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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Susan Beltz, Chief Technology Officer

Meeting Date March 12, 2025

Subject Approval of Resolution No. 2425-0153 Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract With T-Mobile Properly Entered Into Through The National Association of State Procurement Officers (NASPO) ValuePoint Program; and Approval by the Board of Education of Assignment, Assumption and Consent Agreement between and among Oakland Unified School District (“Assignee”), Oakland Public Education Fund (“Assignor”), and T-Mobile, Inc., for services July 1, 2025 to June 30, 2028.

Ask of the Board Approval by the Board of Education of Resolution No. 2425-0153 Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract With T-Mobile Properly Entered Into Through The National Association of State Procurement Officers (NASPO) ValuePoint Program; and Approval of Education of Assignment, Assumption and Consent Agreement between and among Oakland Unified School District (“Assignee”), Oakland Public Education Fund (“Assignor”), and T-Mobile, Inc., Bellevue, WA, for services July 1, 2025 to June 30, 2028, in an amount not to exceed \$2,671,704.00.

Background On June 23, 2021, the Oakland Unified Board of Education approved Legistar File ID 21-1588, which included a resolution to allow OUSD to piggyback on and enter into a contract with T-Mobile properly entered into through the California Department of Technology's California Network and Telecommunications (CALNET) Program and approval of an agreement with T-Mobile to participate in the T-Mobile Project 10Million program to provide students with hotspot devices and associated cellular service for home use. The Board subsequently approved Legistar File ID 21-2458 on October 27, 2021, which entered into a contract with T-Mobile through The National Association of State Procurement Officers (NASPO) ValuePoint Program, and Legistar File ID 23-1506 on June 28, 2023 to acquire additional ECF-eligible lines of service and renewed the contract through CALNET.

During the pandemic, Oakland Unified School District (OUSD) partnered with the City of Oakland, Tech Exchange, Oakland Promise, and the Oakland Public Education Fund to launch #OaklandUndivided. Through this program, the district was able to provide over 50,000 district-loaned Chromebooks and hotspots to TK-12 students that indicated a home digital access need and met the district's eligibility requirements. The district's ability to provide hotspots was largely dependent on our signature partnership with T-Mobile through the Emergency Connectivity Fund (ECF). However, the one-time federal ECF funding expired in June 2024 and OUSD modified its home digital access program from serving students in grades TK-12 to serving students in grades 3-12 to reduce cost and continue providing district-loaned devices to bridge the digital divide for its students. For the 2024-2025 school year, the district supported this reduced take-home program through recirculation of returned devices and by utilizing funds provided by #OaklandUndivided as part of a spend-down account provided to the district via the Oakland Public Education Fund. The district is looking to sustain the home digital access program, even if in a limited capacity, for several more years and will be applying for federal funds allocated specifically for home connectivity to use in combination with the spend-down account.

Discussion

The COVID-19 pandemic has highlighted the huge disparity between students with and without home internet access. Since the launch of #OaklandUndivided in 2020, home digital access data collected through surveys and Data Confirmation underscored this need. During the 2021-2022 school year, the Federal Communications Commission (FCC) launched the \$7.17 billion Emergency Connectivity Fund to help schools and libraries provide the tools and services their communities need for remote learning during the COVID-19 emergency period and help close the homework gap for students who currently lack the internet access and/or computers necessary to connect to educational resources. Oakland Unified was eligible to participate in the ECF program and applied for funds to help cover the costs of connectivity and devices. The home internet need was 21% of the district in 2022-2023 and 25% of the district in 2023-2024. The ECF funding expired on June 30, 2024 but the home internet need has not. In 2024-2025, while the home digital access program was reduced to grades 3-12, the connectivity need was 16% across these grade levels.

