmental or other factors may limit Wi-Fi coverage. Eligibility and Activation: NetMotion Wireless by AT&T ("Product"), is comprised of NetMotion Wireless Mobility XE client and server software ("Server Software"), and web console for optional Network Access Control and Analytics modules. Additional hardware, software, services and/or network connection may be required. Additional Terms: NetMotion Wireless from AT&T is subject to the software license found at http://www.netmotionwireless.com/partnerships/att/docs/Mobility_XE_EULA_9.0.pdf. NetMotion Wireless Mobility XE requires maintenance for the first year after purchase and is subject to the maintenance terms and conditions which can be viewed at http://www.netmotionwireless.com/partnerships/att/docs/NetMotion_Wireless_Maintenance_Agreement.pdf. Additional charges and other restrictions may apply. Offer subject to change.

05/07/12 AB-1928-01

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AMENDMENT NO. 10

TO

WIRELESS SERVICES AND EQUIPMENT CONTRACT NO. VA-090512-ATM

This Amendment No. 10 ("Amendment 10") is entered into as of March 5, 2012 (the "Amendment 10 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA" or "Customer") (VITA and AT&T are, at times, referred to herein together as the "Parties").

Section 1. Recitals.

1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009, as amended (the "Contract").

1.2 AT&T and VITA desire to make certain changes to the Contract as described in this Amendment 10.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 10. Unless otherwise defined, capitalized terms in this Amendment 10 have the meanings ascribed to them in the Contract.

Section 3. New Offers. Provided VITA is in full compliance with the terms and conditions of the Contract, and subject to all corresponding restrictions set forth in this §3 (including all sub-sections and Tables), AT&T will provide VITA and its qualified End Users the following custom offers: (a) the custom AT&T Pooled DataConnect Plan described in §3.1 herein (the "Custom Plan"); (b) the standard Plans described in §3.2 herein (collectively, the "New Standard Plans"); and (c) the standard messaging packages and rates described in §3.3 herein (the "New Standard Messaging Pricing") (the Custom Plan, the New Standard Plans, and the New Standard Messaging Packages are, at times, collectively referred to herein as the "New Offers"). The New Offers are available for the term of the Contract. In accordance with the Contract, all New Offers are subject to the rates, terms and conditions of their applicable Sales Information. To the extent of any material conflict between the terms and conditions of this §3 and applicable Sales Information, the terms of this §3 will control.

3.1 Custom Plan. AT&T will provide VITA and its qualified End Users with the Custom Plan for a Monthly Service Charge of \$ 37.99. The Custom Plan is only available to End Users eligible to activate Service on the AT&T Pooled DataConnect Plan (the "Standard Pooled Data Plan"). Except as otherwise provided herein, the applicable rates, terms, and conditions set forth in the Standard Pooled Data Plan Sales Information apply to the Custom Plan. The Custom Pooled Plan (a) is NOT eligible for the MSC Service Discount; and (b) is available for the term of the Contract.

3.2 New Standard Plans. AT&T will provide VITA and its qualified End Users with the New Standard Plans described in this §3.2.

3.2.1 AT&T International Data Plans. The AT&T International Data Plans are NOT eligible for the Service Discount.

**TABLE 3.2.1
AT&T International Data Plans¹**

Custom International Data Plans	Monthly Service Charge	Details
50 MB International Data Plan	\$24.99	50 MB in over 100 select countries Overage: \$10.00/10 MB. Rate in additional countries: \$0.0195/KB

125 MB International Data Plan	\$49.99	125 MB in over 100 select countries Overage: \$10.00/10 MB. Rate in additional countries: \$0.0195/KB
275 MB International Data Plan	\$99.99	275 MB in over 100 select countries Overage: \$10.00/10 MB. Rate in additional countries: \$0.0195/KB
800 MB International Data Plan	\$199.99	800 MB in over 100 select countries Overage: \$10.00/10 MB. Rate in additional countries: \$0.0195/KB

For list of select countries and carriers, visit att.com/globalcountries.

3.2.2 AT&T DataPro 4 GB Enterprise Rate Plan. The AT&T DataPro 4GB Enterprise Rate Plan is eligible for the Service Discount.

**TABLE 3.2.2
AT&T DataPro 4GB Enterprise Rate Plan**

Data Rate Plan	Monthly Service Charge	Included Domestic Data Access	Additional Domestic Data Usage	Messaging Charges
DataPro 4GB Enterprise	\$60	Includes 4GB <ul style="list-style-type: none"> • Mobile hotspot/tethering • Internet browsing • Intranet access • Corporate and personal email • Use apps/music/video 	\$10/GB	Pay-per-message or messaging bundle

3.2.3 AT&T Business Connect Plans. The AT&T Business Connect Plans are eligible for the Service Discount.

**TABLE 3.2.3
AT&T Business Connect Plans**

Monthly Service Charge	Included Data (MB)	Additional Data (per KB)	Canada Roaming (per KB)
\$8.99	1	\$0.005	\$0.015
\$11.99	2		
\$13.99	3		
\$15.99	4		
\$17.99	5		
\$20.99	10		
\$29.99	20	\$0.001	Not Available
\$39.99	50	\$0.00097	
\$49.99	250	\$0.0003	
\$59.99	1000		
\$99.99	5000		

3.3 New Standard Messaging Pricing. The New Standard Messaging Pricing is NOT eligible for the Service Discount.

3.3.1 AT&T Global Messaging 50 Package.

**TABLE 3.3.1
AT&T Global Messaging 50 Package**

Package	Monthly Service Charge	Details
Global Messaging 50 Package	\$10.00	Send 50 text, picture, video or instant messages in over 100 select countries. ¹ Overage rate is \$.40 per message. ²

¹ For a list of select countries, visit att.com/globalcountries. Outside of these countries, international pay-per-use rates - 50¢ for text/instant and \$1.30 for picture/video - apply to messages sent.

² Text, picture, video or instant messages received while roaming are charged at pay-per-use rates or deducted from your domestic messaging package. See Rate Plan Brochure for details.

3.3.2 AT&T International Long Distance Messaging Pay-Per-Use Rates. The AT&T International Long Distance Messaging Pay-Per-Use Rates are NOT eligible for the Service Discount.

**TABLE 3.3.2
AT&T International Long Distance Messaging Pay-Per-Use Rates**

Pay-Per-Use Rates	Price
International Long Distance Messaging Pay-Per-Use Rates	Text messages <ul style="list-style-type: none"> • Sending: 25¢ • Receiving: 20¢ or deducted from your domestic messaging bucket Picture/video messages <ul style="list-style-type: none"> • Sending: 50¢ • Receiving: 30¢ or deducted from your domestic messaging bucket

Section 4. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 10, are hereby restated and ratified by AT&T and VITA. All such terms and conditions are and shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment 10 as of the Amendment 10 Effective Date.

AT&T Mobility National Accounts LLC

By: Marcellus Brooks
 Name: Marcellus Brooks
 Title: Senior Contract Manager
 Date: February 15, 2012

**Virginia Information Technologies Agency
On behalf of the Commonwealth of Virginia**

By: Philip L. Pippert
 Name: PHILIP L. PIPPERT
 Title: ACTING DIRECTOR, SCM
 Date: 3/5/12

Pooled DataConnect

Leave your desk behind.

Access work and personal email, sync up your calendar and contacts, view attachments and browse the Internet on-the-go with a Pooled DataConnect plan from AT&T.

Share the value with Pooled DataConnect.

Share data access easily and economically among a group of your Corporate Responsibility Users to help maximize your mobile employees' productivity.



Data Rate Plan	Monthly Service Charge ¹	Included Domestic Data Usage	Additional Data (per MB) ²	Messaging Charges
LaptopConnect Device				
Pooled DataConnect ³	\$65	Includes 5 GB <ul style="list-style-type: none">• Internet browsing• Intranet access• Corporate and Personal email	\$.05/MB	Pay-per-message or messaging bundle

The \$325 Early Termination Fee applies to all new and upgrade customers who purchase discounted equipment for activation on a Data Rate Plan except DataConnect Personal for Tablets plans.

Only available to eligible customers with a qualifying business agreement. Other restrictions and minimum subscriber requirements apply.

Coverage: Coverage not available in all areas. For coverage information and maps, please see a sales representative or visit att.com/wirelesscoveragemap or att.com/wirelessbroadbandconnect.

CANADA AND INTERNATIONAL ROAMING: Additional data for Canada roaming per KB is \$0.015; International Roaming per KB is \$0.0195.

MESSAGING: Unless otherwise specified in your wireless plan, the default rate is \$0.20/message for Text/Instant Messages and \$0.30/message for Picture/Video Messages. Charges for international messages from the U.S. are \$0.25/message for Text Messages and \$0.50/message for Picture/Video Messages. Charges for messages sent while roaming internationally are \$0.50/message for Text Messages and \$1.30/message for Picture/Video Messages. Additional charges for premium content apply.

Limited time offer.

1,024 kilobytes (KB) = 1 megabyte (MB).

1 See Enterprise Customers: Additional Service and Equipment Related Terms for details on prohibited/permissible uses, eligibility, billing and other restrictions at att.com/abs-addtl-terms. In addition to the monthly cost of the rate plan and any selected features, AT&T imposes the following charges: (i) a Regulatory Cost Recovery Charge of up to \$1.25 to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (ii) a gross receipts surcharge, (iii) state and federal universal service charges, and (iv) other government assessments on AT&T. These fees are not taxes or government-required charges.

2 Once you exceed your monthly allowance or any subsequent overage allowance during the billing period, you will be automatically provided an overage data allowance and charged for each data overage allowance provided as specified in the applicable rate plan information/chart, except when overage is charged on a per MB basis. All data allowances, including overages, must be used in the billing period in which the allowance is provided or they will be forfeited.

3 Pooled DataConnect plans include access to AT&T Wi-Fi Basic. Wi-Fi enabled device required. Other restrictions apply. See attwifi.com for details and locations. International Roaming not included.



IMPORTANT INFORMATION: AT&T Pooled DataConnect Plans are available only to customers with a qualified wireless business or government agreement ("Enterprise Agreement") and their respective Corporate Responsibility Users. Plans are subject to additional terms and conditions – for details, see the Enterprise Agreement, including without limitation, the "Enterprise Customers: Additional Service and Equipment Related Terms" found at att.com/abs-addtl-terms. Offer subject to change.

For more information, contact your AT&T account representative.

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Rethink Possible



AMENDMENT NO. 9

TO

WIRELESS SERVICES AND EQUIPMENT CONTRACT NO. VA-090512-ATM

This Amendment No. 9 ("Amendment 9") is entered into as of January 26, 2012 (the "Amendment 9 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA" or "Customer") (VITA and AT&T are, at times, referred to herein together as the "Parties").

Section 1. Recitals.

1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009, as amended (the "Contract").

1.2 AT&T and VITA desire to make certain changes to the Contract as described in this Amendment 9.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 9. Unless otherwise defined, capitalized terms in this Amendment 9 have the meanings ascribed to them in the Contract.

Section 3. Custom Good for Enterprise™ Offer. Provided VITA is in full compliance with the terms and conditions of the Contract, and subject to all corresponding conditions in this §3, AT&T will provide VITA and its qualified End Users with the Good for Enterprise custom offer described in this §3 (the "Custom Good Offer"). The Custom Good Offer is available for the term of the Contract. The Custom Pricing described in Table 3 is only applicable to the corresponding AT&T SKUs. All other AT&T SKUs will receive the standard pricing set forth in Exhibit A. The Custom Good Offer is subject to the rates, terms and conditions of the Good for Enterprise from AT&T Sales Information attached hereto as Exhibit A. No MSC Service Discount, other discount, rebates or promotions apply. To the extent of any material conflict between the terms and conditions of this §3 and applicable Sales Information, the terms of this §3 will control.

**Table 3
Custom Good Offer Pricing**

AT&T SKU	Product Description	Standard Price	Custom Price
CAL Packs			
74365	GFE Client Access Lic-1pk	\$159.00	\$143.10
74366	GFE Client Access Lic-5pk	\$795.00	\$715.50
74367	GFE Client Access Lic-10pk	\$1,590.00	\$1,431.00
74368	GFE Client Access Lic-50pk	\$7,550.00	\$6,795.00
74369	GFE Client Access Lic-100pk	\$15,100.00	\$13,590.00
74370	GFE Client Access Lic-500pk	\$71,500.00	\$60,775.00
74371	GFE Client Access Lic-1000pk	\$127,000.00	\$107,950.00

Section 4. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 9, are hereby restated and ratified by AT&T and VITA. All such terms and conditions are and shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment 9 as of the Amendment 9 Effective Date.

AT&T Mobility National Accounts LLC

By: Marcellus Brooks
Name: Marcellus Brooks
Title: Senior Contract Manager
Date: January 23, 2012

**Virginia Information Technologies Agency
On behalf of the Commonwealth of Virginia**

By: Philip L. Pippert
Name: PHILIP L. PIPPERT
Title: Acting Director, SCM
Date: 4/26/12

EXHIBIT A

**[A TRUE AND CORRECT COPY OF THE GOOD FOR ENTERPRISES FROM AT&T SALES
INFORMATION IMMEDIATELY FOLLOWS THIS PAGE]**

PRODUCT BRIEF

Good for Enterprise from AT&T

Good for Enterprise™ is a secure mobility device management solution that extends AT&T's Smartphone business-centric reach beyond just RIM/BlackBerry.

Why use Good for Enterprise?

Good for Enterprise can incorporate handheld devices and tablets with various OS platforms without needed OS specific software and licensing. Good for Enterprise can integrate Apple iOS, Android, Windows Mobile 6.5, Symbian, and PalmOS through the use of one solution. Overall Benefits possible with the Good for Enterprise Solution:

- Manage and secure deployment consistently
 - Gaining a single view into entire mobile workforce
 - Ensuring compliance
- Increase productivity
 - Supporting device choice on the broadest range of devices and platforms
 - Reaping gains in productivity and collaboration
- Increase operational efficiency
 - Reduce costs and streamline support

Good for Enterprise components:

Good Mobile Messaging™

- Secure email/PIM with exceptional user experience
- FIPS-certified OTA and on-device data encryption
- S/MIME option for high-security government and enterprise
- Calendar and contacts across device platforms (iOS, Android, Windows Mobile (6.5), and Symbian)

GMM Features:

- FIPS certified 192 bit AES encryption for in transit and stored data on devices -

server is deployed behind the firewall, not compromising security by opening new ports.

- Hardware lockdown
- Temporary password pushes to mobile devices
- Ability to erase data if handheld is lost or stolen
- Web-based console
- Security management
- Decreased support costs through real-time visibility

Good Mobile Control™

- Secure control, provisioning, and management from web-based portal
- Software distribution and version management
- Policy enforcement

GMC Features:

- Over-the-air device management
- Create user accounts and initial PINs
- Users can self-provision their device
- Granular mobile security policy enforcement
- End-to-end visibility for trouble shooting and support
- The Good client is automatically pushed to the device with security policies set by IT and associated software.
- Activation of new mobile devices

Good Mobile Access™

- Secure applications access
- No extra VPN hardware / software required
- No proprietary SDK required

GMS Features:

- NOC architecture focuses on data security
- Less sensitivity to coverage/usage application access
- TCP-based application layer protocol
- Instant messaging
- ERP/SFA/CRM tools
- IT administration and Intranet and web-based applications

- Custom applications
- Radio and connection visibility
- Third party applications/policy management
- Lockdown device features such as Bluetooth, cameras, SD card access, etc.
- Resistant to changes in device IP; supporting roaming, NAT, WiFi to WAN switches, and session persistence with connectivity loss.

How is Good for Enterprise effectively used?

Enterprise Data is protected by separating it from personal data and "containerizing" it for protection. IT can manage the device as well as applications to comply with company policies.

