

**PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER AGREEMENT NUMBER: MA149**

PARTICIPATING ENTITY: STATE OF IOWA

This Participating Addendum (the "PA") is made this 15th day of September, 2020 (the "PA Effective Date"), between the State of Iowa ("Participating Entity"), and AT&T Corp. ("Contractor") (Participating Entity and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Utah, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO ValuePoint, a division of the National Association of State Procurement Officials ("NASPO"), are parties to that certain wireless communication services and equipment contract #MA149, dated, December 6, 2019, as amended (the "Contract" or "Master Agreement").

1.2 Participating Entity wants to participate in the Contract pursuant to the terms and conditions of the PA.

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

Section 3. Authorized Purchasing Entities. Participating Entity hereby designates the State of Iowa, along with all state agencies, departments, higher education institutions, counties, municipalities, K12 schools throughout the State of Iowa are the only authorized Purchasing Entities under the Agreement. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity.

Section 4. Purchase Orders. Purchasing Entities must issue purchase orders hereunder that reference both Master Agreement #MA149 and the PA. Upon issuance of any such valid purchase order, Purchasing Entities will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related Products provided. When a Purchasing Entity chooses to order certain services under the Master Agreement, whether from Category 1, Category 2, or Category 3 (see MA262 Attachment B, Scope of Work), it is the Purchasing Entities' responsibility to negotiate directly with the Contractor for any needed additional or changed T&Cs, whether for wireless, network, maintenance, service level, license, security, or any other such services. Notwithstanding the foregoing, any purchase order submitted that does not properly reference the Master Agreement number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such Purchase Order was properly authorized and intended for use with the PA. In such instances, the corresponding Purchase Order will be similarly valid and binding. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement by any Purchase Order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement will prevail and govern in the case of any such inconsistent or additional terms.

Section 5. Primary Contacts.

Participating Entity:

Name: Ken Discher
Title: Purchasing Agent III
Address: 1305 E. Walnut St.,
Hoover Bld., Level 3, Des Moines, IA 50319
Telephone: 515 745-2561
Fax Number: 515 725-2064
E-Mail: Ken.Discher@iowa.gov

Lead State:

Name: Christopher Jennings
Title: Assistant Director
Address: 3140 State Office Bldg.
Salt Lake City, UT 84114
Telephone: 801-538-3157
Fax Number: 801-538-3882
E-Mail: ctjennings@utah.gov

Contractor Account Team:

Name: Mary Harp
Title: Client Solutions Executive
Address: 12851 Manchester Rd
St. Louis, MO 63131
Telephone: 618-219-0037
Fax Number: N/A
E-Mail: mary.harp@att.com

Contractor Main:

Name: Bethani Cross
Title: Client Solutions Executive
Address: 311 S Akard St.
Dallas, TX 75202
Telephone: 214-679-9053
Fax Number: N/A
E-Mail: bethani.cross@att.com

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

Section 7. Miscellaneous.

7.1 Employee Benefit Program. Participating Entity will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

Section 8. Notice of Administrative Fees. All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

- **Contract Fees Under the Master Agreement,** Contractor is being charged an Administrative Fee of: (i) 0.25% of all CRUs' Total Wireless Spend; and (ii) 0.10% of all IRUs' Total Wireless Spend of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

Section 9. Administrative Fee and Reporting: Without affecting the approved Product or Service prices or discounts specified in the Master Agreement and this Participating Addendum, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on CRUs' Total Wireless Spend made within the State of Iowa against this agreement. The Administrative Fees due to the State of Iowa will be calculated after each calendar quarter and the Contractor will pay the quarterly amount due no later than sixty (60) days following the end of each calendar quarter. The Administrative Fee reporting shall be submitted forty-five (45) days following the end of the quarter. The Administrative Fee will be paid by the Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:
State of Iowa- CAS/Central Procurement Enterprise
Attention: DAS-CPE COO
1305 E. Walnut St.
Hoover Bld. – Level 3
Des Moines, IA 50319

End of Quarter	Reporting Date	Pay Date
March 31st	May 15 th	May 31 st
June 30 th	August 15 th	August 31 st
September 30 th	November 15 th	November 30 th
December 31st	February 15 th	February 28 th (29)

Section 10. Custom Plans.