Understanding that discontinuing ECF would mean a lapse in digital access for many students nationwide, the FCC issued a Notice for Proposed Rulemaking in Winter 2023, which was reviewed in Spring of 2024, and ultimately voted on a Hotspot Addendum to E-Rate Category 1. The window for the Hotspot Addendum opened for 2025-2026 funding in Fall 2024. E-Rate funding would extend for three years and, for OUSD, would cover 90% of the cost for up to 6,200 5G devices and lines of service. Hardware is capped at \$90 per unit and cellular data is capped at \$15 per line. OUSD plans to apply for E-Rate funding for T-Mobile hardware and services to meet the connectivity needs of its students over the next three years. This will allow the district to conserve the #OaklandUndivided spend-down account and gradually reduce the home digital access to secondary students, which data has shown to be the most impacted cohort.

Fiscal Impact

Up to \$2,671,704.00 annually from July 1, 2025 through June 30, 2028 (exclusive of taxes and fees) for up to 6,200 lines of unlimited service covered at 90% by the federal E-Rate Hotspot Addendum.

Up to \$520,800.00 annually from July 1, 2025 through June 30, 2028 (exclusive of taxes and fees) for up to 6,200 hotspot 5G devices covered at 90% by the federal E-Rate Hotspot Addendum.

Oakland Public Education Fund would assume payment and liability for all amounts required to be paid which are deemed ineligible for E-Rate or beyond the 90% reimbursement rate. Since the Oakland Public Education Fund is not eligible to apply for E-Rate directly, funds would be made available to OUSD via a re-grant from the Oakland Public Education Fund, to be initiated to the district if awarded. The contract specifies up to 6200 devices and lines of service, so OUSD would reduce the purchase quantity in accordance with any reductions in anticipated funding through either E-Rate or the Oakland Public Education Fund, thereby eliminating the need for OUSD to use any district funds.

Attachment(s)

- Resolution No. 2425-0153 - Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With T-Mobile Properly Entered Into Through the National Association of State Procurement Officials (NASPO) ValuePoint Program
- Oakland Unified School District - 3478643 E-Rate Agreement FY25-26
- T-Mobile E-Rate Addendum
- NASPO Wireless Data Voice and Accessories T-Mobile California Department of Technology
- NASPO Master Agreement 179 (MA179)

**RESOLUTION OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT**

Resolution No. 2425-0153

**Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract
With T-Mobile Properly Entered Into Through the National Association of State Procurement
Officials (NASPO) ValuePoint Program**

WHEREAS, Public Contract Code section 20118 (“section 20118”) permits a school district, “without advertising for bids,” to contract with “any public corporation or agency, including any county, city, town, or district, to . . . purchase materials, supplies, equipment, . . . and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the . . . purchases from a vendor” if the school Board determines it to be in the “best interests of the district”;

WHEREAS, section 20118 further permits a school district to contract with a vendor that has an existing contract with another public corporation or agency “under the same terms that are available to the public corporation or agency under the existing contract”;

WHEREAS, the ValuePoint Program is the cooperative purchasing arm of NASPO which is designed to leverage the leadership and expertise of all states and the purchasing power of their public entities, and accomplishes this through a solicitation process that obtains best value pricing while protecting states’ interests with favorable terms and conditions, resulting in a suite of competitively bid contracts that are available for “piggybacking” to state and local governments, including school districts;

WHEREAS, NASPO through the ValuePoint program issued Solicitation CJ18012 for Wireless Data, Voice, and Accessories on January 26, 2022 to request proposals from responsive cellular vendors to provide best value solutions for cellular voice and data services, equipment and accessories;

WHEREAS, state public agencies, including school districts, are automatically eligible to use NASPO ValuePoint contracts pursuant to Public Contract Code section 10299.

WHEREAS, the State of Utah and T-Mobile executed NASPO Value Point Master Agreement 176 (MA176) with an effective date of July 1, 2019, and an initial term of five years (through August 11, 2029), and the State of California approved the migration process onto MA176.

