PCS ID: 20250307-077

AMENDMENT NO. 4 TO AT&T MASTER AGREEMENT

This Amendment No. 4 (this "Amendment"), effective as of the first date when it has been signed by both and amending that certain AT&T Master Agreement effective as of June 15, 2020 (as amended, restated or otherwise modified to date, the "Agreement") is between AT&T Enterprises, LLC, successor in interest to AT&T Corp. ("AT&T"), and League of Oregon Cities ("Customer;" each of Customer and AT&T, a "Party," and Customer and AT&T, together, the "Parties").

Preliminary Statement

The Parties wish to amend the Agreement. Accordingly, the Parties agree:

1. Revisions to Sub-Exhibit "AT&T Mobility Pricing Schedule" to Exhibit A (Pricing Schedule) of the Agreement. That certain Sub-Exhibit "AT&T Mobility Pricing Schedule" to Exhibit A (Pricing Schedule) of the Agreement is hereby amended to add the following to such document following the last line thereof:

11. Equipment Purchase Options and Device Recovery Fee/Cancellation Fee

11.1 Certain Definitions

- "**Device Subsidy Term**" means an 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**" means 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**" means thirty (30) days from the date of activation of a line of Service.
- "**BYOD**" means Bring Your Own Device and is meant as a reference to equipment owned by Customer or any User.

11.2 Device Subsidy Term

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

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

- must be activated in accordance with the terms of the Agreement;
- must be activated with an applicable subsidy period of twenty-four (24) or thirty-six (36) months from the date of activation;
- must remain active, without suspension following the activation;
- may qualify for only one device subsidy per device during a Device Subsidy Term;
- cannot combined the subsidy with any other device promotion or discount;
- is conditioned on Customer's account being in good standing to receive the subsidy;
- is not subject to the Device Subsidy Differential Charge with respect to BYOD, full MSRP device purchases, and lines that have fulfilled their Device Subsidy Term;
- will not be subject to the Device Subsidy Differential Charge with respect to equipment returned to AT&T.

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.

11.3 Device Subsidy Differential Charge

Customer must 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 AT&T.

For the purposes of determining the applicable Device Subsidy Differential Charge based on Retail Price in the table below, the Retail Price of the wireless devices/equipment (a) does not include applicable taxes, and (b) may not be combined with any other available Equipment Discount, equipment promotions, or equipment offers otherwise available to Customer or AT&T's customers generally. .

The Device Subsidy Differential Charge payable by Customer for any applicable device will be (a) the Device Subsidy Differential Charge based on Retail Price (from the table below), less (b) the product of the Monthly Equipment Differential Decline (from the table below) and the number of full months of Service that the corresponding line of Service received prior to termination.

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

12. Price Adjustments

Notwithstanding anything to the contrary, 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 increase by up to 15% on the basis of such written notice; (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.

13. Device Insurance.

AT&T reserves the right to pass on any insurance premium increases on device protection plans procured by Customer through AT&T and administered by a 3rd party insurance provider.

2. Miscellaneous.

a. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment have the meanings ascribed to them in the Agreement.

b. No Other Changes. The terms and conditions of the Agreement in all other respects remain unchanged and in full force and effect.

c. Integration. This Amendment constitutes the entire agreement of the Parties as to its subject matter, and there are no other representations, understandings, or agreements between the Parties as to such subject matter.

d. Facsimile Signatures. An original signature to this Amendment that is transmitted by a Party via facsimile or other electronic transmission of a scanned document (e.g., .pdf or similar format) shall be a true and valid signature for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature.

e. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute only one document.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

AT&T ENTERPRISES, LLC

By: Stephanie Herbert

Name: Stephanie Herbert

Title: Contractor CS, as Signer for AT&T

Date: 07 Mar 2025

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LEAGUE OF OREGON CITIES

By: Signed by: Patricia M. Mulvihill 0BD4F25C35F54D0...

Name: Patricia M. Mulvihill

Title: Executive Director

Date: March 7, 2025 | 10:47 AM PST