- **Separate:** "Quarantine" enterprise data on devices—without interfering with personal information and applications.
- **Secure:** Ensure security at each level of data delivery—internal, perimeter, transport, and at the handheld device.
- **Manage:** Manage the whole device or just the business applications and data **consistently** and in accordance with **your** policies

For more information – please contact your AT&T representative or visit us at www.att.com/business

Product Pricing/SKU's:

AT&T SKU	Product Description	Price
Good Server		
74363	GFE Starter Pk-Exchange	\$1,500
74364	GFE Starter Pk-Domino	\$1,500
CAL Packs		
74365	GFE Client Access Lic-1pk	\$159
74366	GFE Client Access Lic-5pk	\$795
74367	GFE Client Access Lic-10pk	\$1,590
74368	GFE Client Access Lic-50pk	\$7,550
74369	GFE Client Access Lic-100pk	\$15,100
74370	GFE Client Access Lic-500pk	\$71,500
74371	GFE Client Access Lic-1000pk	\$127,000
74372	GFE Client Access Lic-5000pk	\$595,000
74373	GFE Client Access Lic-10000pk	\$1,110,000
1 Year Extended Server Support (per Server)		
74374	GFE Ext Support/Server	\$450
1 Year Extended Support (Per User Packs)		
74375	GFE Ext Support/User-1 user	\$25
74376	GFE Ext Support/User-5pk	\$125
74377	GFE Ext Support/User-10pk	\$250
74378	GFE Ext Support/User-50pk	\$1,250
74379	GFE Ext Support/User-100pk	\$2,500
74380	GFE Ext Support/User-500pk	\$11,250
74381	GFE Ext Support/User-1000pk	\$21,900
74382	GFE Ext Support/User-5000pk	\$106,500
74383	GFE Ext Support/User-10000pk	\$200,000

AT&T SKU	Product Description	Price
2 Years Server Extended Support (per Server)		
74363	GFE Starter Pk-Exchange	\$1,500
74364	GFE Starter Pk-Domino	\$1,500
2 Years Extended Support (Per User Packs)		
74365	GFE Client Access Lic-1pk	\$159
74366	GFE Client Access Lic-5pk	\$795
74367	GFE Client Access Lic-10pk	\$1,590
74368	GFE Client Access Lic-50pk	\$7,550
74369	GFE Client Access Lic-100pk	\$15,100
74370	GFE Client Access Lic-500pk	\$71,500
74371	GFE Client Access Lic-1000pk	\$127,000
74372	GFE Client Access Lic-5000pk	\$595,000
74373	GFE Client Access Lic-10000pk	\$1,110,000
1 Year Extended Plus Server Support (per Server)		
40639	GFE EXT PLUS SUP-1YR-SRVR	\$500
1 Year Extended Plus Support (Per User Packs)		
40640	GFE EXT PLUS SUP-1YR-1USER	\$30
40641	GFE EXT PLUS SUP-1YR-5PK	\$150
40642	GFE EXT PLUS SUP-1YR-10PK	\$300
40643	GFE EXT PLUS SUP-1YR-50PK	\$1,500
40644	GFE EXT PLUS SUP-1YR-100PK	\$3,000
40645	GFE EXT PLUS SUP-1YR-500PK	\$13,500
40646	GFE EXT PLUS SUP-1YR-1000PK	\$26,190
40647	GFE EXT PLUS SUP-1YR-5000PK	\$127,021.50
40648	GFE EXT PLUS SUP-1YR-10000PK	\$238,800.42

AT&T SKU	Product Description	Price
2 Years Server Extended Plus Support (per Server)		
40649	GFE EXT PLUS SUP-2YR-SRVR	\$1,000
2 Years Extended Plus Support (Per User Packs)		
40650	GFE EXT PLUS SUP-2YR-1USER	\$60
40651	GFE EXT PLUS SUP-2YR-5PK	\$300
40652	GFE EXT PLUS SUP-2YR-10PK	\$600
40653	GFE EXT PLUS SUP-2YR-50PK	\$3,000
40654	GFE EXT PLUS SUP-2YR-100PK	\$6,000
40655	GFE EXT PLUS SUP-2YR-500PK	\$27,000
40656	GFE EXT PLUS SUP-2YR-1000PK	\$52,380
40657	GFE EXT PLUS SUP-2YR-5000PK	\$254,043
40658	GFE EXT PLUS SUP-2YR-10000PK	\$477,600.84
1 Year Premium Plus Server Support (per Server)		
74891	GFE PREMIUM SUP-SRVR FEE	\$550
74892	GFE PREMIUM SUP-ACCOUNT FEE	\$24,999
1 Year Premium Support (Per User Packs)		
74882	GFE PREMIUM SUP- USR FEE	\$35
74883	GFE PREMIUM SUP-5PK USR FEE	\$175
74884	GFE PREMIUM SUP-10PK USR FEE	\$350
74885	GFE PREMIUM SUP-50PK USR FEE	\$1,750
74886	GFE PREMIUM SUP-100PK USR FEE	\$3,500
74887	GFE PREMIUM SUP-500PK USR FEE	\$15,750
74888	GFE PREMIUM SUP-1000PK USR FEE	\$30,800
74889	GFE PREMIUM SUP-5000PK USR FEE	\$143,750
74890	GFE PREMIUM SUP-10000PK USR FEE	\$280,000

(SKU's Continued)

AT&T SKU	Product Description	Price
2 Years Premium Plus Server Support (per Server)		
74902	GFE2YR PREMIUM SUP-SRVR FEE	\$1,100
74903	GFE2YR PREMIUM SUP-ACCNT FEE	\$49,998
2 Years Premium Support (Per User Packs)		
74893	GFE 2 YR PREMIUM Support- USER FEE	\$70
74894	GFE2YR PREMIUM SUP-5Pk USR FEE	\$350
74895	GFE2YR PREMIUM SUP-10Pk USRFEE	\$700
74896	GFE2YRPREMIUM SUP-50Pk USRFEE	\$3,500
74897	GFE2YRPREMIUM SUP-100PPKUSRFEE	\$7,000
74898	GFE2YRPREMIUM SUP-500PPKUSRFEE	\$31.50
74899	GFE2YRPREMIUM MSUP-1000PPKUSRFEE	\$61,600
74900	GFE2YRPREMIUM MSUP-5000PPKUSRFEE	\$287,500
74901	GFE2YRPREMIUM MSUP-10000PKUSRFEE	\$560,000

Additional Important Ordering Information:

- An Enterprise Data Plan is required to accommodate this solution and help avoid overage charges.
- One software server is recommended for every 650-1,000 Client Access Licenses (CALs)
- *GFE products purchased are upfront charges. Additional purchases can be made in the same manner. Any data plans purchased will have a recurring monthly fee.

Important Information:

Good for Enterprise from AT&T is only available to customers with a qualified AT&T business or government agreement, a Foundation Account Number (FAN) and who agree to be bound by the Good for Enterprise Software License Agreement. Only CRUs are eligible. Activation of an eligible AT&T data plan on a compatible device with SMS capabilities and valid Good for Enterprise software is required. Non-AT&T Devices/Service: With respect to using Good for Enterprise with non-AT&T device/service, Customer is responsible for ensuring that Customer, its applicable end users and Good for Enterprise complies with all applicable terms of service of such other wireless carrier(s). All associated voice, messaging and data usage will be subject to the applicable rates and terms of such other wireless carrier(s). Refer to applicable wireless carrier for such rates, terms and conditions.

Complete solution requires third-party products and/or services, which are subject to any applicable third-party terms and conditions and may require separate purchase from and/or agreement with the third-party vendor. By using Good for Enterprise you agree to abide by the terms and conditions of applicable software licenses. Failure to comply with such terms and conditions may result in Good for Enterprise termination.

Good for Enterprise from AT&T is accessed via a Web portal and requires a PC with Internet connection. Good for Enterprise from AT&T may only be used as a tool to

configure and customize certain settings and features and perform software updates for compatible devices. Improper or incomplete configuration and/or downloads performed by you may result in service interruptions and/or device failures. AT&T does not guarantee compliance with such customized settings and/or updates. AT&T IS NOT LIABLE FOR ANY DELAYS, UNAVAILABILITY OR FAILURES RELATING TO GOOD FOR ENTERPRISE FROM AT&T, INCLUDING WITHOUT LIMITATION, USE OF THE GOOD FOR ENTERPRISE FROM AT&T WEB PORTAL, ANY LOSS OF SERVICE, DEVICE FAILURE OR LOSS OF CUSTOMER DATA/INFORMATION. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES, LOSSES, CLAIMS, COSTS AND EXPENSES ARISING OUT OF OR RELATING TO GOOD FOR ENTERPRISE FROM AT&T WILL BE TERMINATION OF GOOD FOR ENTERPRISE FROM AT&T.

Good for Enterprise from AT&T may not be accessible at all times. Availability, security/privacy, delivery and timeliness of information are not guaranteed by AT&T. References to security relate solely to the product itself. AT&T reserves the right to (i) modify or discontinue the Good for Enterprise from AT&T service in whole or in part and/or (ii) terminate Good for Enterprise from AT&T service at any time without cause. Coverage not available in all areas. Additional hardware, software, service and/or network connection may be required to access Good for Enterprise from AT&T service. Prices do not include taxes or other exactions. Additional fees, charges, and restrictions may apply. Subject to the terms and conditions of applicable Business Agreement, rate plan brochure and the software license agreement which is presented during software installation and is also available at <http://www.good.com/legal>. Offer and pricing subject to change without notice.

AMENDMENT NO. 8

TO

WIRELESS SERVICES AND EQUIPMENT CONTRACT NO. VA-090512-ATM

This Amendment No. 8 ("Amendment 8") is entered into as of 12/15, 2011 (the "Amendment 8 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA" or "Customer") (VITA and AT&T are, at times, referred to herein together as the "Parties").

Section 1. Recitals.

1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009, as amended (the "Contract").

1.2 AT&T and VITA desire to make certain changes to the Contract as described in this Amendment 8.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 8. Unless otherwise defined, capitalized terms in this Amendment 8 have the meanings ascribed to them in the Contract.

Section 3. Term Extension. AT&T and VITA agree that the term of this Contract is hereby extended such that it will expire on June 30, 2012.

Section 4. Custom AT&T Nation Unlimited Plan. AT&T currently provides VITA and its End Users with the AT&T Nation Unlimited Plan with a Monthly Service Charge of \$99.99. From the Amendment 8 Effective Date forward, AT&T will provide VITA and its qualified End Users with that Plan for a Monthly Service Charge of \$ 69.99 (the "Custom Unlimited Plan"). The Custom Unlimited Plan is only available to End Users eligible to activate Service on the standard AT&T Nation Unlimited Plan. Except as otherwise provided herein, the applicable rates, terms, and conditions set forth in the Contract and the standard AT&T Nation Unlimited Plan Sales Information apply to the Custom Unlimited Plan. The Custom Unlimited Plan (a) is NOT eligible for the MSC Service Discount; and (b) is available for the term of the Contract.

Section 5. Tethering Clarification. Certain Plans available to VITA under the Contract include tethering. With respect to such Plans, tethering allows VITA and its qualified End Users to use their compatible Equipment as a wireless modem or mobile hotspot for their PC or Wi-Fi-capable device. Under such tethering Plans, VITA and its qualified End Users get access to the Internet. Access to corporate email depends upon the Plan and VITA's corresponding internal policies.

Section 6. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 8, are hereby restated and ratified by AT&T and VITA. All such terms and conditions are and shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment 8 as of the Amendment 8 Effective Date.

AT&T Mobility National Accounts LLC

By: Marcellus Brooks
Name: Marcellus Brooks
Title: Senior Contract Manager
Date: December 15, 2011

**Virginia Information Technologies Agency
On behalf of the Commonwealth of Virginia**

By: Philip L. Pippert
Name: PHILIP L. PIPPERT
Title: ACTING DIRECTOR, SCM
Date: 12/15/11

AMENDMENT NO. 7

To

Wireless Services and Equipment Contract No. VA-090512-ATM

This Amendment No. 7 ("Amendment 7") is entered into as of Aug 17, 2011 (the "Amendment 7 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA") (VITA and AT&T are, at times, referred to herein together as the "Parties").

Section 1. Recitals.

1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009, as amended (the "Contract").

1.2 AT&T and VITA desire to make certain changes to the Contract as described in this Amendment.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

Section 3. Changes to Service Offerings. The Parties hereby agree that Attachment 1 Exhibit A-1 to the Contract is hereby deleted and replaced with Exhibit A-1 to this Amendment 1.

Section 4. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment, are hereby restated and ratified by AT&T and VITA. All such terms and conditions are and shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment 7 as of the Amendment 7 Effective Date.

AT&T Mobility National Accounts LLC

By: Marcellus Brooks
Name: Marcellus Brooks
Title: Senior Contract Manager
Date: August 16, 2011

**Virginia Information Technologies Agency
On behalf of the Commonwealth of Virginia**

By: Philip H. Poppert
Name: Philip H. Poppert
Title: Acting Director, SEM
Date: 8/17/11

EXHIBIT A-1

GOV National Pooled Plans					
	Monthly Service Charge	Min	N&V	M2M	Ovrg
Govt National Pooled 100	\$30.00	100	5000	Unl	0.25
Govt National Pooled 300	\$39.00	300	5000	Unl	0.25
Govt National Pooled 400	\$44.00	400	5000	Unl	0.25
Govt National Pooled 1000	\$70.00	1000	Unl	Unl	0.25

No activation fee for Corporate Lines of service.

No Rollover® on any GOV National or GOV Nation Pool Plans

Only up to GOV Nation or GOV Pooled Plans may be used on a Foundation Account Number (FAN)

Cannot mix National Plans with AT&T Nation Plans on the same Billing Account Number

Long Distance is included with Roaming (within the 50 United States).

Included Features: Call Hold, 3-way Calling, Call Forwarding, Call Waiting, Caller ID, Call Detail, Basic Voice Mail/Message Waiting Indicator

Standard nights are 9:00p.m. to 6:00a.m., and standard weekends are 9:00p.m. Friday to 6:00a.m. Monday. Airtime and other measured usage are billed in full-minute increments.

Except as otherwise provided herein, the rate plan descriptions set forth in AT&T Business Pooled Nation Plans Sales Information applies to the GOV National Plans and are incorporated herein by this reference.

EXHIBIT A-1...cont'd

Custom Integrate Plans			
	Government Pooled 300 Plan	Government Pooled 400 Plan	Government Pooled 1000 Plan
Monthly Service Charge	\$50.00	\$57.00	\$75.00
Anytime Minutes	300	400	1000
Voice Overage Rate	\$0.25	\$0.25	\$0.25
Included Nights & Weekend Minutes	5000	5000	UNLIM
Included Mobile to Mobile Minutes	UNLIM	UNLIM	UNLIM
Domestic Long Distance	Included	Included	Included
Domestic Roaming	Included	Included	Included
Monthly Service Charge Discount	N/A	N/A	N/A
Rollover Minutes	N/A	N/A	N/A
Included Data Access	Internet Browsing and Email	Internet Browsing and Email	Internet Browsing and Email
Unlimited Text	Yes	Yes	Yes

The Custom Integrated Plans are **NOT** eligible for the MSC Service Discount, any other discount provided under this Contract, nor any other discounts or promotions otherwise available to AT&T's customers. The Custom Integrated Plans are only available to VITA's CRUs activating new Service. Except as otherwise provided herein; (a) the Wireless Data Service rates, terms and conditions set forth in the Data Rate Plan Brochure Sales Information applicable to the BlackBerry Enterprise Plan (without tethering); and (b) the Voice Service rates, terms and conditions of the AT&T Business Pooled Nation Sales Information, apply to the Custom Integrated Plan and are incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of this Exhibit A - Pricing for Custom Integrated Plans and the Sales Information referenced, the terms of this Exhibit A - Pricing for Custom Integrated Plans will control.

No activation fee for Corporate Lines of service.

No Rollover® on any GOV National or GOV Nation Pool Plans

Only up to GOV Nation or GOV Pooled Plans may be used on a Foundation Account Number (FAN)

Cannot mix National Plans with AT&T Nation Plans on the same Billing Account Number

Long Distance is included with Roaming (within the 50 United States).

Included Features: Call Hold, 3-way Calling, Call Forwarding, Call Waiting, Caller ID, Call Detail, Basic Voice Mail/Message Waiting

Standard nights are 9:00p.m. to 6:00a.m., and standard weekends are 9:00p.m. Friday to 6:00a.m. Monday. Airtime and other measured usage are billed in full-minute increments.

Except as otherwise provided herein, the rate plan descriptions set forth in AT&T Business Pooled Nation Plans Sales Information applies to the GOV National Plans and are incorporated herein by this reference.

EXHIBIT A-1...cont'd

AT&T Nation					
Stand-alone rate plan with Rollover Minutes					
	Monthly Service Charge	Total Included Minutes	Nights & Weekend	Mobile to Mobile	Overage
AT&T Nation 450	\$39.99	450	5000	Unlimited	45¢
AT&T Nation 900	\$59.99	900	Unlimited	Unlimited	40¢
AT&T Nation 1350	\$79.99	1350	Unlimited	Unlimited	35¢
AT&T Nation Unlimited *	\$99.99	Unlimited	Unlimited	Unlimited	n/a

No activation fee for corporate lines of service.

Included Features: Detailed billing (except Upstate NY), Caller ID, Call Waiting, 3-Way Calling, Call Forwarding, Basic Voicemail, Message Waiting Indicator, Text Messaging (SMS) at 20¢ /message, Multimedia Messaging at 30¢ /message, and Wireless Internet Express at \$0.01 /KB. Some features may not be available in all areas at all times. Rollover SM minutes apply to unused package minutes only. Long Distance is included with Roaming (within the 50 United States). Standard nights are 9:00p.m. to 6:00a.m., and standard weekends are 9:00p.m. Friday to 6:00a.m. Monday. Airtime and other measured usage are billed in full-minute increments.

*** Unlimited Rate Plan is not eligible for discount**

*Requires Blackberry, PDA, Pocket PC, or Smartphone Device.
Required voice plan for iPhone activation*

EXHIBIT A-1...cont'd

Unlimited Voice and Data Plan (business purposes only)							
	Monthly Service Charge	Total Included Minutes	Total Included Data	Nights and Weekends	Mobile to Mobile	Overage	Roaming Long Distance
Blackberry	\$119.99	Unlimited	Unlimited	Unlimited	Unlimited	N/A	Included
PDA/Smartphone	\$114.99	Unlimited	Unlimited	Unlimited	Unlimited	N/A	Included

No activation fee for corporate lines of service.

Included Features: Detailed Billing (except Upstate NY), Caller ID, Call Waiting, 3-Way Calling, Call Forwarding, Basic Voicemail, message Waiting Indicator, Text Messaging (SMS) at 20c /message, and Multimedia Messaging at 30c /message. Some features may not be available in all areas at all times. Long Distance is included with Roaming (within the 50 United States) requires Blackberry, PDA, Pocket PC, or Smartphone device.

Not Eligible for Tethering Feature.

EXHIBIT A-1...cont'd

EXHIBIT A-1...cont'd

iPhone Rate plans*				
(all iPhones must have a Voice Plan)				
Description	Monthly Service Charge	Domestic Data (Web/Email)	Tethering Allowed	Visual Voice Mail
Enterprise Data Plan for iPhone -	\$45.00	Unlimited	No	Yes

Text Messaging			
Description	Price Per Month	Messages Included	Overage Rate
iPhone Messaging 200	\$5.00	200	\$0.10/Msg
iPhone Messaging 1500	\$15.00	1500	\$0.05/Msg
iPhone Messaging Unlimited	\$20.00	Unlimited	N/A

iPhone Add to domestic data plans								
Description	Monthly Service Charge	Included Domestic Access	Additional Domestic Data Usage per MB	Included International Data Usage	Additional International Data Usage per KB (in select countries)	International Data Usage per KB (in other countries)	International email	Tethering Allowed
Data Global 20MB Plan (Bolt-On) to Domestic iPhone Plans	\$24.99	Based on domestic data plan		20MB Data (in select countries)	\$0.005	\$0.0195		No
Data Global 50MB Plan (Bolt-On) to Domestic iPhone Plans	\$59.99	Based on domestic data plan		50MB Data (in select countries)	\$0.005	\$0.010 or \$0.0195		No
Data Global 100MB Plan (Bolt-On) to Domestic iPhone Plans	\$119.99	Based on domestic data plan		100MB Data (in select countries)	\$0.005	\$0.010 or \$0.0195		No
Data Global 200MB Plan (Bolt-On) to Domestic iPhone Plans	\$199.99	Based on domestic data plan		200MB Data (in select countries)	\$0.005	\$0.010 or \$0.0195		No

*To complete the activation of your iPhone you MUST connect to iTunes.