NOW, THEREFORE, BE IT RESOLVED, the Board of Education (“Board”) finds that the Master Agreement was properly bid, awarded, executed, and approved based on the representation of NASPO and T-Mobile, and the documents provided to OUSD (NASPO Master Agreement, NASPO Wireless Data Voice and Accessories) all attached to this Board item and incorporated herein by reference);

BE IT FURTHER RESOLVED, the Board declares that it is in the best interest of the District to contract with T-Mobile, hereby accepts the offer of contract with T-Mobile pursuant to the same terms and conditions found in the Schools and Libraries Funding Program (E-Rate) Agreement up to a fiscal year not-to-exceed amount of \$\$2,671,704 from July 1, 2025 to June 30, 2028 for lines of service and \$520,800 from July 1, 2025 to June 30, 2028 for hotspot devices, and approves the Schools and Libraries Funding Program (E-Rate) Agreement.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 12th day of March, 2025, by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Rachel Latta, VanCedric Williams, Patrice Berry, Vice President Valarie Bachelor

NOES: None

ABSTAINED: Mike Hutchinson

RECUSED: None

ABSENT: Student Director Vasquez, Student Director Simmons, Clifford Thompson, President Brouhard

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on March 12, 2025.

Legislative File	
File ID Number:	25-0397
Introduction Date:	3/12/25
Enactment Number:	25-0275
Enactment Date:	3/12/2025
By:	os

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard
President, Board of Education



Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

SCHOOLS AND LIBRARIES FUNDING PROGRAM (E-RATE) AGREEMENT

T-Mobile USA, Inc. (“**T-Mobile**”) and **Oakland Unified School District**, a California public school district, with its principal place of business at 1011 Union St, Ste 986, Oakland CA 94607 (“**Customer**”) are entering into this Schools and Libraries Funding Program (“**E-Rate**”) Agreement (“**E-Rate Agreement**”), effective as of the date the second Party signs this E-Rate Agreement below (“**E-Rate Agreement Effective Date**”), for the provision of certain wireless telecommunications services (“**Services**”) and related devices/equipment (“**Products**” or “**Devices**”). The Services and Products may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 (“**E-Rate Program**”) and administered by the Universal Service Administrative Company (“**USAC**”) or other administrative body designated by the Federal Communications Commission (“**FCC**”), or under state or local corollaries to the E-Rate Program (collectively, “**Support**”).

1. Underlying Agreement. Customer’s purchase and use of the Services and Products will be governed by this E-Rate Agreement and the NASPO ValuePoint Contract No. MA176 and applicable Participating Addendum (“**Master Agreement**”).

- (a) The terms and conditions of this E-Rate Agreement or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer-generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this E-Rate Agreement.
- (b) In the event the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term of this E-Rate Agreement, T-Mobile may enter into a follow-on master agreement for the period after termination or expiration of the Master Agreement (a “**New Master Agreement**”), in which case the New Master Agreement will be substituted for the existing Master Agreement for the remainder of the Term, and the terms and conditions of the New Master Agreement shall supersede and replace the terms of the existing Master Agreement. In the event the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term, and T-Mobile does not enter into a New Master Agreement, then Customer and T-Mobile will: (i) mutually agree to amend this Addendum in order to transition it under another available master agreement to be substituted for the Master Agreement; or (ii) enter into a mutually agreeable alternative agreement to be substituted for the Master Agreement.
- (c) Notwithstanding anything to the contrary in this E-Rate Agreement, following the expiration of a line’s Service Period, T-Mobile will continue to provide the Services to Customer for such line under the pricing, discounts and other terms and conditions set forth in this E-Rate Agreement, or, with 30 days’ advance notice to Customer, at standard list pricing, until either party provides 30 days’ advance written notice to terminate the Service for such line.

