

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

**PARTICIPATING ENTITY: INDEPENDENT SCHOOL DISTRICT – 709
Location ID 31684133601**

This Amendment No. 1 ("Amendment 1") is entered into as of August, 3, 2021 (the "Amendment 1 Effective Date") by and between the Independent School District - 709 ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of 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 In connection with the Contract, Participant and Contractor entered into a Participating Addendum dated September 08, 2020 (the "PA").

1.3 Participant and Contractor intend to make certain changes to the PA pursuant to the terms and conditions of this Amendment 1.

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 Amendment 1 (the Contract and the PA, as amended, 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. Student eLearning Offer. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions set forth in this §3, AT&T will provide Purchasing Entities and their eligible CRUs the Student eLearning Offer described herein (the "Student eLearning Offer"). The Student eLearning Offer is comprised of the AT&T Special DataConnect for Education Plan (the "Education Plan"), a choice of two content filtering products, and a Moxee mobile hotspot device (a "Moxee"), all as more fully described below. In accordance with the Agreement, the Student eLearning Offer is subject to its underlying offer's corresponding Sales Information, which is incorporated herein by reference. The Student eLearning Offer is available for a limited time and is subject to equipment availability. The Student eLearning Offer is 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 including, without limitation, prior iterations of the offer. The Student eLearning Offer is not available to IRUs. To the extent of any material conflict between the terms and conditions of this §3 and the applicable Sales Information, this §3 will control. Notwithstanding the foregoing, the Student eLearning Offer is only available if Participant's account is active and in good standing with respect to the applicable CRU.

3.1 12-Month Equipment Installment Plan Version ("12-Month Version"). If Purchasing Entity selects the 12-Month Version, then Purchasing Entity: (a) will purchase the Moxee mobile hotspot

device (the "Moxee") under a twelve-month Equipment Installment Plan (see §4 below); (b) will purchase the AT&T Special DataConnect for Education Plan (the "Education Plan"); and (c) must select and purchase either the Enterprise Traffic Protector or AccessMyLan content filtering product. The 12-Month Version prices listed in Table 3.1 are achieved through various bill credits.

Table 3.1
Student eLearning Offer Purchasing Moxee on the 12-Month Version

PLAN	
AT&T Special DataConnect for Education Plan	\$11.00 Monthly Service Charge
CONTENT FILTERING PRODUCT [CHOICE OF ONE]	
Enterprise Traffic Protector	\$1.00/month
AccessMyLan™	\$6.00/month
MOBILE HOTSPOT DEVICE	
Moxee	No Cost*

*Purchasing Entity is still responsible for all taxes and fees associated with the full price of the Moxee.

3.2 24-Month Equipment Installment Plan Version ("24-Month Version"). If Purchasing Entity selects the 24-Month Version, then Purchasing Entity: (a) will purchase the Moxee mobile hotspot device (the "Moxee") under a twenty-four-month EIP; (b) will purchase the Education Plan; and (c) must select and purchase either the Enterprise Traffic Protector or AccessMyLan content filtering product. The 24-Month Version prices listed in Table 3.2 are achieved through various bill credits.

Table 3.2
Student eLearning Offer Purchasing Moxee on the 24-Month Version

PLAN	
AT&T Special DataConnect for Education Plan	\$11.00 Monthly Service Charge
CONTENT FILTERING PRODUCT [CHOICE OF ONE]	
Enterprise Traffic Protector	\$1.00/month
AccessMyLan™	\$6.00/month
MOBILE HOTSPOT DEVICE	
Moxee	No Cost*
ADDITIONAL BILL CREDIT	
	(-\$1.00)

*Purchasing Entity is still responsible for all taxes and fees associated with the full price of the Moxee.

3.3 Students Provide Device Version (“BYOD Version”). If Purchasing Entity selects the BYOD Version, then Purchasing Entity: (a) must activate or migrate at least one hundred (100) eligible lines on the Education Plan; (b) will purchase the Education Plan for a \$12.00 MSC; and (c) must select and purchase either the Enterprise Traffic Protector or AccessMyLan content filtering product. The BYOD Version prices listed in Table 3.3 are achieved through various bill credits. The Student eLearning Offer will not apply until Purchasing Entity achieves the 100-line minimum described in this §3.3.

**Table 3.3
Student eLearning Offer on the BYOD Version**

PLAN	
AT&T Special DataConnect for Education Plan	\$11.00 Monthly Service Charge
CONTENT FILTERING PRODUCT [CHOICE OF ONE]	
Enterprise Traffic Protector	\$1.00/month
AccessMyLan™	\$6.00/month
ADDITIONAL BILL CREDIT	
	(-\$1.00)

3.4 Promotional No-Charge Teacher Lines. AT&T will provide each eligible Purchasing Entity one line of the Student eLearning Offer for every twenty-four (24) K-12 Students or College Students, as applicable, that are activated on or migrated to the Student eLearning Offer. Under this promotion, such teachers will receive the version of the Student eLearning Offer set forth in Table 3.3.

Section 4. Equipment Installment Program.

4.1 EIP. AT&T offers installment payment options for certain Equipment that require its customers to execute a corresponding installment payment agreement. In the event Participant or any Purchasing Entity opts to use one of these installment payment options then: (a) Participant or the applicable Purchasing Entity will be required to execute such an installment payment agreement; and (b) Participant or the applicable 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 PA Effective Date; and/or (ii) will not disqualify AT&T from any future procurements with Participant or the applicable Purchasing Entity; and (iii) it has fully appropriated funds to pay the total amount charged over the complete term of the installment payment agreement.

4.2 IRUs. IRUs under the Agreement may opt to use an available installment payment option (if any). Their use of that program will be governed by the applicable installment payment agreement and is not affected by §4.1.

Section 5. 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.

IN WITNESS WHEREOF, the Parties have executed Amendment #1 as of the PA Effective Date.

AT&T CORP

By: _____
 , duly authorized

Name: _____

Title: _____

Date: _____

INDEPENDENT SCHOOL DISTRICT - 709

By: Catherine A. Erickson
 , duly authorized

Name: Catherine A. Erickson

Title: CFO

Date: 8/10/21

01-E-012-108. 311-305.000

Jill Lafald

School Board Chair