EXHIBIT A-1...cont'd

Blackberry Plans for the Commonwealth of Virginia						
Plan Name	Monthly Service Charge	Included Megabytes	Additional Data per KB	Canada Roaming per KB	International Roaming	Discount for Voice Plan
Blackberry® Access	\$50.00	Unlimited	Unlimited	\$0.015	\$0.0195	\$5.00
Blackberry® International Roaming	\$69.99	Unlimited	Unlimited	n/a	n/a	\$5.00

Unlimited usage applies to Blackberry email, Internet browsing, and qualified applications that use the Blackberry Mobile Data Service. Other non-qualified data usage is charged at 0.005 per KB.

Blackberry International Roaming Feature requires a valid subscription to Blackberry Access \$49.99 plan (monthly or annually). Other non-qualified usage is charged at \$0.015 per KB outside the US and Canada.

Smartphone Plans for the Commonwealth of Virginia						
Plan Name	Monthly Service Charge	Included Megabytes	Additional Data per KB	Canada Roaming per KB	International Roaming	Discount for Voice Plan
Smartphone Connect	\$45.00	Unlimited	N/A	\$0.015	\$0.0195	\$5.00
Smartphone Connect International Roaming	\$69.99	Unlimited Domestic and 20MB International	\$0.005/KB \$0.0195/KB			\$5.00

No activation fee for corporate lines of service.

Smartphone/Blackberry® Add to domestic data plans								
Description	Monthly Service Charge	Included Domestic Access	Additional Domestic Data Usage per MB	Included International Data Usage	Additional International Data Usage per KB (in select countries)	International Data Usage per KB (in other countries)	International email	Tethering Allowed
Data Global 20MB Plan (Bolt-On) to Domestic Plans	\$24.99	Based on domestic data plan		20MB Data (in select countries)	\$0.005	\$0.0195		No
Data Global 50MB Plan (Bolt-On) to Domestic Plans	\$59.99	Based on domestic data plan		50MB Data (in select countries)	\$0.005	\$0.010 or \$0.0195		No
Data Global 100MB Plan (Bolt-On) to Domestic Plans	\$119.99	Based on domestic data plan		100MB Data (in select countries)	\$0.005	\$0.010 or \$0.0195		No
Data Global 200MB Plan (Bolt-On) to Domestic Plans	\$199.99	Based on domestic data plan		200MB Data (in select countries)	\$0.005	\$0.010 or \$0.0195		No

EXHIBIT A-1...cont'd

Tethering Data Plans for the Commonwealth of Virginia*			
Plan Name	Monthly Service Charge	Included Megabytes	Additional Data per KB
Blackberry® Tethering Bolt-On	\$50.00	5GB	\$0.00048/KB
PDA Tethering Bolt-On	\$50.00	5GB	\$0.00048/KB
*Must have a Qualified Voice Rate Plan.			
Blackberry® Tethering No Voice	\$70.00	5GB	\$0.00048/KB
PDA Tethering No Voice	\$65.00	5GB	\$0.00048/KB

*Includes 5GB of Data

Includes standard Blackberry and PDA Monthly Access.

No activation fee for corporate lines of service.

EXHIBIT A-1...cont'd

Data Plans for the Commonwealth of Virginia							
Plan Name	Monthly Service Charge	Included Megabytes	Additional Data per KB	Canada Roaming per KB	International Roaming per KB	Discount for Voice Plan	Wi-Fi Connect
Data Connect	\$44.59	5GB	\$0.00048/KB	N/A	N/A	N/A	Domestic Included
DC North America	\$109.99	5GB Domestic & 100 MB NA	\$0.00048/KB	N/A	\$0.005	N/A	Domestic Included
DC Global	\$139.99	5GB Domestic & 100 MB INTL	\$0.00048/KB	N/A	\$0.005	N/A	Domestic Included

No activation fee for corporate lines of service.

EXHIBIT A-1...cont'd

MESSAGING: Unless otherwise specified in your wireless plan, the default rate is \$0.20/message for Text/Instant Messages and \$0.30/message for Picture/Video Messages. Charges for international messages from the U.S. are \$0.25/message for Text Messages and \$0.50/message for Picture/Video Messages. Charges for messages sent while roaming internationally are \$0.50/message for Text Messages and \$1.30/message for Picture/Video Messages. Additional charges for premium content apply.

Text Messaging			
Description	Price Per Month	Data/Message s Included	Overage Rate
Text Messaging 200	\$5.00	200	\$0.10/Msg
Text Messaging 1500	\$15.00	1500	\$0.05/Msg
Text Messaging Unlimited	\$20.00	Unlimited	N/A

TeleNav (Turn By Turn Directions)			
Description	Price Per Month	Directions	
TeleNav*	\$9.99	Unlimited	
* Requires a Device with embedded GPS or a GPS Bluetooth Puck (sold separately)			

Push to Talk			
Description	Price Per Month	Usage	
Push to Talk	\$5.00	Unlimited	

EXHIBIT A-1...cont'd

Voice Dialing	
Description	Price Per Month
Voice Dialing	\$4.99

EXHIBIT A-1...cont'd

Blackberry Enterprise Server v.4.1 Software & User Licenses Fees for Microsoft Exchange		
Product	Price	Description
Blackberry Enterprise Server v.4.0	\$3,999.00	Includes Blackberry Enterprise Server Software and 20 Client Licenses.
User License - Single	\$99.00	Includes one user license.
User License - 5 Pack	\$429.00	Client Access License (5 pack)
User License - 10 Pack	\$699.00	Client Access License (10 pack)
User License - 100 Pack	\$5,999.00	Client Access License (100 pack)

EXHIBIT A-1...cont'd

BUSINESS NATION FLAT RATE PLAN—GSM™	
Monthly Service Charge	\$12.49
Home Airtime Rate	\$0.11/minute
No activation fee for corporate lines of service.	
Included Features: Detailed billing (except Upstate NY), Caller ID, Call Waiting, 3-Way Calling, Call Forwarding, Basic Voicemail, Message Waiting Indicator, Text Messaging (SMS) at 20¢ /message, Multimedia Messaging at 30¢ /message, and Wireless Internet Express at \$0.01 /KB. Some features may not be available in all areas at all times. Long Distance is included with Roaming (within the 50 United States). Airtime and other measured usage are billed in full-minute increments.	

EXHIBIT A-1...cont'd

World Traveler and International Calling		
Feature	Description	Price Per Month
World Traveler	Allows International Roaming	\$5.99
International Calling	Allows US to International calling	\$3.99

**MODIFICATION 6
TO
CONTRACT NUMBER VA-090512-ATM
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
AT&T MOBILITY, INC.**

This MODIFICATION 6 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and AT&T Mobility National Accounts LLC hereinafter referred to as "Contractor," relating to the modification of Contract VA-090512-ATM, as amended. This Modification is hereby incorporated into and made an integral part of Contract VA-090512-ATM.

1. This Modification documents both parties' agreement to extend the contract term to December 31, 2011.
2. The Contractor hereby agrees to accept orders and provide the services, at the prices specified, in the referenced contract and any amendments.
3. Contractor may offer Services or Products to any Virginia State Government agency, or public institution of higher education, as defined in Section 2.2-2006 of the Code of Virginia, under a contract other than this Contract if any such Virginia State Government agency or public institution of higher education advises Contractor in writing, that it is authorized to do so and is doing so within the Commonwealth's statutory, legal and procedural requirements. VITA recognizes and agrees that the Contractor may continue to perform against any existing legally binding contracts and offers with entities defined in Section 2.2-2006 of the Code of Virginia until the expiration of such contract or offer's current or renewal term.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090512-ATM and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

BY: Marcellus Brooks

NAME: Marcellus Brooks

TITLE: Senior Contract Manager

DATE: June 30, 2011

COMMONWEALTH OF VIRGINIA

BY: Philip L. Pippert

NAME: PHILIP L. PIPPERT

TITLE: ACTING DIRECTOR, SCM

DATE: 6/30/11

AMENDMENT NO. 5

To

Wireless Services and Equipment Contract No. VA-090512-ATM

This Amendment No. 5 ("Amendment 5") is entered into as of _____, 2011 (the "Amendment 5 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA" or "Customer") (VITA and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

Section 1. Recitals.

1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009 (the "Contract").

1.2 AT&T and VITA intend to make certain changes to the Contract in accordance with the terms and conditions of this Amendment 5.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and VITA hereby agree to amend the Contract pursuant 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.

Section 3. iPad Solution. AT&T will provide the iPad Solution to VITA in accordance with the terms and conditions of Exhibit A, attached hereto and incorporated herein by reference.

Section 4. Plans; Equipment.

AT&T will provide the iPad Plans described in Exhibit B, attached hereto and incorporated herein by reference ("Exhibit B"). In addition, AT&T will provide the iPads to VITA at the prices set forth in Exhibit B.

Section 5. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 5, are hereby restated and ratified by AT&T and VITA. 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

**Virginia Information Technologies Agency
On behalf of the Commonwealth of Virginia**

By: Marcellus Brooks
Name: Marcellus Brooks
Title: Senior Contract Manager
Date: March 2, 2011

By: Susan S. Woodley
Name: Susan S Woodley
Title: Director SCM
Date: 3/3/2011

EXHIBIT A
iPad Solution Terms and Conditions

- 1. General.** Pursuant to the terms and conditions of the Contract and this Exhibit, AT&T will provide iPads and post-paid Wireless Data Service for iPads (collectively, the "iPad Solution") to Customer and its qualified End Users only. The iPad Solution is not available to IRUs.
- 2. Plans.** Subscription to Wireless Data Service is optional for the iPad Solution. iPads do not support Voice Service (including voicemail), SMS, or multi-media messaging services. To receive Wireless Data Service as part of the iPad Solution, End Users must have an iPad-eligible Enterprise Data Plan for iPad, or such other Wireless Data Service Plan as AT&T may designate from time to time. The iPad Solution is not available with pre-paid Wireless Data Services.
- 3. Service Discount.** AT&T will provide the Service Discount with respect to End Users activated on the Plan(s) referenced in §2 herein.
- 4. Equipment Discount.** Notwithstanding anything to the contrary in the Contract, Customer and its End Users will not receive the Equipment Discount, or any other discount or promotion described in the Contract, on iPads or Apple-branded accessories.
- 5. AT&T Wi-Fi Services.** USE OF AT&T WI-FI SERVICE WITH A WI-FI CAPABLE WIRELESS DEVICE IS SUBJECT TO THE TERMS OF SERVICE & ACCEPTABLE USE POLICY ("TERMS") FOUND AT <https://secure.sbc.com/tosaup.adp>. VITA'S AND/OR ITS END USER'S USE OF AT&T WI-FI SERVICE REPRESENTS VITA'S AGREEMENT TO THOSE TERMS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. AT&T Wi-Fi Basic Service is available at no additional charge to wireless customers with select Wi-Fi capable devices and a qualified Wireless Data Service Plan.
- 6. Additional iPad Terms and Conditions.** The iPad Solution utilizes third party software and, accordingly, is subject to certain additional terms and conditions (including Apple and other third party terms and conditions). With respect to Customer's End Users with the iPad Solution, Customer acknowledges and agrees to the iPad Terms and Conditions found in the iPad box and at <http://images.apple.com/legal/sla/docs/iPadSoftwareLicense.pdf>
- 7. Restrictions.** The iPad Solution is not compatible with any Wireless Data Service Plans not referenced herein and may not be compatible with certain additional features (e.g., OfficeReach™ and Unified Messaging), which will be disabled or removed at time of activation.
- 8. Policies and Processes.** Customer and its End Users must follow the policies and processes established by AT&T to purchase or upgrade iPads and to activate, migrate, terminate or otherwise modify the iPad Solution, as such policies and processes may be modified from time to time. Such policies and processes may include, without limitation, (a) purchasing and activating iPads only in select AT&T sales channels, and (b) completing the activation through iTunes. iPad returns are subject to a 10% re-stocking fee, except where prohibited. iPad returns must occur within 14 days of purchase but are not subject to 10% restocking if returned unopened and Customer did not purchase a Plan referenced in §2 herein. For complete details, Customer should refer to <http://att.com/returnpolicy>.

EXHIBIT B
iPad Plans and Equipment

1. Wireless Data Service Plans for iPad

Wireless Data Service Plans for iPad¹

Enterprise Data Plan for iPad	Monthly Service Charge²	Included Domestic Data Access	Additional Domestic Data Usage	Included International Data Usage¹ (in select countries)	Additional International Data Usage¹ Per KB (in select countries)	International Data Usage Per KB (in Other Countries⁴)
Domestic Enterprise Data Plan for iPad with no overage cap or auto suspend³	\$40	2 GB	\$.05/MB	—	—	—
International Enterprise Data Plan for iPad with no overage cap or autosuspend³	\$99.99	2GB	\$.05/MB	100 MB	\$.005/KB	\$.0195/KB

¹ Data usage only for use within “roam zone” comprised of select carriers. See att.com/dataconnectglobal for details.

² AT&T also imposes the following charges: a Regulatory Cost Recovery Charge of up to \$1.25 to help defray its costs incurred in complying with obligations and charges imposed by State and Federal telecom regulation; State and Federal Universal Service charges; and surcharges for government assessments on AT&T. These fees are not taxes or government-required charges.

³ Customers with an iPad for Enterprise Data rate plan can get access to AT&T Wi-Fi Basic service at no additional charge. Additional restrictions apply. Subject to applicable AT&T Wi-Fi Basic terms and conditions. See att.com/attwifitosaup for further details.

⁴ Rate outside the “roam zone” countries is \$0.010/KB except in Algeria, Azerbaijan, Belarus, Bosnia/Herzegovina, Brunei, Faroe Islands, Macedonia (former Yugoslavia), Maldives, Mongolia, Qatar, Saudi Arabia, Tunisia and Venezuela where the rate is \$0.0195/KB.

In most circumstances, the amount of included data available as part of the AT&T Enterprise Data Plans for iPad subscription will be sufficient for most of your users. In order to manage the consumption of this data and help ensure optimum use of the device it is recommended that your users use available Wi-Fi connections when possible. The Domestic Enterprise Data Plan does not include international pay per use. When traveling outside of the U.S., you will need the International Enterprise Data Plan for iPad. Users with a current pre-paid iPad account must cancel it prior to activating an Enterprise Data Plan for iPad. Any unused data remaining on the user’s pre-paid iPad account will be lost. If not cancelled, the pre-paid iPad plan will continue to auto renew and be charged to the credit card on the account.

EXHIBIT B
iPad Plans and Equipment...cont'd

2. iPads.

iPads

iPad	Price
iPad Wi-Fi + 3G 16GB	\$629
iPad Wi-Fi + 3G 32GB	\$729
iPad Wi-Fi + 3G 64GB	\$829

Notwithstanding anything to the contrary elsewhere in the Contract: (a) any upgrade pricing provisions set forth elsewhere in the Contract do NOT apply to the iPad; and (b) the iPad pricing set forth above does NOT apply to iPad upgrades. iPad upgrade pricing remains subject to AT&T's corresponding policies and procedures in effect at the time.

AMENDMENT NO. 4

To

Wireless Services and Equipment Contract No. VA-090512-ATM

This Amendment No. 4 ("Amendment 4") is entered into as of September 8, 2010 (the "Amendment 4 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA" or "Customer") (VITA and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

Section 1. Recitals.

1.1 AT&T and the VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009 (the "Contract").

1.2 AT&T and VITA intend to make certain changes to the Contract in accordance with the terms and conditions of this Amendment 4.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment 4. Unless otherwise defined, capitalized terms in this Amendment 4 have the meanings ascribed to them in the Contract.

Section 3. iPhone Solution. AT&T will provide the iPhone Solution to VITA in accordance with the terms and conditions of Exhibit A, attached hereto and incorporated herein by reference. These iPhone Solution terms and conditions replace any existing iPhone Solution terms and conditions in the Contract.

Section 4. iPhone Plans; Equipment. AT&T will provide the iPhone Plans described in Exhibit B, attached hereto and incorporated herein by reference ("Exhibit B"). In addition, AT&T will provide the iPhone 4 and iPhone 3GS to VITA at the prices set forth in Exhibit B. Notwithstanding the foregoing, the iPhone 3GS 16GB and iPhone 3GS 32GB are only available until existing stock is depleted.

Section 5. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment 4, are hereby restated and ratified by AT&T and VITA. All such terms and conditions are and will continue to remain in full force and effect.

In the event of a conflict between the Contract and the TERMS, the Contract shall control. In the event of a material, unilateral revision to the TERMS by Supplier that substantially impedes the lawful use of the Service by VITA or other public body subscribing to the Services or Products, VITA shall have the option to:

- a. request that the revision be rescinded;
- b. request that the revision be waived as to VITA or other public bodies receiving Services under this Agreement;

If Supplier fails to grant a request by VITA per a. or b. above, within 30 days of receiving the request, then VITA may, at its option, terminate this Contract, in whole or in part, or any order, in whole or in part, without termination liability.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment 4 as of the Amendment 4 Effective Date.

AT&T Mobility National Accounts LLC

**Virginia Information Technologies Agency
On behalf of the Commonwealth of Virginia**

By: 
Name: ROLANDO T. SAEZ
Title: DIRECTOR, CONTRACTS
Date: 9 / 2 / 2010

By: 
Name: Susan Woolley
Title: Director, SEM
Date: 9/8/2010

EXHIBIT A
iPhone Solution Terms and Conditions

1. General. Pursuant to the terms and conditions of the Contract and this Exhibit, AT&T will provide iPhones and Service for iPhones (collectively, the “iPhone Solution”) to Customer and its qualified End Users.

2. Plans.

2.1 General. The iPhone Solution requires subscription to qualified Voice Service and Wireless Data Service. Plan requirements depend on whether the End User has an iPhone that is compatible with (a) the AT&T GSM/GPRS/EDGE network only (“Original iPhone”), or (b) both the AT&T GSM/GPRS/EDGE network and the AT&T 3G (HSDPA/UMTS) network (“3G iPhone”). Certain legacy Voice Service Plans (including, without limitation, TDMA and analog Plans) are not available for use with iPhones. iPhone Plans may not be used with other computing devices (including but not limited to iPads, personal computers, and PC Data Cards) either by SIM card transfer or any other means. Additionally, tethering is prohibited unless the Plan expressly allows it.

