

**AMENDMENT 1
TO
SERVICE ATTACHMENT 9
BY AND BETWEEN
AT&T
AND
THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**

This Amendment No. 1 ("Amendment") is entered into by and between The Department of Administrative Services on behalf of the State of Ohio (the "State") and AT&T Corp. on behalf of the AT&T entity authorized to provide Services hereunder: AT&T Mobility National Accounts LLC ("Vendor" or "AT&T") (State and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

Section 1. Recitals.

1.1 WHEREAS, the Parties entered into that certain Master Service Agreement dated May 20, 2010; and

1.2 WHEREAS, the Parties entered into that certain Service Attachment dated February 24, 2012 ("Service Attachment 9");

1.3 NOW THEREFORE, the Parties intend to make certain changes to the Service Attachment 9 in accordance with the terms and conditions of this Amendment 1 as follows:

Section 2. Agreement. In consideration of the recitals set forth in Section 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 State hereby agree to amend the Service Attachment 9 pursuant to the terms and conditions of this Amendment No. 1. Unless otherwise defined, capitalized terms in this Amendment No. 1 have the meanings ascribed to them in the Master Service Agreement.

Section 3. Custom Offers. Provided the State remains in full compliance with the terms and conditions of Service Attachment 9, and subject to all corresponding restrictions set forth in this §3 (including all sub-sections), AT&T will provide the State and its eligible Subscribing Entities the following custom offers: (a) the custom plan described in §3.1 (the "Custom Plan"), The Custom Plan is, at times, referred to herein as the "Custom Offer"). The Custom Offer is available for the term of Service Attachment 9. For all Custom Offers, the corresponding Subscribing Entities must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. In accordance with Service Attachment 9, each of the Custom Offers is subject to its underlying offer's corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §3 and the applicable Sales Information, this §3 will control. No additional discounts, promotions, offers or rebates, unless specifically set forth herein, will be applied to any aspect of this Agreement.