2. SCHOOLS AND LIBRARIES FUNDING PROGRAM (E-RATE) ADDENDUM

Customer’s purchase of T-Mobile Products and Services under this E-Rate Agreement shall be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government (“**TfG**”) Schools and Libraries Funding Program (E-Rate) Addendum (“**E-Rate Addendum**”) located at <https://www.t-mobile.com/business/terms-and-conditions>, which is hereby incorporated by reference and made a part of this E-Rate Agreement.

3. OFFER/PRICING. Mobile Rate Plans and Installation (excluding device(s)) are listed below:

Rate Plan	Features	Monthly Recurring Charge/Line*	Discount Under Applicable Master Agreement
Government E-Rate Library Hotspot GERHTSPT	<ul style="list-style-type: none"> •This mobile internet plan provides unlimited data for use with tablets and hotspot hardware. •This plan is designed for use by eligible customers participating in the 2025-2026 E-Rate Program. •This plan is intended for Educational/Government use only. 	\$11.97	N/A

* Prices above do not include applicable taxes and surcharges. Additional costs for equipment may apply and is not included in the MRC's above. Unless otherwise noted above, pricing is not qualified for an aggregate volume discount ("AVD").

Government Mobile Wireless Unlimited High-Speed Internet (School Bus Router Plan). Not available in all areas; Limited time offer; subject to change. Intended for support of Wi-Fi, or other similar access point technologies, on school buses. During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization. **Plus taxes & fees:** Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$1.40 per data only line (\$0.12 for RPF & \$1.28 for TRF) apply. RPF and TRF subject to change upon notice; taxes/fees approx. 3-12% of bill. Credit approval required. **Video** streaming resolution depends on available speeds. For best performance, leave video streaming applications at their default resolution setting. Not compatible with some live TV streaming services. **Coverage** not available in some areas. **Network Management:** Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See contract for additional information.

Government E-rate Library Hotspot Line(s) Usage. Consistent with FCC rules governing the E-Rate Hotspot Check-Out Program, T-Mobile, at least once every 31 days, shall determine whether any lines of service activated under the Government E-rate Library Hotspot Plan have zero data usage in the prior sixty (60) days, and will provide, within five business days, the Customer with 30 days' notice that failure for the hotspot service to be used within this 30-day notice period will result in service termination to such lines.

Terms and conditions of T-Mobile's E-Rate Addendum apply to E-Rate participants. T-Mobile's E-Rate Addendum may be found at: <https://www.t-mobile.com/business/terms-and-conditions>.

4. TOTAL ORDER. Customer agrees to order the following lines of Service and, if applicable, Products. Amounts below do not include any applicable taxes and surcharges:

Total # of Lines of Service	Rate Plan	Service Period Length (months)*	Total Service Charge for Term
Up to 6,200	\$11.97	36 months 7/1/25 – 6/30/28	Up to \$2,671,704

*Notwithstanding anything to the contrary in this E-Rate Agreement, following the expiration of a line's Service Period, T-Mobile will continue to provide the Services to Customer for such line under the pricing, discounts and other terms and conditions set forth in this E-Rate Agreement, or, with 30 days' advance notice to Customer, at standard list pricing, until either party provides 30 days' advance written notice to terminate the Service for such line.

In connection with this E-Rate Agreement, T-Mobile will provide Customer with the following number and type of devices for use on Customer's active lines of Service as specifically determined by T-Mobile and Customer which may include associated installation.

# of Devices	Device Type	Cost per Device	Total Device Cost	Installation	Total Customer Commitment*
Up to 6,200	Social Mobile Rhino H1 Hotspot	\$84	Up to \$520,800	\$N/A	Up to \$520,800


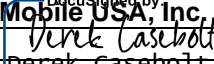
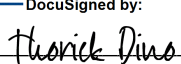
*Total Customer Commitment is a one-time upfront cost equal to (i) the "Total Device Cost", plus (ii) the total "Installation" cost.