10.1 Custom FirstNet Mobile Plans – Agency Paid. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §10 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the custom FirstNet Mobile Plans described in §10.1 (the “Custom FirstNet Mobile Plans”). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans’ corresponding Sales Information, which are incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §10.1 and the applicable Sales Information, this §10.1 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participant’s account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T’s customers. For all Custom FirstNet Mobile Plans, the corresponding Plan’s Monthly Service Charge (at times “MSC”) will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 10.1.1
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$17.05 MSC	\$24.60 MSC	\$37.00 MSC	\$214.65 MSC	\$390.40 MSC	\$1,779.00 MSC	\$3,480.00 MSC
For use with a subsidized device	\$37.05 MSC	\$44.60 MSC	\$57.00 MSC	\$234.65 MSC	\$410.40 MSC	\$1,799.00 MSC	\$3,500.00 MSC

**TABLE 10.1.2
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

Add-a-Line for use with an unsubsidized device	\$10.99 Monthly Service Charge
Add-a-Line for use with a subsidized device	\$22.99 Monthly Service Charge

**TABLE 10.1.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$10.50 MSC*	\$19.00 MSC	\$31.00 MSC	\$208.00 MSC	\$384.25 MSC	\$1,814.00 MSC	\$3,490.00 MSC
For use with a subsidized device	\$20.50 MSC	\$29.00 MSC	\$41.00 MSC	\$218.00 MSC	\$394.25 MSC	\$1,824.00 MSC	\$3,500.00 MSC

**TABLE 10.1.4
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-only Devices
Monthly Service Charge	\$44.99	\$39.99	\$38.00

**TABLE 10.1.5
CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS**

Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone	\$9.99 Monthly Service Charge
Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone	\$17.99 Monthly Service Charge

**TABLE 10.1.6
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN**

Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets	\$2.00 Monthly Service Charge
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**TABLE 10.1.7
CUSTOM AT&T DYNAMIC TRAFFIC SAFETY MANAGEMENT – PUBLIC SAFETY
FOR EXTENDED PRIMARY USERS**

AT&T Dynamic Traffic Management – Public Safety, per Agency Paid User, per Month	\$7.50 (after \$7.50 credit)
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10.2 Custom FirstNet Mobile Plans – Subscriber Paid. In addition to FirstNet Mobile Plans available to Participant and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participant hereby authorizes AT&T to provide such individuals with the discounts set forth in §10.2 (the “Custom FirstNet Mobile Subscriber Paid Plans”). Participant must remain eligible for the Custom FirstNet Mobile Plans described in §10.1 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to Participant, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 10.2.1
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS**

	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	\$24.60	\$37.00	\$10.99	\$19.00	\$31.00

**TABLE 10.2.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS**

	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
Monthly Service Charge	\$39.99	\$44.99	\$38.00

10.3 Activation Credits. An Activation Credit is only available to Participating Entity’s CRUs who (a) activate new two (2) year FirstNet Service on the corresponding, qualified Plan(s) within the first one hundred and twenty (120) days following the Amendment Effective Date, and (b) remain on Service under such Plan(s) at the time the Activation Credit is applied. No other CRU is eligible for an Activation Credit. CRUs activating new FirstNet Service after this 120-day period will not receive the Activation Credit. Activation Credits may not be combined with any other offers or activation credits. Qualified CRUs are only eligible for one Activation Credit. An Activation Credit may take up to two billing cycles to appear on the applicable invoice.

**TABLE 10.3
ACTIVATION CREDITS**

PLAN	CREDIT
FirstNet Voice Plan with an MSC of \$31.00 or higher OR a FirstNet Data Plan with an MSC of \$22.00	\$50.00
FirstNet Smartphone bundle with a MSC of \$39.00 or higher	\$100.00

Section 11. Existing Custom Offers. All existing, current, custom pricing from the State of Iowa NASPO III Participating Addendum effective October 30, 2012 is grandfathered and will be carried over into this new NASPO IV PA.

