



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 11

CONTRACT #: MA149

Starting Date: 8/11/2024

Expiration Date: 8/11/2029

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and AT&T Enterprises, LLC. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

A. Name Change

- AT&T Corp has merged into AT&T Enterprises, LLC. FEIN 13-4942471 can still be used for contracting purposes.

B. The parties agree that Amendment 11 adds the following terms and conditions effective on 8/11/2024

- Additional Definitions
- The Device Subsidy Term (effective for new or upgraded lines on or after 8/11/2024)
- The Device Subsidy Differential Charge (effective for new or upgraded lines on or after 8/11/2024)
- Price Adjustments

Effective Date of Amendment: 8/11/2024

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

DocuSigned by:

Marcellus Brooks

6/26/2024

DocuSigned by:

Cherilyn Hess

6/27/2024

Contractor's Signature

Date

Director, State of Utah Division of Purchasing

Date

Marcellus Brooks

Contractor's Name (Print)

Marcellus Brooks

Title (Print)

For Division of Purchasing Internal Use

Purchasing Agent	Phone #	E-mail Address	Contract #
Cherilyn Hess	(801) 957-7133	chess@utah.gov	MA149

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 now or hereafter amended, restated or otherwise modified, the "Contract" or "Master Agreement").

1.2 Participant and Contractor intend to make certain changes to the Master Agreement pursuant to the terms and conditions of this Amendment.

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 Amendment 11 (the Contract, as amended, together with all valid Purchase Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the Amendment have the meanings ascribed to them in the Master Agreement.

Section 3. Additional Definitions. The following definitions are added to MA149, Section 2 – Definitions:

- **"Device Subsidy Term"** Optional Twenty-four (24) or Thirty-six (36) months from the date of activation or upgrade without any suspension or termination of any line of Service.
- **"Device Subsidy Differential Charge"** Equipment payment, to offset the subsidy credited by AT&T, on a line of service terminated prior to the Twenty-four (24) or Thirty-six (36) month Device Subsidy Term.
- **"Minimum Activation Period"** Thirty (30) days from the date of activation
- **"BYOD"** Bring Your Own Device, customer owned equipment

Section 4. Device Subsidy Term. For each line of Service that received a subsidy that is terminated prior to the end of the Device Subsidy Term, the Purchasing Entity agrees to pay or reimburse AT&T the Equipment Differential Charge to offset the subsidy credited by AT&T to the Purchasing Entity for each terminated line of Service.

For the subsidy to be effective, Purchasing Entity will activate a line of Service under its Master Account. Each line of Service:

- Each line of Service must be activated in accordance with the terms of the Agreement;
- Each line must be activated with an applicable subsidy period of -twenty-four (24) or thirty-six (36) months from the date of activation
- Each line of Service must remain active, without suspension following the activation ("Minimum Activation Period");
- Each device may qualify for only one device subsidy during a Device Subsidy Term;
- The subsidy cannot be combined with any other device promotion or discount;
- Purchasing Entity's account must be in good standing to receive the subsidy;
- BYOD, full MSRP device purchases, and lines that have fulfilled their Device Subsidy Term are not subject to the Device Subsidy Differential Charge;
- Equipment returned to AT&T will not be subject to the Equipment Differential.

Users qualify for an upgrade with a Device Subsidy Term if user: (a) is currently active on Service with AT&T; and (b) has been active on Service with AT&T for the previous Twenty-four (24) or Thirty-six (36) consecutive months since the initial activation or previous upgrade, whichever is longer.

After the Device Subsidy Term has been fulfilled, users are eligible to upgrade to another subsidized device if they remain active on service with AT&T for an additional Twenty-four (24) or Thirty-six consecutive months after the last eligible upgrade.

Section 5. Device Subsidy Differential Charge. Purchasing Entity agrees to pay AT&T the Device Subsidy Differential Charge for each line of Service terminated before the end of the Device Subsidy Term and not returned to the Contractor.

The Wireless Devices/Equipment price (a) does not include applicable Taxes, (b) may not be combined with any other available Equipment Discount, Equipment promotions, or Equipment offers otherwise available to AT&T's customers; (c) is not available through a separate Data Solutions Provider; (d) remains subject to availability limitations; and (e) must be purchased with corresponding wireless service for each user.

Device Subsidy Differential Charge Table:

Tier	Full MSRP Price Range	Device Subsidy Differential Charge based on Retail Price	Monthly Equipment Differential Decline
A	<\$300.00	\$150	\$5
B	\$300-\$449.99	\$300	\$10
C	\$450-\$599.99	\$450	\$15
D	\$600-\$749.99	\$600	\$20
E	\$750 or Greater	\$750	\$25

Section 6. **Price Adjustments.** Notwithstanding Section 11 – Price and Rate Guarantee Period of MA149, the unit or hourly Pricing for hardware, devices, professional services, and other onetime charges may be adjusted upon written notice from AT&T. Such adjustments shall be based on actual increases or decreases from AT&T suppliers and are subject to the following limitations: (a) The unit- or hourly pricing for products shall include only increases up to 15%; (b) For any requested increase higher than 15% AT&T agrees to make the request in writing and to provide backup documentation; and (c) Any price decreases will be automatically be passed on, however, AT&T reserves the right to return the unit or hourly price to the original value.

Section 7. **Device Insurance.** AT&T reserves the right to pass on any insurance premium increases on device protection plans procured by Purchasing Entities through AT&T and administered by a 3rd party insurance provider.

Section 8. **Entire Agreement.** The Master Agreement and this Amendment 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.