5. PRECEDENCE AND INTERPRETATION. The terms and conditions of this E-Rate Agreement take precedence over all conflicting terms and conditions in the Master Agreement and shall supersede and replace any previously executed. All other terms and conditions of the Master Agreement remain unchanged.

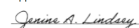
6. PRIMARY CUSTOMER CONTACT. The primary contact for the Customer is as follows (or their named successors):

Customer POC Name:	Oakland Unified School District – Colleen Calvano
Address:	1011 Union St, Ste 986, Oakland CA 94607
Telephone:	510-879-2202
Email:	colleen.calvano@ousd.org

This E-Rate Agreement is executed by each Party's authorized representative as of the E-Rate Agreement Effective Date.

Customer: Oakland Unified School District	Contractor: T-Mobile USA, Inc.
Signature: 	Signature: 
Printed Name: Jennifer Brouhard	Printed Name: Derek Casebolt
Title: President, BOE	Title: Director
Date: 3/13/2025	Date: 2/12/2025
Form 470 Application Number: 250004621	Reviewed and Acknowledged: DocuSigned by:  2/12/2025 T-Mobile USA, Inc. Legal Representative

Approve as to form:


Jenine Lindsey, General Counsel
Date: 2/11/2025

SCHOOLS AND LIBRARIES FUNDING PROGRAM (E-RATE) ADDENDUM

The following terms and conditions in this Schools and Libraries Funding Program (“E-Rate”) Addendum (“**Addendum**”) govern T-Mobile USA, Inc.’s (“**T-Mobile**”) provision of certain telecommunications services (“**Services**”) and related devices/equipment (“**Products**” or “**Devices**”) to Customer that may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 (“**E-Rate Program**”) and administered by the Universal Service Administrative Company (“**USAC**”) or other administrative body designated by the Federal Communications Commission (“**FCC**”), or under state or local corollaries to the E-Rate Program (collectively, “**Support**”).

Underlying Agreement. The terms of Customer’s purchase and use of the Services and Products or Devices under this Addendum will be governed by this Addendum and Customer’s underlying services agreement with T-Mobile (the “**Master Agreement**”).

- (a) The terms and conditions of this Addendum or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer-generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.
- (b) In the event the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term of this Addendum, T-Mobile may enter into a follow-on master agreement for the period after termination or expiration of the Master Agreement (a “**New Master Agreement**”), in which case the New Master Agreement will be substituted for the existing Master Agreement for the remainder of the Term, and the terms and conditions of the New Master Agreement shall supersede and replace the terms of the existing Master Agreement. In the event the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term, and T-Mobile does not enter into a New Master Agreement, then Customer and T-Mobile will: (i) mutually agree to amend this Addendum in order to transition it under another available master agreement to be substituted for the Master Agreement; or (ii) enter into a mutually agreeable alternative agreement to be substituted for the Master Agreement.
- (c) Notwithstanding anything to the contrary in this Addendum, following the expiration of a line’s Service Period, T-Mobile will continue to provide the Services to Customer for such line under the pricing, discounts and other terms and conditions set forth in this Addendum, or, with 30 days’ advance notice to Customer, at standard list pricing, until either party provides 30 days’ advance written notice to terminate the Service for such line.

TERMS AND CONDITIONS

COMMENCEMENT DATE OF SERVICES. This Addendum is an integral part of the Master Agreement and is binding when acknowledged by Customer or once Customer receives Services and Products. The E-Rate Funding Term is a 12-month period (“**E-Rate Term**”) beginning on July 1st and ending on June 30th of the applicable E-Rate Program year (“**E-Rate Funding Year**”). The “**Commencement Date**” will be the first day of the first billing month after T-Mobile receives USAC’s Funding Commitment Decision Letter (“**FCDL**”). In no event will the Commencement Date be earlier than **July 1** of the applicable E-Rate Funding Year. If the Customer is purchasing new Products and Services from T-Mobile, T-Mobile will not fulfill such orders until T-Mobile is in receipt of the FCDL. For Customer’s with existing Services, T-Mobile reserves the right to suspend Services if the FCDL is not received by **September 30** of the applicable E-Rate Funding Year. Customer agrees it will be responsible for payment for Services and Products and for any amounts not covered by Support, irrespective of the availability of Support.