2.2 Requirements for 3G iPhone Solution. End Users must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of \$39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify), and (b) a 3G iPhone-eligible Wireless Data Service Plan. Use of the 3G iPhone Solution to access corporate email, company intranet sites, and/or other business applications requires a 3G iPhone-eligible Wireless Data Service Plan as AT&T may designate from time to time.

3. Service Discount. Except as otherwise provided in the Contract regarding Voice Service Plans that do not qualify for the Service Discount, and except as further provided herein, AT&T will provide the Service Discount and any applicable credits or waived fees provided under the Contract to End Users on the iPhone Solution. AT&T will not provide the Service Discount on the AT&T DataPlus Personal Plan with a Monthly Service Charge of \$15. The AT&T DataPlus Personal Plan with a Monthly Service Charge of \$15 is only available to IRUs and is not available to CRUs.

4. Equipment Discount. Notwithstanding anything to the contrary in the Contract, Customer and its End Users will not receive the Equipment Discount, or any other discount or promotion described in the Contract, on iPhones or Apple-branded accessories.

5. AT&T Wi-Fi Services. USE OF AT&T WI-FI SERVICE WITH A WI-FI CAPABLE WIRELESS DEVICE IS SUBJECT TO THE TERMS OF SERVICE & ACCEPTABLE USE POLICY (“TERMS”) FOUND AT <https://secure.sbc.com/tosaup.adp>. VITA’S AND/OR ITS END USER’S USE OF AT&T WI-FI SERVICE REPRESENTS VITA’S AGREEMENT TO THOSE TERMS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. AT&T Wi-Fi Basic Service is available at no additional charge to wireless customers with select Wi-Fi capable devices and a qualified Wireless Data Service Plan.

6. Additional iPhone Terms and Conditions. The iPhone Solution utilizes third party software and, accordingly, is subject to certain additional iPhone Terms and Conditions (including Apple and other third party terms and conditions). With respect to Customer’s CRUs with the iPhone Solution, Customer acknowledges and agrees to such iPhone Terms and Conditions found in the iPhone box and at <http://www.apple.com/legal/sla/docs/iphone.pdf>, as may be modified from time to time.

7. Restrictions. The iPhone Solution is not compatible with any Wireless Data Service Plans not referenced herein and may not be compatible with certain additional features (e.g., OfficeReach™ and Unified Messaging), which will be disabled or removed at time of iPhone activation. The iPhone Solution includes Visual Voicemail, which requires End Users to establish a new voice mail box. All current voice mail messages will be erased at the time of iPhone activation, so End Users are advised to listen to any existing voicemails before completing the activation process.

8. Policies and Processes. Customer and its End Users must follow the policies and processes established by AT&T to purchase or upgrade iPhones and to activate, migrate, terminate or otherwise modify the iPhone Solution, as such policies and processes may be modified from time to time. Such policies and processes may include, without limitation, (a) purchasing and activating iPhones only in AT&T retail locations and through Premier, and (b) completing the activation through iTunes. iPhone returns are subject to a 10% re-stocking fee.

EXHIBIT B
iPhone Plans and Equipment
Wireless Data Service Plans for iPhone¹

	Monthly Service Charge	Domestic Data Access (Included)	Domestic Data Usage (Additional)
DataPlus²	\$15.00 ³	200MB	\$15.00/200MB
DataPro²	\$25.00	2GB	\$10.00/GB
DataPro (with Tethering) ²	\$45.00	2GB	\$10.00/GB
DataPro Enterprise²	\$40.00	2GB	\$10.00/GB
DataPro Enterprise (with Tethering) ²	\$60.00	2GB	\$10.00/GB
Enterprise Data Plan for iPhone \$45⁴	\$45.00	<ul style="list-style-type: none"> • Internet browsing • Corporate and Personal email 	NA

Messaging Plans

UNLIMITED	\$20 per month
1500 Messages	\$15.00 per month, \$0.05 per additional message
200 Messages	\$5.00 per month, \$0.10 per additional message
Pay Per Use	\$0.20 per Text Message, \$0.30 per Picture/Video Message

¹AT&T imposes a Regulatory Cost Recovery Charge of up to \$1.25 to help defray costs incurred in complying with State and Federal telecom regulations; State and Federal Universal Service Charges; and surcharges for customer-based and revenue-based state and local assessments on AT&T. These are not taxes or government-required charges. Charges for international messages sent from the U.S. are \$0.25 for Text Messages and \$0.50 for Picture/Video Messages. Charges for usage while roaming internationally: \$0.50 for each Text Message sent and \$1.30 for each Picture/Video Message sent. Web Browsing \$2/MG applies to new customers or customers who change voice plans or cancel data plans on or after July, 31, 2009, otherwise \$0.01/KB. Additional charges for premium messages and content apply. Additional subscription and download charges may apply. Substantial charges may be incurred if iPhone is taken out of the U.S., even if no services are intentionally used. Receipt of Visual Voicemail messages when roaming internationally are charged at international data pay-per-use rates unless the End User has a Data Global Add-On for iPhone, in which case receipt of Visual Voicemail messages outside the U.S., the U.S. Virgin Islands and Puerto Rico, with the exception of Guam or Northern Mariana Islands.

²If the initial data allowance is exceeded, then the End User will automatically be provided (a) another 1G for DataPro and DataPro Enterprise (including tethering Plans) and be charged an additional \$10.00 for each 1G provided, or (b) another 200 MB for DataPlus and be charged an additional \$15 for each additional 200MB provided. All data allowances, including overages, must be used in the billing period in which the allowance is provided or they will be forfeited.

³AT&T will not provide the Service Discount on the AT&T DataPlus Personal Plan with a Monthly Service Charge of \$15. The AT&T DataPlus Personal Plan with a Monthly Service Charge of \$15 is only available to IRUs and is not available to CRUs.

⁴All iPhone Plans are subject to the Wireless Data Terms and Conditions found at www.att.com/dataterms.

EXHIBIT B
iPhone Plans and Equipment...cont'd

iPhone Equipment.

iPhone	Price
iPhone 4 16GB	\$199.00
iPhone 4 32GB	\$299.00
iPhone 3GS 8GB	\$99.00
iPhone 3GS 16GB	\$199.00
iPhone 3GS 32GB	\$299.00

Notwithstanding the foregoing, the iPhone 3GS 16GB and iPhone 3GS 32GB are only available until existing stock is depleted. Notwithstanding anything to the contrary elsewhere in the Contract: (a) any upgrade pricing provisions set forth elsewhere in the Contract do NOT apply to the iPhone; and (b) the iPhone Equipment pricing set forth in Table 4 herein does NOT apply to iPhone upgrades. iPhone upgrade pricing remains subject to AT&T's corresponding policies and procedures in effect at the time.

**MODIFICATION # 3
TO
CONTRACT NUMBER VA-090512-ATM
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
AT&T MOBILITY**

This MODIFICATION #3 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and AT&T Mobility, hereinafter referred to as "Contractor," relating to the modification of Contract VA-090512-ATM, as amended. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-090512-ATM.

1. Reference: Exhibit A-1 - Pricing

Both parties agree to the following:

a. AT&T Nation Unlimited

- i. Reduce the monthly recurring cost to \$69.99 per month. This Unlimited rate plan is not discountable.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090512-ATM and cannot be modified, except by writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

AT&T MOBILITY

BY: 

NAME: Roland Saenz

TITLE: Director, Contracts

DATE: 2/22/2010

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Day Crenshaw

TITLE: Sourcing Manager, VITA

DATE: 2/22/10

AMENDMENT NO. 2

To

Wireless Services and Equipment Contract No. VA-090512-ATM

This Amendment No. 2 ("Amendment 2") is entered into as of Nov 5, 2009 (the "Amendment 2 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA") (VITA and AT&T are, at times, referred to herein together as the "Parties").

Section 1. Recitals.

1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009, as amended (the "Contract").

1.2 AT&T and VITA desire to make certain changes to the Contract as described in this Amendment.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

Section 3. Changes to Service Offerings. The Parties hereby agree that Exhibit A-1 to the Contract is hereby deleted and replaced with Exhibit A-1 to this Amendment 1.

Section 4. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment, are hereby restated and ratified by AT&T and VITA. All such terms and conditions are and shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment 2 as of the Amendment 2 Effective Date.

AT&T Mobility National Accounts LLC

**Virginia Information Technologies Agency
On behalf of the Commonwealth of Virginia**

By: Cathleen M. Pryor
Name: Cathleen M. Pryor
Title: VP Contracts
Date: 11/05/2009

By: J. B. Edmonds Jr.
Name: J. B. Edmonds Jr.
Title: Partnership Manager
Date: Nov. 9, 2009

AMENDMENT NO. 1

To

Wireless Services and Equipment Contract No. VA-090512-ATM

This Amendment No. 1 ("Amendment 1") is entered into as of SEP. 11, 2009 (the "Amendment 1 Effective Date") by and between AT&T Mobility National Accounts LLC ("AT&T") and the Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia ("VITA") (VITA and AT&T are, at times, referred to herein together as the "Parties").

Section 1. Recitals.

1.1 AT&T and VITA entered into that certain Wireless Services and Equipment Contract No. VA-090512-ATM, dated May 18, 2009 (the "Contract").

1.2 AT&T and VITA desire to make certain changes to the Contract as described in this Amendment.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and VITA hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

Section 3. iPhone Solution. AT&T will provide the iPhone Solution to VITA in accordance with the terms and conditions of replacement Exhibit F, attached hereto and incorporated herein by reference. These iPhone Solution terms and conditions replace existing Exhibit F to the Contract.

Section 4. iPhone Equipment. AT&T will provide the iPhone 3G and the iPhone 3GS to VITA at the prices set forth in Table 4.

TABLE 4

iPhone	Price
iPhone 3G 8GB	\$499.00
iPhone 3GS 16GB	\$599.00
iPhone 3GS 32GB	\$699.00

4.1 iPhone Equipment Upgrades. Notwithstanding anything to the contrary elsewhere in the Contract: (a) any upgrade pricing provisions set forth elsewhere in the Contract do NOT apply to the iPhone; and (b) the iPhone Equipment pricing set forth in Table 4 herein does NOT apply to iPhone upgrades. iPhone upgrade pricing remains subject to AT&T's corresponding policies and procedures in effect at the time.

Section 5. AT&T Wi-Fi Services. USE OF AT&T WI-FI SERVICE WITH A WI-FI CAPABLE WIRELESS DEVICE IS SUBJECT TO THE TERMS OF SERVICE & ACCEPTABLE USE POLICY ("TERMS") FOUND AT <https://secure.sbc.com/tosaup.adp>. VITA'S AND/OR ITS END USER'S USE OF AT&T WI-FI SERVICE REPRESENTS VITA'S AGREEMENT TO THOSE TERMS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. AT&T Wi-Fi Basic Service is available at no additional charge to wireless customers with select Wi-Fi capable devices and a qualified Wireless Data Service Plan.

Section 6. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment, are hereby restated and ratified by AT&T and VITA. All such terms and conditions are and shall continue to remain in full force and effect.

In the event of a conflict between the Contract and the TERMS, the Contract shall control. In the event of a material, unilateral revision to the TERMS by Supplier that substantially impedes the lawful use of the Service by VITA or other public body subscribing to the Services or Products, VITA shall have the option to:

a. request that the revision be rescinded;

b. request that the revision be waived as to VITA or other public bodies receiving Services under this Agreement;

If Supplier fails to grant a request by VITA per a. or b. above, within 30 days of receiving the request, then VITA may, at its option, terminate this Contract, in whole or in part, or any order, in whole or in part, without termination liability.

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

AT&T Mobility National Accounts LLC

By: 
Name: Cathleen M. Pryor
Title: V.P., Contracts
Date: 9/1/09

**Virginia Information Technologies Agency
On behalf of the Commonwealth of Virginia**

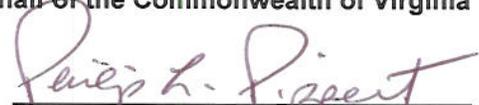
By: 
Name: PHILIP L. PIPPERT
Title: ASSOC. DIRECTOR, SCM
Date: 9/11/09

EXHIBIT F
iPhone Solution Terms and Conditions

1. General. Pursuant to the terms and conditions of the Agreement and this Exhibit, AT&T will provide iPhones and Service for iPhones (collectively, the "iPhone Solution") to VITA and its qualified End Users.

2. Plans.

2.1 General. The iPhone Solution requires subscription to qualified Voice Service and Wireless Data Service. Plan requirements depend on whether the End User has an iPhone that is compatible with (a) the AT&T GSM/GPRS/EDGE network only ("Original iPhone"), or (b) both the AT&T GSM/GPRS/EDGE network and the AT&T 3G (HSDPA/UMTS) network ("3G iPhone"). Certain legacy Voice Service Plans (including, without limitation, TDMA and analog Plans) are not available for use with iPhones. Both iPhone Solution Plans include unlimited data and visual voicemail. For both Plans, AT&T also imposes a Regulatory Cost Recovery Charge of up to \$1.25 to help defray costs incurred in complying with State and Federal telecom regulations; State and Federal Universal Service Charges; and surcharges for customer-based and revenue-based state and local assessments on AT&T. These are not taxes or government-required charges. Charges for usage while roaming internationally: \$0.50 for each text message sent and \$0.0195 for each kilobyte used. Standard rates apply to all incoming messages. Additional charges for premium messages and content apply.

2.2 Plan Requirements for 3G iPhone. End Users must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of \$39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify), and (b) a 3G iPhone-eligible Wireless Data Service Plan. Use of 3G iPhone to access corporate email, company intranet sites, and/or other business applications requires a 3G iPhone-eligible Enterprise Data Plan for iPhone, a 3G iPhone-eligible International Business Data Global Plan, or such other Wireless Data Service Plan as AT&T may, from time to time, designate for such use.

3. Additional iPhone Terms and Conditions. The iPhone Solution utilizes third party software and, accordingly, is subject to certain additional iPhone Terms and Conditions (including Apple and other third party terms and conditions). With respect to VITA's End Users with the iPhone Solution, VITA acknowledges and agrees to such iPhone Terms and Conditions found in the iPhone box and at <http://www.apple.com/legal/sla/docs/iphone.pdf>, as may be modified from time to time.

4. Service Discount. Except as otherwise provided in the Agreement regarding Voice Service Plans that do not qualify for the Service Discount, AT&T will provide the Service Discount and any applicable credits or waived fees provided under the Agreement to End Users on the iPhone Solution.

5. Equipment Discount. Notwithstanding anything to the contrary in the Agreement, VITA and its End Users will not receive the Equipment Discount, or any other discount or promotion described in the Agreement, on iPhones or Apple-branded accessories.

6. Restrictions. The iPhone Solution is not compatible with any Wireless Data Service Plans not referenced herein and may not be compatible with certain additional features (e.g., OfficeReach™ and Unified Messaging), which will be disabled or removed at time of iPhone activation. The iPhone Solution includes Visual Voicemail, which requires End Users to establish a new voice mail box. All current voice mail messages will be erased at the time of iPhone activation, so End Users are advised to listen to any existing voicemails before completing the activation process.

7. Policies and Processes. VITA and its End Users must follow the policies and processes established by AT&T to purchase or upgrade iPhones and to activate, migrate, terminate or otherwise modify the iPhone Solution, as such policies and processes may be modified from time to time. Such policies and processes may include, without limitation, (a) purchasing and activating iPhones only in AT&T

retail locations and through Premier or through the ordering process in the Contract, and (b) completing the activation through iTunes. iPhone returns are subject to a 10% re-stocking fee.



Wireless Services and Equipment Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

AT&T Mobility

**VITA CONTRACT #VA-090512-ATM
STATEWIDE WIRELESS SERVICES AND EQUIPMENT – AT&T MOBILITY**

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CONTRACTUAL TERMS AND CONDITIONS TELECOMMUNICATIONS SERVICES CONTRACT

THIS WIRELESS TELECOMMUNICATIONS SERVICES CONTRACT (“Contract”) is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as “VITA”), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia (“the Commonwealth”), and AT&T Mobility National Accounts LLC (hereinafter referred to as “Supplier” or “AT&T”), to be effective as of the last date set forth on the signature page of this Contract (“Effective Date”).

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide wireless telecommunication Services and Equipment to any Public Body, State Agency and/or eRate Agency.

2. DEFINITIONS

A. Affiliate

Means and includes legal entities controlling or controlled by or under common control with Supplier.

B. Agency/Agencies

An Agency is any Public Body, State Agency, or eRate Agency under this Contract.

C. Carrier or Carriers

Carrier or Carriers means a licensed Affiliate of Supplier that operates commercial mobile radio telecommunications systems in the geographic areas covered by the Contract and, with respect to the limitation of liability sections of this Contract, includes the Carriers’ respective employees, officers, agents and subcontractors.

D. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being “Confidential” or “Proprietary”, (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

E. Electronic Data

Data provided that can be read and used for computation and other operations by a computer system. For example, a billing file in a locked Adobe PDF format would *not* be considered Electronic Data.

F. Employee

Employee means an Agency’s current, validated personnel receiving Federal W-2 or K-1 tax treatment.

G. End User

An individual Agency employee receiving Supplier’s Services pursuant to an Order under this Contract.

H. Equipment

Equipment means the wireless receiving and transmitting equipment or SIM (Subscriber Identity Module) Card that Supplier has authorized to be programmed with a Number or Identifier, and any accessories.

I. Equipment Discount

“Equipment Discount” means a discount on select Equipment found at Exhibit A-2.

J. eRate Agency/eRate Agencies

An Agency that obtains any part of its funding for Supplier's Services under the Federal eRate program.

K. Monthly Service Charge

Monthly Service Charge means a Plan's monthly wireless access charges (i.e., the set fee charged monthly for use of a particular Plan).

L. MSC Service Discount

MSC Service Discount or Monthly Service Charge Discount means the Service Discount applied to an eligible End User's Monthly Service Charge as described herein.

M. Non-Qualified Charges

Non-Qualified Charges refers to the following charges: (a) charges for long distance service, (b) all charges for local landline interconnect, toll services and other charges arising from or related to wireless operators providing long distance service, (c) monthly access charges related to Supplier's abbreviated dialing code product Equipment, (d) all charges for Equipment, (e) roaming charges when not using Supplier's wireless network, (f) charges for other goods and services that VITA, an Agency authorizes to be charged through the wireless bill; (g) shipping and handling charges; (h) all Taxes; and (i) all other charges not described as "Qualified Charges" herein.