11.1 Waiver of Shipping Fees. During the initial term of the Participating Addendum ("PA"), Contractor will waive standard shipping fees with respect to Participant's Equipment purchases for CRUs. The shipping carrier used will be at Contractor's sole discretion.

11.2 Waiver of Activation Fees. During the initial term of this PA, Contractor will waive the standard start of service charge (also known as the "Activation Fee") with respect to Participant's eligible CRUs activating new Service on available Voice Service Plans and/or Wireless Data Service Plans.

11.3 Waiver of Early Termination Fees. During the term of the PA, Contractor will waive Early Termination Fees and Activation Upgrade Fees for CRUs.

11.4 Waiver of Upgrade Fees. Contractor will waive standard upgrade fees with respect to Participant's Equipment Purchase for CRUs.

11.5 Upgrade Term. Participant agrees to an eighteen (18) month upgrade term.

Section 12. Additional Terms and Conditions. The Parties acknowledge and agree to the additional terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 13. Order of Precedence. Notwithstanding the Order of Precedence set forth in the Master Agreement, the Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA (and any executed amendments to such Addendum); (b) the Master Agreement; and (c) any valid Purchase Order issued in connection therewith (including any amendments, change orders, or amended T&Cs, negotiated and agreed to by both the Purchasing Entity and AT&T); (d) The Solicitation, #CJ18012; (e) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and (f) The Contractor's Supplemental Documents, including all Attachments.

Section 14. Equipment Payment Options. AT&T offers installment payment options for certain Equipment that require its customers to execute a corresponding installment payment agreement. In the event a Purchasing Entity opts to use one of these installment payment options then: (a) Purchasing Entity will be required to execute such an installment payment agreement; and (b) Purchasing Entity represents, acknowledges and agrees that its participation in the installment payment option: (i) does not violate any applicable procurement rules in effect as of the Participating Addendum Effective Date; (ii) will not disqualify AT&T from any future procurements with the Purchasing Entity; and (iii) it has fully appropriated funds to pay the total amount charged over the complete term of the installment payment agreement.

Section 15. Entire Agreement. The Master Agreement and this Participating Addendum set forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

AT&T CORP.

By: Linda J Cottingham
, duly authorized

Name: Linda J Cottingham

Title: Sr. Contract Manager

Date: 09/15/20

STATE OF IOWA

By: Kenn Dwyer

 , duly authorized

Name: Ken Discher

Title: Purchasing Agent III

Date: 09/18/2020

Exhibit A

Additional Terms & Conditions

Individual Customer:

Except to the extent modified and executed by a PA, SOW, or other Change Order document, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable PA and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable PA for their purchases. Each Purchasing Entity will be responsible for its own taxes, charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement or a Purchasing Entity's constitution, statute or other applicable law, then following order of precedence will control to the extent of any conflict: (i) a Purchasing Entity's constitution, statute or other applicable law; (ii) the Master Agreement; and (3) the EULA. The foregoing order of precedence will apply to conflicts that may arise regarding, among other things (but not limited to), indemnification rights and obligations of the Purchasing Entity, governing law, jurisdiction(s) for legal actions/disputes, and the applicability of binding arbitration provisions. EULAs will be provided to Purchasing Entities via URL or click-through at point of sale or upon login to the third-party software application.

Term of the Master Agreement:

- a) Initial Term: The Parties' respective performances under the Master Agreement commenced on Dec. 6, 2019, and shall terminate on August 11, 2024, unless terminated sooner, as specified in the Master Agreement.
- b) Extension: The Master Agreement may be extended beyond the original contract period for up to five (5) additional years, upon the mutual agreement of the Lead State and Contractor.

Payments. Payment is due within 45 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. After 60 days, AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

Reports: The Contractor shall submit quarterly reports to the Participating State Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser.

Discounts: Contractor's stated prices on the Contractor's approved State of Iowa NASPO ValuePoint Master Agreement web site shall be discounted using the discounts and price lists approved and agreed to with NASPO ValuePoint Master Price Agreement and by Participating State by signing this Participating Addendum. The stated discounts are considered to be the minimum discount offered. The Contractor or designated and approved Subcontractors may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.

Affirmative Action: The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.