1. **APPLICATIONS FOR SUPPORT.** Customer will take the following steps to request Support depending on the source of such funds.
 - A. **USAC.** Customer will take appropriate steps to ensure that USAC receives a Form 471 application (or its successor form) and any other necessary documentation to request Support for Services and Products, as applicable. For Services and Products provided in multiple years, Customer will submit subsequent Forms 471 to request Support. Customer will promptly provide T-Mobile with a copy of its FCDL and all other relevant documentation requested by T-Mobile. Customer will abide by all FCC and USAC rules and obligations for receipt of Support, including but not limited to submission of Form 486 (or its successor form) confirming receipt of Services and Products, as applicable.

- B. **OTHER FUNDING SOURCES.** If desired, Customer will take all necessary steps to request Support from state or local corollaries to the E-Rate Program (“**Other Funding Sources**”). Customer will notify T-Mobile in writing within 30 days of its receipt of a Support commitment from Other Funding Sources, and will include a copy of its application and Other Funding Source documentation in such notice to T-Mobile. Customer will abide by all Other Funding Source rules and obligations for receipt of Support.

2. RECEIPT OF SUPPORT.

- A. **USAC.** Customer will pay, in full, all invoices issued by T-Mobile prior to T-Mobile’s receipt of notification from USAC of Customer’s Form 486 filing and T-Mobile’s receipt of the service worksheet. Upon notification, T-Mobile will apply discounts or reimburse Customer according to the Funding Commitment Decision Letter, Form 486 for Services and Products delivered, and T-Mobile worksheet delineating the associated accounts. T-Mobile may require Customer to seek USAC reimbursement via Form 472 if Customer has not received its USAC Funding Commitment Decision Letter by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by USAC’s funding year. T-Mobile may apply a credit to Customer’s account or provide Customer with a check corresponding to USAC’s Support commitment as calculated after providing Services and Products, as applicable.
- B. **OTHER FUNDING SOURCES.** Customer will pay, in full, all invoices issued by T-Mobile prior to T-Mobile’s receipt of notification from the Other Funding Source acknowledging Customer’s receipt of Services. Upon notification, T-Mobile will apply discounts or reimburse Customer for Services and Products delivered under the terms of the Master Agreement and corresponding to the Other Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Other Funding Source funding year. T-Mobile may apply a credit to Customer’s account or provide Customer with a check corresponding to the Other Funding Source’s Support commitment as calculated after providing Services and Products, as applicable.

3. CERTIFICATION OF AVAILABILITY OF FUNDS/FAILURE TO OBTAIN SUPPORT.

- A. **CERTIFICATION.** Customer represents and warrants that Customer has sufficient appropriated funds available to cover the full cost of Services and Products purchased under this Addendum regardless of whether Customer receives any funds from FCC, USAC or Other Funding Sources.
- B. **REIMBURSEMENT.** If, for any reason other than T-Mobile’s material failure to deliver Services or Products, as applicable, under the terms of the Master Agreement (including this Addendum), either: (i) the FCC, USAC or Other Funding Sources fail to reimburse T-Mobile for Services and Products (as applicable) provided to the Customer; or (ii) if the FCC, USAC or Other Funding Sources reclaim any portion of Support paid to T-Mobile on Customer’s behalf for Services and Products (as applicable) provided, then Customer will reimburse T-Mobile for these amounts.
- C. **RESPONSIBILITY.** While T-Mobile will use commercially reasonable efforts to assist Customer in requesting Support, T-Mobile is not responsible for Customer’s compliance with FCC, USAC or Other Funding Source rules and regulations, Customer’s applications for Support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer. Customer accepts full responsibility for the charges for all Services and Products provided by T-Mobile pursuant to the Master Agreement, including all charges not covered by E-Rate Support. In the event that requested E-Rate Support is denied or adjusted during Program Integrity Assurance (PIA) or other pre-commitment review, or is interrupted or rescinded as a result of any post-commitment review or audit of any E-Rate Program services (whether provided by T-Mobile or any other service provider), Customer agrees to remit payment of any outstanding balance due to T-Mobile within 30 days of receipt of the funding decision notification from USAC or within 30 days of the close of the funding year, whichever is sooner.
- D. **CUSTOMER ACKNOWLEDGEMENT.** Customer agrees to accept responsibility for payment of any Services and Products (as applicable) that are provided by T-Mobile but that are not eligible for E-Rate Support. Payment for Services and Products that are not E-Rate Program eligible will be due to T-Mobile within 30 days of date invoice is received by Customer.