N. Number or Identifier

Number or Identifier means any number, IP address, e-mail address or other identifier provisioned by Carriers, their agents or the Equipment manufacturer to be used with Service.

O. Party

Supplier, VITA, or an Agency, which is a recipient of Supplier's Services.

P. Plan

Plan means a wireless calling plan, Service plan or rate plan from Supplier.

Q. Public Body/Public Bodies

A Public Body hereunder is a public body as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

R. Qualified Charges

Qualified Charges refers to the following undiscounted Service charges: (a) one time charges for Service activation and conversion, (b) the Monthly Service Charge, (c) home wireless usage charges, (d) roaming charges incurred by Numbers provisioned from Supplier Markets while roaming in other Supplier Markets and using Supplier's wireless network, (e) charges for detail billing, (f) charges for tethering when using Supplier's wireless network, and (g) charges for additional wireless service features such as voice mail when using Supplier's wireless network, but excluding enhanced features such as directory assistance or fee based information services.

S. Service

Service means commercial mobile radio service, including Voice Service and Wireless Data Service. For the avoidance of doubt, Service does not include Equipment or Supplemental Services.

T. Service Discount

Service Discount means a monthly discount on Service, applied to a an End User's Qualified Charges or Monthly Service Charge as described in this Program Description.

U. Service Revenue

Service Revenue means revenue from Qualified Charges realized by Supplier.

V. State Agency/State Agencies

A State Agency is an agency of the State of Virginia for which VITA is expressly authorized to contract and purchase goods and services on behalf of.

W. Supplier

Supplier or party when it refers to Supplier includes Supplier, its Affiliates, and their respective employees, officers, agents and subcontractors.

X. Supplier Markets

Supplier Markets means a geographic area served by Affiliates under common control with Supplier.

Y. Telecommunications Service Order (TSO)

An order for telecommunications services issued by VITA to a supplier of telecommunications services. For purposes of this Contract, a TSO shall refer to an order for Services, in substantially the form of Exhibit C to this Contract, issued by VITA to Supplier. Any TSO shall constitute an order.

Z. Term Year

Term Year means any year of the term of the Contract, including any renewal year.

AA.VITA

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia or successor agency.

BB.Voice Service

Voice Service means wireless voice telecommunications services.

CC.Wireless Data Service

Wireless Data Service means wireless data telecommunications services.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding through June 30, 2011. VITA, at its sole option, may extend the term of this Contract for up to six (6) additional one (1) year periods after the expiration of the initial contract term. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, upon not less than sixty (60) days prior written notice at any time for any reason ("Termination for Convenience"). VITA may also immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if federal debarment proceedings are instituted against Supplier. Supplier shall submit any contractual or order dispute to VITA or the terminating Agency for resolution according to the terms of the Dispute Resolution Section of this Contract.

Upon termination for convenience, neither the Commonwealth nor VITA nor any Agency, to include any eRate Agency, shall have any future liability except for Services rendered by Supplier prior to the termination date of the Contract or order. The Commonwealth makes no assurances that any Service purchased under this Contract will remain in service for any minimum amount of time.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, for breach and/or default of Supplier ("Termination for Breach" or "Termination for Default"). Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall issue a "Show Cause Notice" identifying the failure and providing Supplier thirty (30) days to cure the

failure/nonperformance. If Supplier fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part. Such termination shall be deemed a Termination for Breach or Termination for Default.

VITA may immediately terminate this Contract, in whole or in part, for breach and/or default if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352.

Upon Termination for Breach or Termination for Default, neither the Commonwealth, nor VITA, nor any eRate Agency shall have any future liability except for Equipment or Services accepted prior to the termination date. Supplier shall refund any monies paid by VITA or any eRate Agency for Services that were not accepted by VITA or the eRate Agency.

The failure of VITA or an eRate Agency to exercise its right to terminate for breach and/or default under this provision shall not be construed as a waiver of its right to terminate for breach and/or default, rescind or revoke this Contract or any order issued hereunder in the event of any subsequent breach and/or default on any provisions of such agreements.

Supplier shall submit any contractual or order dispute to VITA for resolution according to the terms of the Dispute Resolution Section.

The terms of the Termination for Convenience and Termination for Breach or Default Sections shall not apply to termination for non-appropriation of funds.

D. Termination of Individual Orders.

Supplier will not charge an early termination fee or cancellation fee with respect to the termination of individual Service or Equipment orders.

E. Non Appropriation of Funds

All funds for payment for Services or Equipment ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract, in whole or in part, for those Services or Equipment for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for Equipment or Services dependent on such federal funds without further obligation.

F. Transition of Services

Prior to or upon expiration or termination of this Contract, Supplier shall provide all assistance reasonably required to transition Services to any other supplier with whom VITA contracts for provision of services identical or similar to the Services provided by Supplier pursuant to this Contract. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier or a termination due to Supplier's status as a party excluded from Federal Procurement and Non-procurement Programs, Supplier shall provide such assistance at no charge or fee to VITA or any Agency; otherwise, Supplier shall provide such assistance at a reasonable hourly rate or a charge agreed upon by Supplier and VITA or the Agency.

4. SERVICES AND EQUIPMENT

A. Nature of Services and Engagement

VITA reserves the right to order any of Supplier's Services at any time during the term of this Contract or any extension thereto. Notwithstanding all VITA's or Agency's rights to obtain Supplier's Services under this Contract, neither VITA nor any Agency is under any obligation to purchase any of Supplier's Services. This Contract is non-exclusive and VITA and all Agencies may, at their sole discretion and in accordance with applicable law and regulation, purchase, license or otherwise receive benefits from third party suppliers of services similar to, or in

competition with, the services provided by Supplier. For purposes of this Contract, Supplier includes any individual who is an employee, sub-contractor, or independent contractor of Supplier who is assigned by Supplier to perform Services or provide Equipment under this Contract.

B. Plans and Service Information

VITA may choose from Voice Service and Wireless Data Service Plans found at Exhibit A-1. The price, features and options of the Service depend upon the Plan, feature, promotion or other offer selected when Service is activated or changed, and are described in Exhibit A-1 and a separate Plan brochure, in the Supplier Features Brochure and/or in corresponding Supplier promotional and marketing materials (collectively "Sales Information"). The Sales Information is part of this Contract, and VITA must comply with the terms and conditions for the respective Plan, feature, promotion or offer; provided, however, that to the extent any terms or conditions of Sales Information materially conflicts with the terms and conditions of this Contract, then the terms and conditions of this Contract and Exhibits thereto take precedence. End Users must qualify for the chosen Plan, feature, promotion or offer. VITA can contact its Supplier representative for copies of the Sales Information. . Any provisions in the terms and conditions governing the Plan, feature, promotion or offer which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of this Contract.

C. Subcontractors

If Supplier subcontracts the provision of Services under this Contract to any other party, Supplier (i) shall act as prime contractor and shall be the sole point of contact with regard to all obligations under this Contract, and (ii) hereby represents and warrants that any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in this Contract. Supplier shall not subcontract any Services pursuant to this Contract to any subcontractor that is a party excluded from Federal Procurement and Non-procurement Programs or to any subcontractor that is debarred by the Commonwealth of Virginia from providing the Services covered by this Contract.

D. Shipping costs

During the term of Contract, Supplier will waive standard shipping fees with respect to VITA's Equipment purchases. The shipping carrier used will be at Supplier's sole discretion.

E. Risk of Loss

Supplier shall have the risk of loss or damage for any Equipment until such Equipment is received and accepted by VITA or the Agency.

F. Title to Equipment

Clear and unrestricted title to all Equipment purchased under this Contract shall pass to the Commonwealth upon delivery.

G. Equipment Refresh

Supplier shall provide a discounted price, as specified in Exhibit A-2, for the replacement or upgrade of Equipment when the Equipment has been in service for eighteen (18) months.

H. Activating Third Party Devices

Supplier will activate handsets, wireless data cards and other wireless communication devices that are technically compatible with and operable on its network, regardless of whether the devices were purchased from Supplier.

I. Licenses

By providing Services and Equipment under this Contract, Supplier grants VITA and Agency a non-exclusive, worldwide, perpetual license to all software, firmware and microcode provided with or imbedded in Equipment or provided for use with Services by Supplier.

J. Technology Improvements

Supplier from time to time will propose modifications to the Equipment and Services offered under this Contract to provide the Commonwealth with current, innovative and proven technologies consistent with those offered by the Supplier generally.

K. Substitution of Service.

During the term of this Contract, Supplier will honor the Plan pricing set forth in Exhibit A for all End Users that have activated Service on such Plans. In the event a Plan is discontinued, new activations on such Plan will not be available to Agencies and/or End Users. Violation of this condition may be considered grounds for termination of the Contract. Any changes to Exhibit A. require approval of both Supplier and VITA.

5. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees, agents, and subcontractors comply with the appropriate Agency's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws and regulations, including those related to imports and exports. The Agency on whose site Supplier is performing Services shall have the right to require the immediate removal from its premises of any employee, subcontractor or agent of Supplier whom such Agency believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supplier Personnel Supervision

Supplier acknowledges that Supplier or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

6. GENERAL WARRANTY

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

A. Ownership

Supplier has the right to provide the Services and Equipments and, to the best of its knowledge, the provision of such Services does not violate or infringe any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Performance

- i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Services furnished under this Contract;
- ii). The Service and Equipment shall meet or exceed the stated requirements;
- iii). The Equipment shall meet or exceed the manufacturer's specifications, including physical and operating characteristics.
- iv). Any documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a properly trained user to fully utilize the Services without reference to any other materials or information.

C. Availability of Equipment

Supplier represents that all Equipment will be formally announced by their corresponding manufacturers before execution of this Contract or, in the case of subsequent orders, before the execution of such orders.

D. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect

performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

E. Equipment Warranty

Customer will receive manufacturer's consumer warranty with delivery of the Equipment. Supplier honors all standard manufacturer warranties for voice equipment, which are a minimum of one year. Such warranty support shall include all labor and materials necessary to keep the Equipment in operational condition, in accordance with the manufacturer's then-current published specifications. Supplier makes all commercially reasonable efforts to provide End Users with Equipment as quickly as possible. This warranty does not apply to Equipment malfunctions attributable to user misuse or neglect. All warranties shall include support for all software, firmware and microcode.

F. Supplier's Past Experience

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

7. ORDERS AND COMPENSATION

A. Telecommunications Service Orders

VITA shall have the exclusive authority to order all Services and Equipment, except those ordered directly by eRate Agency. To order Services, VITA will issue a written Telecommunications Service Order (TSO) to the Supplier for any Service(s) or Equipment(s) identified herein. A valid TSO should (i) reference the Contract number; (ii) be signed by an ordering officer authorized to contractually bind the Commonwealth; and (iii) identify the Service(s) or Equipment to be acquired, the price for each Service (in accordance with this Contract, including Exhibit A, Pricing), the required Service Commencement Date for each Service, and, as applicable, the location(s) where each Service shall be performed. In no event shall a TSO include a request for any service not identified in this Contract.

Upon receipt of a written TSO, the Supplier shall process such TSO and return a Service Order containing the following information:

- i). Verification that the TSO is technically correct;
- ii). Date Services will commence;
- iii). Verification of the charge for each item (Service) to be provided, and;
- iv). Other applicable administrative information necessary to deliver the Services requested on the TSO.

VITA's standard TSO template is provided as Exhibit C.

eRate Agencies may use processes other than the TSO process but, regardless, each such eRate Agency will mutually agree with AT&T on any applicable ordering process and procedure.

B. Ordering Officer(s)

VITA will designate in writing any individual authorized (Ordering Officer) to issue orders for the Services. Notwithstanding anything to the contrary, the Commonwealth or the eRate Agency will make payment only pursuant to a valid order executed by an Ordering Officer. The authorized Ordering Officers for this Contract are listed in Exhibit E, which may change from time to time.

Notwithstanding the foregoing, Supplier shall not accept any order from an Agency if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY eRATE AGENCY IS THE SOLE OBLIGATION OF SUCH eRATE AGENCY AND NOT THE RESPONSIBILITY OF VITA.

C. Purchase Price and Price Protection

Exhibit A, Pricing sets forth the applicable discounts. No Agency will be required to receive decreased discounts lower than those Pricing Discounts provided for in Exhibit A, Pricing. Supplier may submit to VITA a request for a decrease in such discounts. Such request must be accompanied by written documentation to VITA demonstrating the additional value reflected by such decrease in discount. VITA may, in its sole discretion, agree to a modification of this Contract to effectuate such a decrease in discounts.

Any Discount increase effectuated during the Contract term, or any extension thereto, by reason of market change shall be passed on to VITA and all Agencies. This increase shall be effective on the date the Discount increase is announced to the general public.

At all times during the term of this Contract and any extensions thereto, Supplier's pricing discounts on Exhibit A, Pricing, shall at all times comply with §§ 56-234 et seq. of the Code of Virginia. Supplier's failure to comply with the aforementioned statute shall be grounds for termination of the Contract or any order issued hereunder for default and/or breach; and VITA and any Agency may pursue any remedies available at law or in equity with regard to such failure to comply.

D. Invoice and Payment Terms

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

Supplier shall deliver to VITA one consolidated monthly invoice for all Equipment and Services ordered by and billable to VITA pursuant to this Contract, including call detail. Supplier shall also deliver to each eRate Agency one consolidated monthly invoice for all Equipment and Services, including call detail, ordered by and billable to such eRate Agency pursuant to this Contract. Neither VITA nor any eRate Agency is obligated to pay against an invoice that is not readable and verifiable.

Supplier is responsible for the accuracy of its billing information. Charges for Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid.

If there are any bona fide disputed items, VITA or the appropriate eRate Agency shall pay all undisputed charges and promptly notify Supplier in writing of any such disputed amount. Supplier shall thereupon review its records, and, if Supplier does not concur with VITA or such eRate Agency, shall provide VITA or such eRate Agency with documentation to support the charge within sixty (60) days of notification of the disputed amount. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, VITA or such eRate Agency may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed.

E. Invoice Procedures

Supplier shall promptly remit each invoice to the "bill-to" address provided with the order. Supplier shall submit invoices for monthly recurring charges monthly in advance and for usage-based or other miscellaneous charges in arrears. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit A, Pricing. In addition, all Services provided under this Contract shall be billed by the Supplier at the Contract price, regardless of which Agency is benefiting from the Services. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit A, Pricing, or as noted in the executed order. Invoices issued by the Supplier shall identify at a minimum:

- i). Service type and description, with charges identified at the lowest level of detail (i.e., phone level)
- ii). Applicable order date
- iii). This Contract number and the applicable order number
- iv). Supplier's Federal Employer Identification Number (FEIN).

No invoice will be paid without adequate billing details. If available, charges should be provided on electronic media at the detail level.

Any credits due VITA or any eRate Agency under the terms of this Contract may be applied against Supplier's invoices to VITA or such eRate Agency on the same account with appropriate information attached.

The Parties agree that any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any other Agency.

F. Small Business Participation

By the 10th day of every month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide Equipments or services under this Contract. The report should specify the amount of such spend provided to Virginia Department of Minority Business Enterprise (DMBE)-certified small businesses. Supplier shall submit the report to SWaM@vita.virginia.gov.

G. eRate

Supplier agrees to make available all Equipments and Services as listed and priced herein directly to the eRate Agency, and to bill each eRate Agency directly or as otherwise prescribed by the Federal eRate Program. Supplier agrees and understands that VITA shall have no responsibility for collection of all charges incurred, and the responsibility for resolving all Equipment and Service problems as well as administration of this Contract for eRate participation.

H. Payment

1. Payment Generally

VITA or an eRate Agency, as applicable, must pay all Service charges incurred in accordance with Plans, including, without limitation, charges for airtime, recurring monthly access (or monthly service), activation, features, voice mail access, voice mail delivery, data usage, text and multi-media messages, downloadables, alerts, roaming, long distance, directory and operator assistance, Equipment, premium content, and charges for other goods and services that are charged through VITA's or the applicable eRate Agency's End Users' bill(s). VITA and the eRate Agency, as applicable, may be billed for multiple types of usage simultaneously. VITA or an applicable eRate Agency must also pay Taxes and any license fees, late payment fees, and any Regulatory Cost Recovery Fee. For any termination (including when a Number is switched to another carrier), VITA or an applicable eRate Agency will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. Payment is due within thirty (30) days of receipt of the invoice. Monthly service and certain other charges for Service using Supplier's wireless network and related systems are billed in advance, and there is no proration of such charges if Service is terminated on other than the last day of the applicable billing cycle. Monthly service and certain other charges for Service using certain legacy networks and related systems are billed in arrears. In either case, to the extent VITA or the applicable eRate Agency receives invoices for Service combined with a landline phone bill (where available), VITA and eRate Agencies will be billed in advance as provided above.

2. Taxes

Taxes include any applicable sales, public utilities, gross receipts, or other taxes, surcharges, fees and assessments imposed by governments (regardless of whether they are imposed on VITA, an Agency, Supplier or a Carrier) including, without limitation, assessments to the

extent specified by government programs such as universal connectivity, enhanced 911 service, local number portability, and number pooling relating to Service, Equipment, goods or services purchased, and/or the wireless network.

3. Regulatory Cost Recovery Charge

In addition to other charges, Supplier may assess a Regulatory Cost Recovery Charge, which is a monthly charge with respect to each End User, that is created, assessed and collected by Supplier to help defray Supplier's costs incurred in complying with State and Federal telecom regulation; State and Federal Universal Service charges; and surcharges for VITA-based and revenue-based State and local assessments on Supplier. These are not taxes or government-required charges. Supplier may change the amount of the Regulatory Cost Recovery Charge with no less than thirty (30) days advance written notice.

I. Charges

1. Generally

Unless otherwise provided in the corresponding Sales Information, if a selected Plan includes a predetermined allotment of services (for example, a predetermined amount of airtime, data, megabytes or text messages), any unused allotment of such services from one billing cycle will not carry over to any other billing cycle. Service may be billed in a subsequent month due to delayed reporting between Carriers and will be charged as if used in the month billed. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, Supplier may make reasonable adjustments and prorations. Service charges may differ by Service Area. Supplier's additional products and services may incur charges in a different manner than set forth herein, and Supplier will advise VITA of any such differences in the corresponding Sales Information.

