

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

PARTICIPATING ENTITY: RHODE ISLAND DEPARTMENT OF ADMINISTRATION

This Participating Addendum (the "PA") is made this 6th day of November, 2020 (the "PA Effective Date"), between the Rhode Island Department of Administration by and through its Division of Purchases ("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 #MA 149-1, dated, December 6, 2019 (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 restated 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 Rhode Island Department of Administration by and through its Division of Purchases, together with Rhode Island's political subdivisions, cities, towns, schools, and quasi-public agencies as authorized by State law as authorized Purchasing Entities under the Agreement.

Section 4. Purchase Orders. Participating Entity must issue purchase orders hereunder that reference both Master Agreement #MA149 and the PA. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related Products provided. 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: Lisa Laskey
Title: Chief Financial Officer
Address: 315 Iron Way Suite 101
Providence, RI, 02908
Telephone: (401) 278-9100
Fax Number:
E-Mail:

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: Tom Dicosimo
Title: Client Solutions Executive
Address: 84 Deerfield Lane
Meriden, CT 06450
Telephone: (203)843-5969
Fax Number:
E-Mail: td1625@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. 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; (b) the Master Agreement; and (c) any valid Purchase Order issued in connection therewith.

Section 10. Custom FirstNet Mobile Plans – Agency Paid. Provided Participating Entity 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 Participating Entity and its eligible CRUs the custom FirstNet Mobile Plans described in §10 (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. and the applicable Sales Information, this §10. will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participating Entity's account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers. For all Custom FirstNet Mobile Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice. The term "MSC" in the tables below means "Monthly Service Charge."

**TABLE 10.1
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$15.88 MSC	\$24.62 MSC	\$36.12 MSC	\$207.24 MSC	\$377.44 MSC	\$1,762.04 MSC	\$3,385.84 MSC
For use with a subsidized device	\$35.88 MSC	\$44.62 MSC	\$56.12 MSC	\$227.24 MSC	\$397.44 MSC	\$1,782.04 MSC	\$3,405.84 MSC

**TABLE 10.2
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 10.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$10.24 MSC	\$15.99 MSC	\$22.99 MSC	\$201.60 MSC	\$371.80 MSC	\$1,756.40 MSC	\$3,380.20 MSC
For use with a subsidized device	\$20.24 MSC	\$25.99 MSC	\$32.99 MSC	\$211.60 MSC	\$381.80 MSC	\$1,766.40 MSC	\$3,390.20 MSC

**TABLE 10.4
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	\$37.99

**TABLE 10.5
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 10.6
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 10.7
CUSTOM FIRSTNET MACHINE-TO-MACHINE POOLED PLANS**

	1MB	2MB	5MB	10MB	50MB
Monthly Service Charge	\$4.15	\$4.75	\$5.80	\$6.80	\$12.40

**TABLE 10.8
CUSTOM FIRSTNET MACHINE-TO-MACHINE BACKUP PLAN**

FirstNet Machine-to-Machine Backup Plan 20MB	\$24.75 Monthly Service Charge
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**TABLE 10.9
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	\$0.00 (after \$7.50 credit)
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Section 11. Custom FirstNet Mobile Plans – Subscriber Paid. In addition to FirstNet Mobile Plans available to Participating Entity and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participating Entity hereby authorizes AT&T to provide such individuals with the discounts set forth in §11 (the "Custom FirstNet Mobile Subscriber Paid Plans"). Participating Entity must remain eligible for the Custom FirstNet Mobile Plans described in §10 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 Participating Entity, 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 11.1
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	\$24.62	\$36.12	\$10.99	\$15.99	\$22.99

**TABLE 11.2
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	\$37.99

**TABLE 11.3
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN**

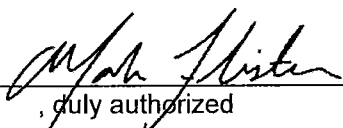
Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets	\$2.00 Monthly Service Charge
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Section 12. Entire Agreement. The Master Agreement and this Participating Addendum set forth the entire 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.

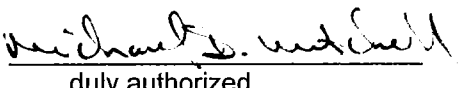
Jurisdiction and venue for any lawsuits arising here from shall be in the Providence Superior Court and shall be governed by the laws of the State of Rhode Island without reference to its principles of conflicts of laws.

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

AT&T CORP.

By: 
, duly authorized
Name: Mark Flister
Title: Sr. Contract Manager
Date: 10/21/2020

**STATE OF RHODE ISLAND DEPARTMENT
OF ADMINISTRATION BY AND THROUGH
ITS DIVISION OF PURCHASES**

By: 
, duly authorized
Name: Michael S. Mitchell
Title: Deputy Purchasing Agent
Date: 10/21/2020