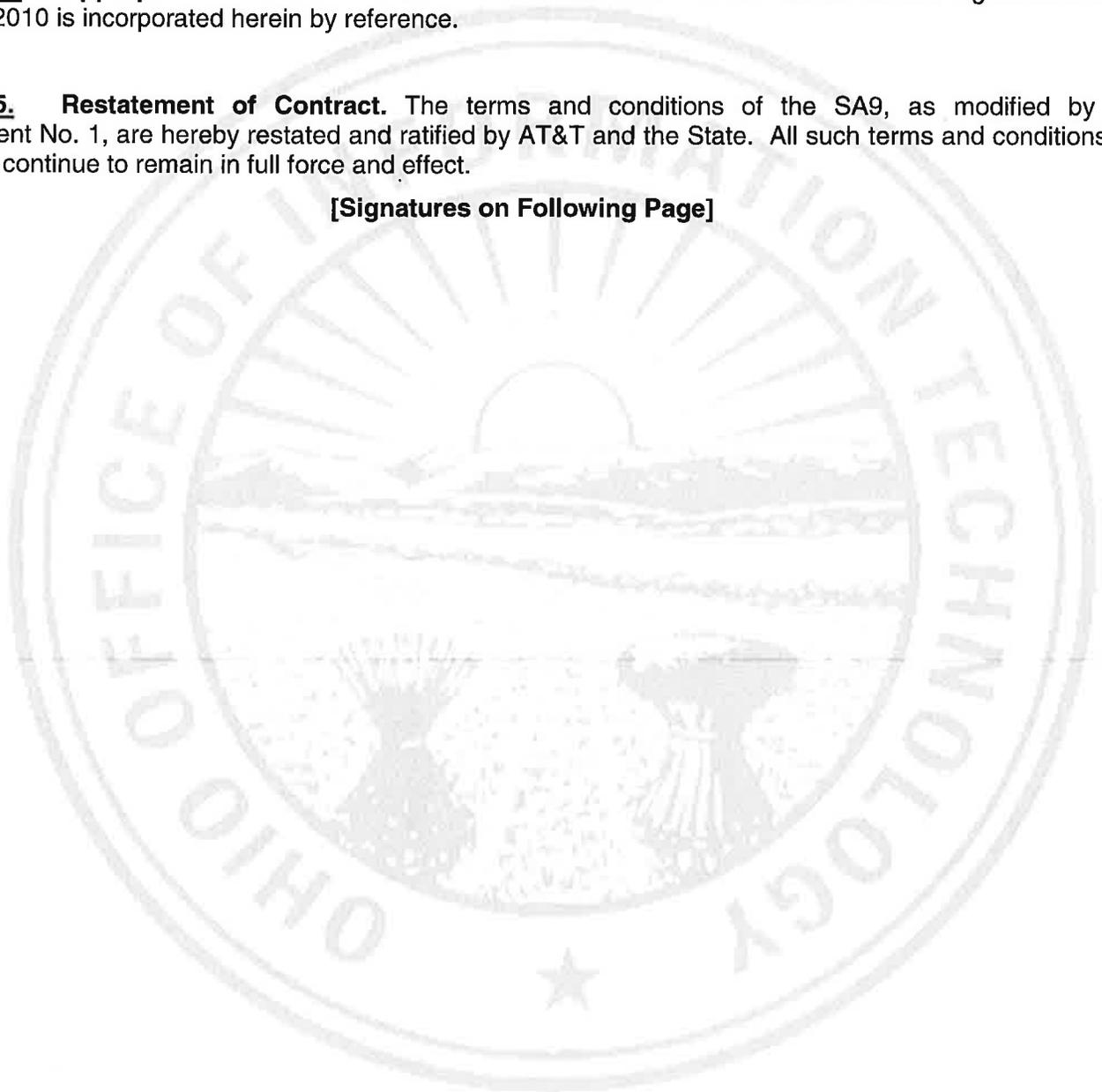
3.1 Custom Unlimited Data Tablet Plan. AT&T will provide the State with the Custom Unlimited Data Tablet Plan for a Monthly Service Charge of \$ 37.99. The Custom Unlimited Data Tablet Plan is only available to Subscribing Entities eligible to activate Service on the AT&T Unlimited Data Tablet Plan. The Custom Unlimited Data Tablet Plan (a) is NOT eligible for the MSC Service Discount; and (b) is available for the term of Service Attachment 9.

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Section 4. Appropriation and Certification of Funds. Section 4 of the Master Service Agreement dated May 20, 2010 is incorporated herein by reference.

Section 5. Restatement of Contract. The terms and conditions of the SA9, as modified by this Amendment No. 1, are hereby restated and ratified by AT&T and the State. All such terms and conditions are and shall continue to remain in full force and effect.

[Signatures on Following Page]



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The State has requested that AT&T sign this Amendment No. 1 first, and AT&T has agreed to do so. This Amendment No. 1 as signed by AT&T shall be binding upon the State from the time of the State's signature, and AT&T will begin implementing the Amendment No. 1 when a fully signed copy is returned by the State, provided such fully signed copy is returned to AT&T not more than forty five (45) days after AT&T delivered a signed copy to the State. Further, any and all changes made to Amendment No. 1 after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this attachment signed by both Parties, except for changes expressly authorized by the terms of this Amendment No. 1.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 which shall be effective on the date signed by the State.

**AT&T CORP. ON BEHALF OF THE
AT&T ENTITY AUTHORIZED TO
PROVIDE SERVICES HEREUNDER:
THE OHIO BELL TELEPHONE
COMPANY D/B/A AT&T OHIO**

**THE DEPARTMENT OF
ADMINISTRATIVE SERVICES, OFFICE
OF INFORMATION TECHNOLOGY
("OIT") ON BEHALF OF THE STATE
OF OHIO**



Signature



Signature

Mark Flister

Printed Name

Robert Blair / stu DAVIS

Printed Name

Sr. Contract Manager

Title

state
Dir / Asst Dir & CIO

Title

11 / 29 / 2012

Date

12 / 12 / 12

Effective Date

841659970