2. Voice Service Charges

On all of Supplier's wireless networks, Voice Service on each call is billed in full minute increments, with partial minutes of use rounded up to the next full minute. Supplier will charge 800, 866, 877, 888 and other "toll free" calls at domestic airtime or roaming rates. Puerto Rico residents will be billed for these calls based on the corresponding Plan, feature(s) and/or promotion. If an incoming call has been forwarded to another Number, VITA will be charged for the entire time that Supplier's switch handles the call. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began. All outgoing calls on Supplier's wireless network for which Supplier's systems receive answer supervision or which have at least thirty (30) seconds of airtime or other measured usage shall incur a minimum of one (1) minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voice mail systems, private branch exchanges, and interexchange switching equipment. Airtime and other measured usage may (a) include time for Supplier to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time, and (b) occur from other uses of our facilities, including by way of example, voice mail deposits and retrievals, and call transfers.

3. Wireless Data Service Charges

Wireless Data Service will be calculated and billed in full kilobyte increments. One kilobyte equals 1024 bytes. One megabyte equals 1024 kilobytes. Utilizing compression solutions may or may not impact the amount of kilobytes for which VITA is billed. Wireless Data Service usage for each billing record will be rounded up to the next kilobyte and the charge will be rounded up to the nearest cent. VITA is responsible for all Wireless Data Service usage sent through Supplier's wireless network and associated with Equipment regardless of whether the Equipment actually receives the information. Network overhead, software update requests, and resend requests caused by network errors can increase measured kilobytes. If VITA or an Agency chooses to connect Equipment to a PC for use as a wireless modem, standard Wireless Data Service charges will apply in accordance with the corresponding Plan. Wireless Data Service usage is compiled as often as once per hour or only once every

24 hours. Supplier's system will then create a billing record representing (a) the Wireless Data Service usage for each data gateway or service accessed (e.g. WAP, RIM) while on Supplier's wireless network; (b) the usage for each Carrier's domestic network; and (c) the Wireless Data Service usage for each international network. In some situations billing for Wireless Data Service usage may be delayed; any delayed usage will create additional billing records for the actual day of the usage.

J. License Fees

If VITA or an eRate Agency elects to acquire third party software licenses through Supplier, then VITA or the applicable eRate Agency will pay any license fees for such software as set forth in the corresponding Sales Information, plus any applicable Taxes. VITA and the applicable eRate Agency agrees that its use of such software is subject to the terms of the Agreement and/or any applicable third party software license agreements.

8. SERVICE

A. Supplier Markets

Service is available for order only in Supplier Markets, as may be modified by Supplier from time to time.

B. Availability/Interruption.

Service will be available only within the operating range of each Carrier's wireless system in Supplier Markets and where roaming is available through other carriers (each, a "Service Area"). Supplier may from time to time add or delete Service Areas upon notice to VITA. Gaps in Service occur within the Service Areas shown on coverage maps, which, by their nature, are only approximations of actual coverage; therefore, Supplier does not guarantee VITA uninterrupted Service. Service is subject to: (a) transmission limitations caused by atmospheric and other conditions, availability of radio frequency channels, reduction in transmission speed, or interruption caused by VITA's Equipment, terrain, obstructions such as trees or buildings, or other conditions; (b) temporary suspension due to governmental regulations or orders, system capacity limitations, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, system repairs or modifications, problems with the facilities of interconnecting carriers, or in response to suspected fraud, abuse, misuse of the network, hacking or malicious viruses; and (c) blocking certain categories of numbers (e.g., 976, 900 and certain international destinations) or certain websites if, in Supplier's sole discretion, Supplier is experiencing excessive billing, collection, fraud problems or other misuse of Supplier's wireless network.

9. OTHER PROCESSES

A. Additional Products, Services, Equipment, and Programs

Supplier may make additional products, services, equipment and/or programs available to VITA. To the extent VITA orders, pays for, or otherwise receives the benefit of any products, services, equipment and/or programs, VITA will be bound by the terms and conditions of their respective Attachments found in the "Additional Products, Services, Equipment and Programs" section of the Program Website, as such terms and conditions may be modified by Supplier from time to time, all of which are incorporated herein by reference. Supplier's additional products, services, equipment and/or programs may incur charges in a different manner than set forth in this Agreement. Supplier will advise VITA of any such differences in the corresponding terms and conditions and/or Sales Information.

B. Identification and Password

Before VITA may use certain Supplier online activation, enrollment, configuration and/or support services, an authorized representative of VITA must register with Supplier and create a login identification ("ID") and password. Use of this login ID and password will enable VITA and/or its employees and agents to make certain changes to VITA's and/or Agency's account(s). VITA is solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are created by VITA, or issued to VITA by Supplier, for purposes of giving

VITA access to activation, enrollment, configuration and support services. Supplier is entitled to rely on information it receives from VITA or its agents and may assume that all such information was submitted by or on behalf of VITA.

10. DISCLAIMER OF WARRANTIES

SUPPLIER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING EQUIPMENT, SERVICE, OR SUPPLEMENTAL SERVICES (AS DEFINED HEREIN) AND SUPPLIER HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, OF (a) MERCHANTABILITY, (b) FITNESS FOR A PARTICULAR PURPOSE, (c) SUITABILITY, (d) USE, (e) NON-INFRINGEMENT, AND/OR (f) SERVICE BEING ERROR-FREE, VIRUS-FREE, UNINTERRUPTED, OR FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD PARTY HACKERS OR DENIAL OF SERVICE ATTACKS). SUPPLIER DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF, AND VITA SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS. SUPPLIER IS NOT THE MANUFACTURER OF EQUIPMENT PURCHASED BY OR PROVIDED TO VITA IN CONNECTION WITH USE OF THE SERVICE.

11. USE OF SERVICE

A. Changes to Numbers

Except as otherwise provided by law, VITA has no property rights to any Number and Supplier may change any such Number.

B. Fraud Prohibited

VITA and its respective Agencies will not use or assist others to use the Service or Equipment for any unlawful, unauthorized, abusive or fraudulent purpose. If VITA's Equipment is lost or stolen, VITA is responsible for all charges incurred until VITA or its Agency reports the theft or loss to Supplier except as otherwise provided by law. Any Carrier may cancel Service to any Number if Supplier or that Carrier believes the Number is being used in an unlawful, abusive or fraudulent manner. Before a Carrier cancels any Service under this paragraph, the Carrier will attempt to give VITA notice of its intent to cancel. In the event VITA instructs the Carrier to retain Service, VITA will be responsible for paying all charges, authorized, unauthorized or fraudulent, associated with such Number, including but not limited to charges incurred by any clone or duplication of that Number. Additionally, VITA agrees to adopt, at no additional charge to VITA, any reasonable fraud prevention or fraud reduction processes or products recommended by Supplier or, if not adopted by VITA, to be responsible for any unauthorized charges on Numbers which do not adopt such processes or products.

C. Acceptable Use; Restrictions Regarding Service

Use of Service is subject to any restrictions and/or prohibited uses described in the applicable Sales Information. Supplier reserves right to suspend Service, without notice, to VITA if Supplier believes VITA is using Service in any prohibited manner or if VITA's usage adversely impacts Supplier's wireless network or service levels. Supplier reserves right to deny or terminate Service if VITA's usage adversely impacts Supplier's wireless network or service levels, on advance written notice, after which VITA will be provided a reasonable opportunity to cure, lasting no more than (3) business days after such notice.

D. Ownership

Supplier owns or leases the exclusive rights to the frequencies related to the Service, Numbers and transmission facilities used by Supplier in the provision of Service to VITA. FCC regulations strictly forbid any party that is not a wireless communications licensee from altering, enhancing or maintaining cellular radio signals. FCC regulations require Supplier to maintain control over any transmitting device that operates within Supplier's assigned frequencies. Neither VITA nor any of its Affiliates may install any amplifier, enhancer, repeater or other device or system on Supplier's wireless network or frequencies without Supplier's prior written approval.

E. Content

VITA is solely responsible for all content that it permits to be posted or transmitted onto or through the Service or any of Supplier 's systems, including materials, code, data, text (whether or not perceptible by End Users), multimedia information (including but not limited to sound, data, audio, video, graphics, photographs, or artwork), e-mail, chat room content, bulletin board postings, or any other items or materials accessible through the Service or any of Supplier 's systems ("Content"). VITA has sole responsibility for any losses resulting from VITA's or any Agency's downloading, access to, or use of any third-party Content, or from VITA's or any Agency's access to or use of the Service or the Internet, in any manner and for any purpose whatsoever. In providing Service, Supplier may permit End Users to transmit, receive and host content over its network and the Internet and may act as a "services Supplier" as defined in the Digital Millennium Copyright Act.

12. RESALE AND OTHER PROHIBITED USES

VITA, Agencies and their respective End Users are not permitted to resell, reproduce, retransmit, or disseminate Service or any other program components to third parties whether directly or indirectly including, without limitation, through machine to machine transmissions.

13. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, VITA or any Agency recipient of Supplier's Services, including End Users, may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of VITA or such Agency that are bound by non-disclosure contracts with VITA or such Agency. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Agency, including VITA, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Agency all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Agency, or (b) upon written request from the disclosing Agency, destroy such Confidential Information and provide the disclosing Agency with written certification of such destruction, and (ii) cease all further use of the Agency's Confidential Information, whether in tangible or intangible form.

VITA, or the Agency recipient of Supplier's Services, shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention

policies or, if such Agency is not subject to such policies, in accordance with such Agency's own records retention policies.

D. Customer Proprietary Network Information (CPNI)

By placing an order under the Contract, the corresponding Agency provides its consent to the disclosure of its Customer Proprietary Network Information, as defined by the Federal Communications Commission, by Supplier to VITA or its designee, upon VITA's request, for purposes of managing the Services and Equipments provided under this Contract. VITA will protect the confidentiality of such information as provided under this Contract.

14. LIMITATION OF LIABILITY

A. Service Failures

SUPPLIER'S LIABILITY FOR ANY SERVICE FAILURE GREATER THAN TWENTY-FOUR (24) HOURS WILL IN NO EVENT EXCEED THE RECURRING SERVICE CHARGES DURING THE AFFECTED PERIOD. IN NO EVENT SHALL SUPPLIER BE LIABLE TO VITA FOR ANY DAMAGES OR REIMBURSEMENT FOR ANY SERVICE FAILURE LESS THAN TWENTY FOUR (24) HOURS.

B. Consequential Damages and Injuries to Persons or Property

NEITHER SUPPLIER NOR VITA WILL BE LIABLE TO THE OTHER PARTY FOR (A) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (B) INJURIES TO PERSONS OR PROPERTY ARISING FROM THE OTHER PARTY'S USE OF THE EQUIPMENT OR SERVICE. Nothing in this section will limit Supplier's obligation to fully indemnify the other party under the indemnification section herein for actions brought by third parties, even if such actions include claims by third parties for special, punitive, indirect, incidental or consequential damages.

C. Other Factors Beyond Supplier's Control

SUPPLIER AND EACH CARRIER WILL HAVE NO LIABILITY TO VITA FOR DAMAGES OR DELAYS DUE TO FIRE, EXPLOSIONS, LIGHTNING, POWER SURGES OR FAILURES, STRIKES OR LABOR DISPUTES, WATER, ACTS OF GOD, THE ELEMENTS, WAR, RIOT, CIVIL DISTURBANCE, ACTS OR ORDERS OF CIVIL OR MILITARY AUTHORITIES, ACTS OF THE PUBLIC ENEMY, INABILITY TO SECURE PRODUCTS OR TRANSPORTATION FACILITIES, FUEL OR ENERGY SHORTAGES, ACTS OR OMISSIONS OF COMMUNICATIONS CARRIERS OR SUPPLIERS, OR OTHER CAUSES BEYOND SUPPLIER'S OR A CARRIER'S REASONABLE CONTROL.

D. Supplemental Services

VITA and/or an eRate Agency may from time to time subscribe to services provided by third parties including, but not limited to, operator services, loss protection, messaging, email, email forwarding or other server software based services (collectively, "Supplemental Services"). VITA and each applicable eRate Agency acknowledge that access to Supplemental Services requires a separate agreement between VITA or the applicable eRate Agency and a third party. SUPPLIER WILL HAVE NO LIABILITY WHATSOEVER TO VITA, ANY AGENCY OR ANY THIRD PARTY CLAIMING BY OR THROUGH VITA OR AN ERATE AGENCY FOR THE ACCURACY, TIMELINESS, CONTINUED AVAILABILITY OF SUCH SUPPLEMENTAL SERVICES.

E. Privacy

Supplier and Carriers will exercise best efforts to provide privacy and security when equipment and/or service is in use.

F. Definitions

For purposes of this section only, (a) "VITA" includes VITA, Agencies, and their respective employees (including, without limitation, all End Users), officers, agents and contractors and (b) "third parties" means any person or entity other than Supplier, Carrier, an Agency, or VITA.

15. INDEMNIFICATION.

A. Third Party Actions.

With respect to actions brought by third parties, Supplier agrees to defend, indemnify and hold VITA or an Agency, as applicable, harmless from and against any damages, liabilities, claims, costs and expenses (including reasonable attorneys' fees) to the extent caused by Supplier's gross negligence or willful misconduct. If Supplier fails, within thirty (30) days after notice, to accept the defense, then VITA or the Agency, as applicable, will have the right, but not the obligation, to undertake the defense of, and to compromise or settle any claims on behalf of, for the account of, and at the risk of Supplier. If the claims cannot by their nature be defended solely by one party, the other party shall make available all information and assistance that may reasonably be requested, regardless of any obligations to indemnify hereunder.

B. Intellectual Property Indemnification.

Supplier agrees to defend or settle any claim against VITA and to pay all damages that a court may award against VITA, in any suit that alleges the Service infringes any patent, trademark, copyright or trade secret, except where the claim or suit arises out of or results from: (a) content not owned or created by Supplier; (b) modifications to the Service, or combinations of the Service with non-Supplier services or products, by VITA, an Agency or others; (c) Supplier's adherence to VITA's or an Agency's written requirements, where such requirements materially deviate from the Service or Equipment generally offered by Supplier; or (d) VITA's, an Agency's, or any End Users use of the Service in violation of this Agreement.

Whenever Supplier is responsible under this §15, B, Supplier may, at its option either procure the right for VITA or an Agency to continue using the Service, or replace or modify the alleged infringing Service so that the Service becomes non-infringing. If neither of those alternatives are reasonably achievable, Supplier may terminate the affected Service without liability other than as stated in §15, B.

C. Procedures.

The following procedures will apply to any indemnification obligation under this §15: (a) the party seeking indemnification will promptly notify the indemnifying party in writing of any claim or suit; (b) the indemnifying party will have sole control of the defense or settlement; provided, however, that the selection of counsel and settlement are accomplished in accordance with applicable law and that the indemnifying party will not enter into any settlement that obligates the party seeking indemnification to make an admission of guilt or incur any expense for which the party seeking indemnification is not indemnified, without such party's prior written consent; (c) the party seeking indemnification will have the right to be represented separately by counsel of its own choosing, at its own expense, in connection with any claim or suit; and (d) the party seeking indemnification will provide reasonable cooperation to the indemnifying party at the indemnifying party's expense.

16. SECURITY COMPLIANCE

To the extent required by applicable law, which may include Virginia Code 18.2-186.6 (D), Supplier shall timely notify VITA of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Agency to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

17. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract or any order issued hereunder, or a eRate Agency may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such eRate Agency adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this

Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

18. GENERAL PROVISIONS

A. Relationship Between VITA, Public Bodies, and Supplier

Supplier has no authority to contract for VITA or any Agency or in any way to bind, to commit VITA or any Agency to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Agency. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Agency, and neither VITA nor any Agency shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Agency is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Agency, shall be reimbursed by Supplier upon demand by VITA or such Agency.

B. Licenses and Permits

Supplier shall be responsible for obtaining all rights-of-way, licenses, and/or permits required by applicable authorities in order to perform installation Services at the location(s) specified on any order issued pursuant to this Contract.

C. Incorporated Contractual Provisions

The contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, that are hereby incorporated by reference:

<http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf> are also incorporated by reference.

The terms and conditions in the document posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URL periodically. With respect to the obligations set forth in the mandatory contractual provisions, Supplier will certify which Equipment is §508 compliant on Exhibit A-2, and VITA accepts that certification as acceptable compliance.

D. Compliance with the Federal Lobbying Act

Supplier shall not, in connection with this Contract, engage in any activity prohibited by 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

Supplier is hereby advised that a significant percentage of the funds used to pay Supplier's invoices under this Contract may be federal funds. Under no circumstances shall any provision of

this Contract be construed as requiring or requesting the Supplier to influence or attempt to influence any person identified in 31 USC 1352(a)(1) in any matter.

Supplier's signed certification of compliance with the foregoing is incorporated as Exhibit D hereto.

E. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

F. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the Agency from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such Agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts not subject to a bona fide dispute. The relevant Agency shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant Agency on the claim, unless that Agency fails to render its decision within thirty (30) days. The decision of the relevant Agency shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the Agency from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such Agency's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such Agency's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by an Agency, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

G. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any Agency or refer to VITA or any Agency, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Agency. In no event may Supplier use a proprietary mark of VITA or any Agency without receiving the prior written consent of VITA or such Agency.

H. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the US mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. VITA or Supplier may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

I. No Waiver

Any failure to enforce any terms of this Contract, including termination for breach, shall not constitute a waiver.

J. Cooperation

Supplier shall cooperate with agents, consultants or contractors ("designees") authorized by VITA to act on its behalf. VITA shall define the scope of such authority for the designee and Supplier shall provide cooperation to the designee to the same extent that it would to VITA under this

Contract within the scope of the authorization by VITA. Such designees will be subject to the Confidentiality provisions of this Contract.

K. Assignment

This Contract may not be assigned by either party without the prior written consent of the other and such consent will not be unreasonably withheld. However, Supplier may without the other Party's consent, assign this Contract to an Affiliate or to any entity that acquires substantially all of the party's business or stock and may assign its right to receive payments hereunder to an Affiliate. VITA may, without the other Party's consent, assign this Contract to another State Agency. Subject to the foregoing, this Contract will be binding upon the assignees of the respective parties. Each Party shall supply the other Party with notice of the assignment within thirty (30) days after any assignment under this section.

L. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

M. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

N. Survival

The provisions of this Contract regarding Warranty, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

O. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Agency may terminate any order affected by such postponement or delay.

P. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Commonwealth Agencies reserve any and all other remedies that may be available at law or in equity.

Q. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Services rendered or the amounts due Supplier for such Services under this Contract. VITA's right to audit shall be limited as follows:

- i). Three (3) years from Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii). Excludes access to Supplier cost information.

The Supplier shall not have the right to audit, or require to have audited, VITA or any Commonwealth Agency.

R. Taxes—Federal, State, and Local

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption

registration number is 54-73-0076K. The Commonwealth is also exempt from paying E-911 charges.

Any taxes, fees and surcharges that Supplier is required by law or regulation to collect (including, but not limited to the fees for the Federal Universal Service Fund and local number portability) shall be billed to the Commonwealth without additional charge or other markup by the Supplier. Supplier shall provide fifteen (15) days notice of changes in the applicable rate of such taxes, fees or surcharges and identify them as separate charges on the invoice.

S. Contract Administration and Account Management

Supplier agrees that at all times during the term of this Contract an account executive (“Account Manager”), at Supplier's senior management level, shall be assigned and available to VITA and all Agencies. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

The Account Manager's responsibilities should include (i) resolution of technical support questions and issues which have not been resolved by Supplier's technical support division; (ii) preparation of account information and response to and resolution of inquiries regarding billing and payment; and (iii) investigation and resolution of customer service issues and complaints.

T. Entire Contract

The following documents, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- i). Exhibit A Pricing
- ii). Exhibit A-1 Service Plan Pricing
- iii). Exhibit A-2 Device Pricing
- iv). Exhibit B Service Requirements
- v). Exhibit C Telecommunications Service Order (TSO) Example
- vi). Exhibit D Certification Regarding Lobbying
- vii). Exhibit E Individuals Authorized to Order Services
- viii). Exhibit F iPhone Solution Terms and Conditions

This Contract, all its Exhibits, Supplier's response to RFP #2009-05 and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier, and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, referenced by or provided with the Supplier's bid shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual do not apply to this Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit B, Exhibit A, Exhibit E, then any specific order. VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

This Contract is effective as of the last date set forth below.

Supplier

VITA

By: Signature On File
(Signature)

By: Signature On File
(Signature)

Name: Cathleen M. Pryor
(Print)

Name: James T. Roberts
(Print)

Title: VP, AT&T Mobility Government Contracts

Title: Director Finance & Administration

Date: 5/14/09

Date: 5/18/09

Address for Notice:

Address for Notice:

AT&T Mobility

VITA – Supply Chain Management

7229 Parkway Drive

11751 Meadowville Ln.

Hanover, MD 21076

Chester, VA 23836

Attention: Contracts

Attention: Contract Administrator

EXHIBIT A – PRICING

1. DISCOUNTS

A. SERVICE DISCOUNT

Supplier will provide VITA and Agencies, as applicable, with the following MSC Service Discount: Twenty percent (20%). Supplier will not apply the MSC Service Discount to (a) other monthly service charges such as monthly recurring charges for features; and/or (b) any other charges under the Contract. Supplier may restrict certain other Plans or certain other discount programs from qualifying for the Service Discount. Supplier will advise VITA and eRate Agencies when such restrictions apply.

B. EQUIPMENT DISCOUNT; ACCESSORIES DISCOUNT

1. EQUIPMENT DISCOUNT

Supplier will provide VITA and Agencies with Equipment at the prices found at Exhibit A-2 attached hereto. AT&T's pricing reflects at least a 50% Equipment Discount off its then-current national contract reference price for new activations and qualified upgrades, and this Equipment Discount is reflected in the net prices found at Exhibit A-2. Supplier will apply the Equipment Discount only to the prices set forth therein. The Equipment Discount will not apply to upgrade purchases with respect to any End User more than one time in any eighteen (18) month period and may not be combined with any other equipment offer. The Parties expressly acknowledge and agree that Exhibit A-2 may be modified outside the formal amendment procedure by Supplier sending VITA a revised Exhibit A-2, which VITA's authorized representative can accept or reject via email.

2. ACCESSORIES DISCOUNT

Supplier will provide VITA and Agencies with a twenty percent (20%) discount off wireless accessories only to the prices available through Supplier and only through Supplier-controlled channels. The discount off accessories is not available to VITA for orders placed through any other method.

EXHIBIT A-1
PLANS

IMMEDIATELY FOLLOWS THIS PAGE

GOV National Pooled Plans

	Monthly Service Charge	Min	N&W	M2M	Ovrg
Govt National Pooled 100	\$30.00	100	5000	Unl	0.25
Govt National Pooled 200	\$34.00	200	5000	Unl	0.25
Govt National Pooled 400	\$44.00	400	5000	Unl	0.25
Govt National Pooled 1000	\$70.00	1000	Unl	Unl	0.25

No activation fee for Corporate Lines of service.

No Rollover® on any GOV National Plans

Cannot mix National Plans with AT&T Nation Plans on the same Billing Account Number

Long Distance is included with Roaming (within the 50 United States).

Included Features: Call Hold, 3-way Calling, Call Forwarding, Call Waiting, Caller ID, Call Detail, Basic Voice Mail/Message Waiting Indicator

Standard nights are 9:00p.m. to 6:00a.m., and standard weekends are 9:00p.m. Friday to 6:00a.m. Monday. Airtime and other measured usage are billed in full-minute increments.

Except as otherwise provided herein, the rate plan descriptions set forth in AT&T Business Pooled Nation Plans Sales Information applies to the GOV National Pool Plans and are incorporated herein by this reference.

AT&T Nation

Stand-alone rate plan with Rollover Minutes

	Monthly Service Charge	Total Included Minutes	Nights & Weekend	Mobile to Mobile	Overage
AT&T Nation 450	\$39.99	450	5000	Unlimited	45¢
AT&T Nation 900	\$59.99	900	Unlimited	Unlimited	40¢
AT&T Nation 1350	\$79.99	1350	Unlimited	Unlimited	35¢
AT&T Nation Unlimited *	\$99.99	Unlimited	Unlimited	Unlimited	n/a

No activation fee for corporate lines of service.

Included Features: Detailed billing (except Upstate NY), Caller ID, Call Waiting, 3-Way Calling, Call Forwarding, Basic Voicemail, Message Waiting Indicator, Text Messaging (SMS) at 20¢ /message, Multimedia Messaging at 30¢ /message, and Wireless Internet Express at \$0.01 /KB. Some features may not be available in all areas at all times. Rollover SM minutes apply to unused package minutes only. Long Distance is included with Roaming (within the 50 United States). Standard nights are 9:00p.m. to 6:00a.m., and standard weekends are 9:00p.m. Friday to 6:00a.m. Monday. Airtime and other measured usage are billed in full-minute increments.

*** Unlimited Rate Plan is not eligible for discount**

*Requires Blackberry, PDA, Pocket PC, or Smartphone Device.
Required voice plan for iPhone activation*

Unlimited Voice and Data Plan (business purposes only)

	Monthly Service Charge	Total Included Minutes	Total Included Data	Nights and Weekends	Mobile to Mobile	Overage	Roaming Long Distance
Blackberry	\$119.99	Unlimited	Unlimited	Unlimited	Unlimited	N/A	Included
PDA/Smartphone	\$114.99	Unlimited	Unlimited	Unlimited	Unlimited	N/A	Included

No activation fee for corporate lines of service.

Included Features: Detailed Billing (except Upstate NY), Caller ID, Call Waiting, 3-Way Calling, Call Forwarding, Basic Voicemail, message Waiting Indicator, Text Messaging (SMS) at 20¢ /message, and Multimedia Messaging at 30¢ /message. Some features may not be available in all areas at all times. Long Distance is included with Roaming (within the 50 United States) requires Blackberry, PDA, Pocket PC, or Smartphone device.

Not Eligible for Tethering Feature.

iPhone Rate plans* (all iPhones must have a Voice Plan)				
Description	Monthly Service Charge	Domestics Data (Web/Email)	Tethering Allowed	Visual Voice Mail
Enterprise Data Plan for iPhone -	\$45.00	Unlimited	No	Yes

Text Messaging			
Description	Price Per Month	Messages Included	Overage Rate
iPhone Messaging 200	\$5.00	200	\$0.10/Msg
iPhone Messaging 1500	\$15.00	1500	\$0.05/Msg
iPhone Messaging Unlimited	\$20.00	Unlimited	N/A

iPhone international Bolt-on				
Description	Monthly Service Charge	Data Included	Overage Rate	Tethering Allowed
Data Global 20MB Plan (Bolt-On)	\$24.99	20MB Data	\$0.005/KB	No
			\$0.0195/KB	
Data Global 50MB Plan (Bolt-On)	\$59.99	50MB Data	\$0.005/KB	No
			\$0.0195/KB	

*To complete the activation of your iPhone you MUST connect to iTunes.

Blackberry Plans for the Commonwealth of Virginia

Plan Name	Monthly Service Charge	Included Megabytes	Additional Data per KB	Canada Roaming per KB	International Roaming per KB	Discount for Voice Plan
Blackberry® Access	\$50.00	Unlimited	Unlimited	\$0.015	\$0.0195	\$5.00
Blackberry® International Roaming	\$69.99	Unlimited	Unlimited	n/a	n/a	\$5.00

Unlimited usage applies to Blackberry email, Internet browsing, and qualified applications that use the Blackberry Mobile Data Service. Other non-qualified data usage is charged at 0.005 per KB.

Blackberry International Roaming Feature requires a valid subscription to Blackberry Access \$49.99 plan (monthly or annually). Other non-qualified usage is charged at \$0.015 per KB outside the US and Canada.

PDA Plans for the Commonwealth of Virginia

Plan Name	Monthly Service Charge	Included Megabytes	Additional Data per KB	Canada Roaming per KB	International Roaming per KB	Discount for Voice Plan
PDA Connect	\$45.00	Unlimited	N/A	\$0.015	\$0.0195	\$5.00
PDA Connect International Roaming	\$69.99	Unlimited Domestic and 20MB International	\$0.005/KB \$0.0195/KB			\$5.00

No activation fee for corporate lines of service.

Tethering Data Plans for the Commonwealth of Virginia*			
Plan Name	Monthly Service Charge	Included Megabytes	Additional Data per KB
Blackberry® Tethering Bolt-On	\$50.00	5GB	\$0.00048/KB
PDA Tethering Bolt-On	\$50.00	5GB	\$0.00048/KB
*Must have a Qualified Voice Rate Plan.			
Blackberry® Tethering No Voice	\$70.00	5GB	\$0.00048/KB
PDA Tethering No Voice	\$65.00	5GB	\$0.00048/KB

*Includes 5GB of Data

Includes standard Blackberry and PDA Monthly Access.

| No activation fee for corporate lines of service.

Data Plans for the Commonwealth of Virginia							
Plan Name	Monthly Service Charge	Included Megabytes	Additional Data per KB	Canada Roaming per KB	International Roaming per KB	Discount for Voice Plan	Wi-Fi Connect
Data Connect	\$44.86	5GB	\$0.00048/KB	N/A	N/A	N/A	Domestic Included
DC North America	\$109.99	5GB Domestic & 100 MB NA	\$0.00048/KB	N/A	\$0.005	N/A	Domestic Included
DC Global	\$139.99	5GB Domestic & 100 MB INTL	\$0.00048/KB	N/A	\$0.005	N/A	Domestic Included

No activation fee for corporate lines of service.

Text Messaging			
Description	Price Per Month	Data/Messages Included	Overage Rate
Text Messaging 200	\$5.00	200	\$0.10/Msg
Text Messaging 1500	\$15.00	1500	\$0.05/Msg
Text Messaging Unlimited	\$20.00	Unlimited	N/A

TeleNav (Turn By Turn Directions)			
Description	Price Per Month	Directions	
TeleNav*	\$9.99	Unlimited	
* Requires a Device with embedded GPS or a GPS Bluetooth Puck (sold separately)			

Push to Talk			
Description	Price Per Month	Usage	
Push to Talk	\$5.00	Unlimited	

Voice Dialing

Description	Price Per Month
Voice Dialing	\$4.99

Blackberry Enterprise Server v.4.1 Software & User Licenses Fees for Microsoft Exchange

Product	Price	Description
Blackberry Enterprise Server v.4.0	\$3,999.00	Includes Blackberry Enterprise Server Software and 20 Client Licenses.
User License - Single	\$99.00	Includes one user license.
User License – 5 Pack	\$429.00	Client Access License (5 pack)
User License - 10 Pack	\$699.00	Client Access License (10 pack)
User License – 100 Pack	\$5,999.00	Client Access License (100 pack)

BUSINESS NATION FLAT RATE PLAN—GSM™

Monthly Service Charge	\$12.49
Home Airtime Rate	\$0.11/minute

No activation fee for corporate lines of service.

Included Features: Detailed billing (except Upstate NY), Caller ID, Call Waiting, 3-Way Calling, Call Forwarding, Basic Voicemail, Message Waiting Indicator, Text Messaging (SMS) at 20¢ /message, Multimedia Messaging at 30¢ /message, and Wireless Internet Express at \$0.01 /KB. Some features may not be available in all areas at all times. Long Distance is included with Roaming (within the 50 United States). Airtime and other measured usage are billed in full-minute increments.

World Traveler and International Calling

Feature	Description	Price Per Month
World Traveler	Allows International Roaming	\$5.99
International Calling	Allows US to International calling	\$3.99

EXHIBIT A-2
EQUIPMENT.

IMMEDIATELY FOLLOWS THIS PAGE

VA-090512-ATM - Exhibit A-2 - Equipment

	NOKIA	PANTECH		SAMSUNG		PUSH TO TALK			
									
	GLOBAL	GLOBAL	GLOBAL	GLOBAL	GLOBAL	GLOBAL	GLOBAL	GLOBAL	GLOBAL
VITA Pricing Valid until June 09									
Model	2600	SLATE	MATRIX	A237	A777	Samsung Rugby	LG CU405	Motorola Tundra	Nokia 6650
Status	ACTIVE	ACTIVE	ACTIVE	ACTIVE	ACTIVE	ACTIVE	ACTIVE	ACTIVE	ACTIVE
National Contract Reference Price	\$169.99	\$249.99	\$349.99	\$179.99	\$349.99	\$329.99	\$279.99	\$499.99	\$349.99
New Activations and qualified upgrades	\$0.00	\$69.99	\$89.99	\$9.99	\$89.99	\$89.99	\$49.99	\$99.99	\$89.99
AVAILABLE COLORS	BLACK/RED	BLACK	BLACK, BLUE, RED	BLACK, BLUE, RED	RED, BLUE	BLACK, YELLOW, BURGUNDY	BLACK	BLACK, PLUM	RED, GOLD, BLACK
Frequencies	850/1900	850/900/1800/1900	850/1900 UMTS and 850/900/1800/1900	850/900/1800/1900	850/1900 UMTS and 850/900/1800/1900	850/1900 UMTS 850/900/1800/1900	850/1900 UMTS and 850/900/1800/1900	850/1900 UMTS and 850/900/1800/1900	850/1900 UMTS and 850/900/1800/1900
Data Network	GPRS	EDGE, GPRS	HSDPA, EDGE, GPRS	EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS
Device Type	Handset	Handset	Handset	Handset	Handset	Handset	Handset	Handset	Handset
Case/Belt Clip/Holster	No	No	No	No	No	No	No	No	No
TAA Compliant	Yes	No	Yes	No	No	No	No	No	No
Processor Speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Memory	4 MB	20 MB	45 MB	128 MB	50 MB	20 MB	8 MB	100 MB	30 MB
Talk Time (est.)	3 Hours	3 Hours	3 Hours	3 Hours	3 Hours	5 Hours	5 Hours	4Hours	3 Hours
Standby Time (est.)	12.5 Days	10 Days	10 Days	10 Days	10 Days	10 Days	12 Days	14 Days	11 Days
PHONE FEATURES									
Bluetooth Version	2.0	1.2	2.0	2.0	2.0	2.0	No	2.0	2.0
WiFi Version	No	No	No	No	No	No	No	No	No
Data Tethering	No	No	Yes	No	Yes	Yes	Yes	Yes	Yes
Digital Camera (Megapixels)	VGA	1.3	1.3	VGA	1.3	1.3	No	2	1.3
Video Share	No	No	Yes	No	Yes	Yes	No	No	No
Video Capture/Playback	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes
Infrared Compatible	No	No	No	No	No	No	No	No	No
Xpress Mail	No	No	No	No	No	No	No	No	No
Good Mobile Messaging	No	No	No	No	No	No	No	No	No
RIM Blackberry Connect	No	No	No	No	No	No	No	No	No
Microsoft Direct Push	No	No	No	No	No	No	No	No	No
Voice Memo	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Voice Dialing/Command	No	No	Yes	No	Yes	No	No	Yes	No
GPS-Enabled	No	No	Yes	No	Yes	Yes	No	Yes	No
TeleNav Navigator	No	No	Yes	No	Yes	Yes	No	Yes	No
TeleNav Track	No	No	No	No	No	No	No	No	No
Phone Book Capacity (Not SIM Card)	Memory Dependent	600	1000	500	1000	1000	500	500	1000
Mobile Backup	Yes	No	No	No	No	No	No	1000	Yes
Calendar	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Hearing Aid Compatible (HAC)	No	M3, T3	No	No	M3, T3				
Operating System	Java	Java	Java	Java	Java	Java	Java	Java	Java
Speakerphone	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Currency Converter	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes
Ringtones	Poly/MP3	Poly/MP3	Poly/MP3	Poly/MP3	Poly/MP3	Poly/MP3	Poly/MP3	Poly/MP3	Poly/MP3
External Memory Card Capability	No	No	MICRO	No	MICRO	MICRO	No	MICRO	MICRO
Push to Talk (PTT)	No	No	No	No	No	Yes	Yes	Yes	Yes



VITA Pricing Valid May 09							
Model	iPhone 16GB	iPhone 8GB	EPIX (touchscreen)	Bold	PEARL (8120)	8820	Curve 8310 T
National Contract Reference Price	\$499.99	\$399.99	\$749.99	\$999.99	\$629.99	\$629.99	\$449.99
New Activations and qualified upgrades	\$299.99	\$199.99	\$199.99	\$149.99	\$0.00	\$149.99	\$0.00
AVAILABLE COLORS	WHITE/BLACK	BLACK	Black				TITANIUM/RED
Frequencies	850/1900/2100 UMTS 850/900/1800/1900	850/1900/2100 UMTS 850/900/1800/1900	850/1900/2100 UMTS 850/900/1800/1900	850/1900/2100 UMTS 850/900/1800/1900	850/900/1800/1900 MHz	850/900/1800/1900 MHz	850/900/1800/1900 MHz
Data Network	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	EDGE, GPRS	EDGE, GPRS	EDGE, GPRS
Device Type	Handset	Handset	PDA	Blackberry	Blackberry	Blackberry	Blackberry
Case/Belt Clip/Holster	No	No	No	Yes	No	Holster	No
TAA Compliant	No	No	No	No	No	No	No
Processor Speed	N/A	N/A	624MHz	624 MHz	312 MHz	312 MHz	312 MHz
Memory	16G	8G	150MB	128MB for Apps/ GIG for Media 1	64MB	64MB	64MB
Talk Time (est.)	5 Hours	5 Hours	7 Hrs	4.5 Hrs	Up To 3.5 Hrs	Up To 5 Hrs	Up to 4 hrs
Standby Time (est.)	12 Days	12 Days	14 Days	Up to 13 Days	Up To 15 Days	Up To 24 Days	Up to 17 Days
PHONE FEATURES							
Bluetooth Version	2	2	2	2	2	2	2
WiFi Version	802.11 B/G	802.11 B/G	802.11 B/G	802.11 A/B/G	No	802.11 A/B/G	No
Data Tethering	No	No	Yes	Yes	Yes	Yes	Yes
Digital Camera (Megapixels)	2	2	2	2	1.3	No	2
Video Share	No	No	Yes	No	No	No	No
Video Capture/Playback	No	No	Yes	Yes	No	No	No
Infrared Compatible	No	No	No	No	No	No	No
Xpress Mail	No	No	No	No	No	No	No
Good Mobile Messaging	No	No	Yes	No	No	No	No
RIM Blackberry Connect	No	No	No	No	Blackberry, BES	Blackberry, BES	Blackberry BES
Microsoft Direct Push	Push email via Exchange ActiveSync	Push email via Exchange ActiveSync	Yes	No	No	No	No
Voice Memo	Yes	Yes	Yes	Yes	Yes	No	No
Voice Dialing/Command	No	No	Yes	Yes	Yes	Yes	Yes
GPS-Enabled	Yes	Yes	Yes	Yes	No	Yes	Yes
AT&T Navigator	No	No	Yes	Yes	No	Yes	Yes
TeleNav Track	No	No	Yes	Yes	No	Yes	Yes
Phone Book Capacity (Not SIM Card)	Memory Dependant	Memory Dependant	Memory Dependant	Memory Dependant	Memory Dependant	Memory Dependant	Memory Dependant
Mobile Backup	No	No	Yes	No	Yes	Yes	Yes
Calendar	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Hearing Aid Compatible (HAC)	No	No	No	No	No	No	No
Operating System	OS X	OS X	WM 6.1	RIM/Java	RIM/Java	RIM/Java	RIM/Java
Speakerphone	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Currency Converter	No	No	Yes	Yes	No	No	No
Ringtones	iTunes	iTunes	Poly/MP3	Poly/MP3	Poly/MP3	Poly/MP3	Poly/MP3
External Memory Card Capability	No	No	MICRO	MICRO	Micro	Micro	Micro
Push to Talk (PTT)	No	No	No	No	Yes	Yes	Yes

							
		<p>VITA Pricing Valid May 09</p>					
Model	FUZE	INCITE	GT ULTRA	QUICKSILVER	AC - 881	MERCURY	
National Contract Reference Price	\$629.99	\$499.99	\$279.99	\$279.99	\$379.99	\$279.99	
New Activations and qualified upgrades	\$199.99	\$199.99	\$0.00	\$0.00	\$0.00	\$0.00	
AVAILABLE COLORS							
Frequencies	850/1900/2100 UMTS 850/900/1800/1900	850/1900/2100 UMTS 850/900/1800/1900	UMTS:850,1900,2100 GSM/EDGE:850/900/1800/1900	UMTS:850,1900,2100 GSM/EDGE:850/900/1800/1900	UMTS:850,1900,2100 GSM/EDGE:850/900/1800/1900	UMTS:850,1900,2100 GSM/EDGE:850/900/1800/1900	
Data Network	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	HSDPA, EDGE, GPRS	
Device Type	Smartphone	Smartphone	PCMCIA Modem	USB Modem	PCMCIA Modem	USB Modem	
Case/Belt Clip/Holster	No	PDA	N/A	Continuous	Continuous	Continuous	
TAA Compliant	No	No	N/A	N/A	N/A	N/A	
Processor Speed	528 MHz	528 MHz	Yes	Yes	Yes	Yes	
Memory	512 MB	256 MB	N/A	N/A	N/A	N/A	
Talk Time (est.)	7 Hours	8 Hours	N/A	N/A	N/A	N/A	
Standby Time (est.)	19 Days	21 Days	N/A	N/A	N/A	N/A	
PHONE FEATURES							
Bluetooth Version	2	2	N/A	N/A	N/A	N/A	
WiFi Version	802.11 B/G	802.11 B/G	N/A	N/A	N/A	N/A	
Data Tethering	Yes	Yes	N/A	N/A	N/A	N/A	
Digital Camera (Megapixels)	3.2	3	N/A	N/A	N/A	N/A	
Video Share	Yes	Yes	N/A	N/A	N/A	N/A	
Video Capture/Playback	Yes	Yes	N/A	N/A	N/A	N/A	
Infrared Compatible	No	No	N/A	N/A	N/A	N/A	
Xpress Mail	Yes	Yes	N/A	N/A	N/A	N/A	
Good Mobile Messaging	Yes	No	N/A	N/A	N/A	N/A	
RIM Blackberry Connect	Yes	No	N/A	N/A	N/A	N/A	
Microsoft Direct Push	Yes	Yes	N/A	N/A	N/A	N/A	
Voice Memo	Yes	Yes	N/A	N/A	N/A	N/A	
Voice Dialing/Command	Yes	Yes	N/A	N/A	N/A	N/A	
GPS-Enabled	Yes	Yes	N/A	N/A	N/A	N/A	
AT&T Navigator	Yes	Yes	N/A	N/A	N/A	N/A	
TeleNav Track	No	No	N/A	N/A	N/A	N/A	
Phone Book Capacity (Not SIM Card)	Memory Dependant	Memory Dependant	N/A	N/A	N/A	N/A	
Mobile Backup	Yes	Yes	N/A	N/A	N/A	N/A	
Calendar	Yes	Yes	N/A	N/A	N/A	N/A	
Hearing Aid Compatible (HAC)	No	No	N/A	N/A	N/A	N/A	
Operating System	WM 6.1	WM 6.1	N/A	N/A	N/A	N/A	
Speakerphone	Yes	Yes	N/A	N/A	N/A	N/A	
Currency Converter	No	Yes	N/A	N/A	N/A	N/A	
Ringtones	Poly/MP3	Poly/MP3	N/A	N/A	N/A	N/A	
External Memory Card Capability	Micro	Micro	N/A	N/A	N/A	N/A	
Push to Talk (PTT)	Yes	No	N/A	N/A	N/A	N/A	

EXHIBIT B – SERVICE REQUIREMENTS

A. Service Commencement Date

The Supplier shall begin delivery of Services on the date requested by VITA or the eRate Agency and agreed to by the Supplier in an order. VITA or an eRate Agency may delay the Service commencement date by notifying the Supplier at least three (3) days before the scheduled Service commencement date.

VITA requires that Supplier provide delivery equal to or better than that provided its commercial customers. Failure to comply with this provision may be considered grounds for termination of this Contract.

B. Acceptance

Service(s) or Equipment(s) shall be deemed accepted when VITA or the Agency determines that the Services or Equipment(s) ordered meet the requirements or written criteria set forth herein, the manufacturer's specifications and/or the applicable order. VITA or the Agency shall commence Acceptance testing within a reasonable time period after commencement of the Service or delivery of the Equipment or within such longer time period mutually agreed upon by the Parties to the order. VITA or the Agency shall have seventy-two (72) hours, or such longer period as may be agreed upon between Supplier and VITA or the Agency in an order, from completion of Services to evaluate and accept the Services ("Evaluation Period"), provided that VITA or the Agency, in its sole discretion, may accept the same prior to expiration of the Evaluation Period. If the Supplier's a Service or Equipment fail to meet the specifications or requirements of the Contract or the applicable order, or those required by the Supplier's own technical documentation, then VITA or the Agency may require the Supplier to re-perform such Service, or repair or replace such Equipment.

Acceptance shall be effective for the purpose of making payment for Services or Equipments, as applicable, provided, however, Acceptance by VITA or an Agency following the evaluation period shall not be conclusive that the Services conform in all respects to the specifications and requirements of the Contract or the applicable order. In the event that nonconformance therewith is discovered by VITA or an Agency after Acceptance, whether due to a latent defect or otherwise, the Supplier shall take whatever action is necessary, including but not limited to re-performance of Services, to conform the Services to the specifications and requirements of the Contract or the applicable order. The Supplier's failure to do so shall constitute a default on the Contract or the applicable order for which VITA or an Agency may exercise the remedies provided in the section of the Contract entitled "Termination for Breach or Default," in addition to and not in lieu of any other remedies available at law or in equity.

C. Cure Period

Supplier shall correct the non-conformities identified hereunder and shall thereafter commence re-performance of Services, within five (5) days of written notice of non-conformance by VITA or the Agency, or as otherwise agreed between VITA and Supplier or Agency and Supplier. In the event that Supplier fails to deliver a Service which meets the Requirements, VITA or the Agency may, in its sole discretion: (i) reject the Service in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Rejection will terminate the individual order issued under this Contract, and at the sole option of VITA, the Contract. Notwithstanding the foregoing, VITA or the Agency shall be entitled to pursue any other remedies that are available to it under this Contract and at law or in equity.

D. Response

Throughout the Contract term, including any extensions thereto, Supplier shall respond to reports of interruption of Service and acknowledge all requests for restoration of Service with a status report after notification by VITA or an Agency that a Service or Equipment failure has occurred. Supplier shall include in its status report a description of the failure and the estimated time to repair/restore Services. Updates shall be provided until resolution.

E. Equipment Replacement

In the event that a replacement Equipment is required for an Agency to continue to use a Service, Supplier shall deliver such replacement to an Agency.

F. Service Levels and Remedies

Supplier shall provide a Single Point of Contact (SPOC) for the reporting of service problems encountered by VITA or an Agency while using the Services. Supplier shall provide a local SPOC representative for the reporting of Service and Equipment problems during normal business hours (8:00 a.m. to 5:00 p.m. Eastern time, Monday-Friday, excluding state holidays). As an alternate and during non-business hours, the SPOC shall provide representatives available twenty-four (24) hours per day, seven (7) days a week, including weekends and holidays, via a toll free telephone number.

Service Failures. SUPPLIER'S LIABILITY FOR ANY SERVICE FAILURE GREATER THAN TWENTY-FOUR (24) HOURS WILL IN NO EVENT EXCEED THE RECURRING SERVICE CHARGES DURING THE AFFECTED PERIOD. IN NO EVENT SHALL SUPPLIER BE LIABLE TO CUSTOMER FOR ANY DAMAGES OR REIMBURSEMENT FOR ANY SERVICE FAILURE LESS THAN TWENTY FOUR (24) HOURS.

VITA shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which VITA or a Subscriber is denied use of the Service due to Service failures and disruptions for four (4) or more hours during any single twenty-four (24) hour period. The rebate shall apply to the initial four (4) hours and all additional hours, or portions thereof, during which VITA or the public body which is the recipient of Supplier's Services is denied access to the Service.

Credits and rebates are remedies available to VITA and eRate Agencies in addition to, and not in lieu of, any other remedies available pursuant to this Contract or at law or in equity.

EXHIBIT C – TELECOMMUNICATIONS SERVICE ORDER (TSO) EXAMPLE

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VIRGINIA INFORMATION TECHNOLOGIES AGENCY
110 SOUTH 7TH STREET, RICHMOND, VA 23219

TELECOMMUNICATIONS SERVICE ORDER
*** OC&C SERVICE ONLY - NO FACILITY DETAIL SHEETS ATTACHED ***

* * * * *
* VTA ORDER NO : 704805-999-VTA PROJECT: MAM-0423 *
* ACCOUNT NO. : VTA999 REQUESTED DUE DATE: 20070502 *
* VTA CONTACT : MARGARET A. MORAN *
* TELEPHONE : 804/371-8534 *
* COPY TO : *
* * * * *

* VTA APPROVAL : _____ DATE: _____ *
* * * * *

ACTIVITY CODE: 0136000 AGENCY LOG NO:
AGENCY : VA INFORMATION TECHNOLOGIES AGY
COORDINATOR : PAUL HOPPE, ALVIN SEAY
ADDRESS : 110 SOUTH 7TH ST.
CITY : RICHMOND
STATE : VA ZIP: 23219
TELEPHONE : 804/371-5580 *
* * * * *

* VENDOR : VIRGINIA INFORMATION TECHNOLOGIES AGENCY *
* ADDRESS : 110 SOUTH 7TH STREET *
* CITY : RICHMOND *
* STATE : VA ZIP: 23219 *
* REMARKS TO VENDOR: *
* * * * *

* SERVICE REP: _____ *
* TELEPHONE : _____ DUE DATE: _____ *
* S.O. NOS : _____ *
* * * * *

* REMARKS FROM VENDOR: *
* _____ *
* _____ *
* _____ *
* * * * *

* * * * *
SERVICE ORDER GENERAL DESCRIPTION: DESCRIPTION PAGE 1 OF 2

XYZ COMPANY

CONTACT: JANE DOE
SERVICE ADDRESS: 110 S. 7TH ST.
RICHMOND, VA 23219

EXHIBIT D – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: Signature On File

Printed Name: Cathleen M. Pryor

Organization: AT&T Mobility

Date: 5/14/09

EXHIBIT E – INDIVIDUALS AUTHORIZED TO ORDER SERVICES

Margaret Moran

Pamela Wood-Henry

Linda Brown

EXHIBIT F

iPhone Solution Terms and Conditions

- 1. General.** Pursuant to the terms and conditions of the Contract and this Exhibit, Supplier will provide iPhones and Service for iPhones (collectively, the "iPhone Solution") to VITA and its qualified End Users.
- 2. Plans.**
 - 2.1 General.** The iPhone Solution requires subscription to qualified Voice Service and Wireless Data Service. Plan requirements depend on whether the End User has an iPhone that is compatible with (a) Supplier's GSM/GPRS/EDGE network only ("Original iPhone"), or (a) both Supplier's GSM/GPRS/EDGE network and Supplier's 3G (HSDPA/UMTS) network ("iPhone 3G"). Certain legacy Voice Service Plans (including, without limitation, TDMA and analog Plans) are not available for use with iPhones. Both iPhone Solution Plans include unlimited data and visual voicemail. For both Plans, Supplier also imposes a monthly Regulatory Cost Recovery charge of up to \$1.25 to help defray costs incurred in complying with State and Federal telecom regulations; State and Federal Universal Service Charges; and surcharges for customer-based and revenue-based state and local assessments on Supplier. These are not taxes or government-required charges. Charges for usage while roaming internationally: \$0.50 for each text message sent and \$0.0195 for each kilobyte used. Standard rates apply to all incoming messages. Additional charges for premium messages and content apply.
 - 2.2 3G Enterprise Data Plan for iPhone.** The Enterprise Data Plan, as described in Exhibit A-1 to the Contract, is available to End Users and must be used for such End Users that intend to access corporate email, VITA intranet sites, and/or other business applications through the iPhone Solution.
 - 2.3 iPhone Solution Plan Requirements.**
 - 2.3.1 3G iPhone Solution.** End Users with the 3G iPhone Solution must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of \$39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify), and (b) an iPhone 3G-eligible Enterprise Data Plan for iPhone.
 - 2.3.2 Original iPhone Solution.** End Users must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of \$39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify), and (b) an Original iPhone-eligible Enterprise Data Plan for iPhone.
- 3. iPhone Equipment.** Supplier will provide iPhone Equipment to VITA as described in Exhibit A-2 to the Contract. Notwithstanding anything to the contrary elsewhere in the Contract, VITA, eRate Agencies and End Users will not receive the Equipment Discount or any other discount or promotion described in the Contract, on iPhones or Apple-branded accessories.
- 4. Service Discount.** Except as otherwise provided in the Contract regarding Voice Service Plans that do not qualify for the Service Discount, Supplier will provide the Service Discount and any applicable credit or waived fee described in the Contract with respect to End Users activated on any iPhone Solution Plans available under the Contract.
- 5. Restrictions.** The iPhone Solution is not compatible with any Wireless Data Service Plans not referenced in this Exhibit and may not be compatible with certain additional features (e.g., OfficeReach™ and Unified Messaging), which will be disabled or removed at time of iPhone activation. The iPhone Solution includes Visual Voicemail, which requires End Users to establish a new voice mail box. All current voice mail messages will be erased at the time of iPhone activation, so End Users are advised to listen to any existing voicemails before completing the activation process.
- 6. Additional iPhone Terms and Conditions.** The iPhone Solution utilizes third party software and, accordingly, is subject to certain additional iPhone Terms and Conditions (including Apple and other third party terms and conditions). With respect to VITA's End Users with the iPhone Solution, VITA

acknowledges and agrees to such iPhone Terms and Conditions found in the iPhone box and at <http://www.apple.com/legal/sla/docs/iphone.pdf>, as may be modified from time to time.

7. Policies and Processes. VITA and its End Users must follow the policies and processes established by Supplier to purchase iPhones and to activate, migrate to or from, or terminate the iPhone Solution, as such policies and processes may be modified from time to time. Such policies and processes may include, without limitation, (a) purchasing and activating iPhones only in Supplier retail locations and through Premier, and (b) completing the activation through iTunes. iPhone returns are subject to a 10% re-stocking fee.