4. **OFFER/PRICING.** Mobile Rate Plans (including Device(s), Product(s) and/or, if applicable, installation) will be listed in a signed agreement (“E-Rate Agreement”) or the pricing schedule or attachment of the Customer’s Master Agreement (as applicable). Pricing does not include applicable taxes and/or surcharges.

5. **ADDITIONAL E-RATE STIPULATIONS.** Customer acknowledges and agrees that: (i) USAC will only commit E-Rate funding one E-Rate funding year at a time, and funding for future years of an E-Rate Agreement (if any) are not guaranteed, (ii) during the term of an E-Rate Agreement, Customer, and the products and services sought, must be eligible for E-Rate support for each individual year of the E-Rate Agreement term; and (iii) unless otherwise specified by E-Rate Program rules, eligibility reimbursement for equipment will only be supported by USAC once every five (5) years, and therefore Customer will not be able to seek E-Rate support for replacement equipment until five (5) years from date Customer received or had the original equipment installed (whichever is later).
6. **TOTAL ORDER.** The total Customer commitment for Service and Devices for term of this Addendum is equal to the total service charge for Service Term, plus the total cost of Device(s).
7. **PRIVACY.** If Customer allows end users under the age of 13 to use the Services, Customer and T-Mobile agree to the terms and representations contained in the "COPPA Notice Addendum" attached as Exhibit A to this Addendum. Customer, and not T-Mobile, will be fully responsible for any claims relating to Customer's failure to: (i) properly notify such end-users about any data collection and/or monitoring of use of the Services and Devices; or (ii) collect any necessary consent relating to an Eligible Student's use of the Services and Devices.
8. **PREPAYMENT.** Customer may, at its option, prepay in whole or in part Customer's total fee commitment for Services and Products ordered under this Addendum. With respect to any such prepayment (or any other related payment), Customer is solely responsible for ensuring Customer's compliance with all applicable Federal, State and Local funding source and procurement laws, rules and regulations, and Customer represents and warrants compliance with the same.
9. **SPI INVOICING.** If Customer has requested that T-Mobile invoice the federal government for reimbursement of the discountable amounts of the E-Rate Services and Products (i.e., the SPI invoicing method), Customer has read and agrees to the terms and conditions of the Service Provider Invoice (SPI) Affirmation attached as Exhibit B.
10. **NETWORK COVERAGE.** Customer acknowledges and agrees that wireless services do not perform in precisely the same manner as non-wireless landline telephone services. Accordingly, T-Mobile does not guarantee coverage in any specific area at any specific time. Coverage shown on a coverage map is a general prediction of coverage, and does not guarantee that coverage will be available at all covered geographic areas at all times. Wireless coverage is impacted by, among other things, terrain, weather, antenna location, system modification, foliage and man-made structures (such as buildings), and therefore cannot be predicted precisely at all times.
11. **PRECEDENCE AND INTERPRETATION.** The terms and conditions of this Addendum take precedence over all conflicting terms and conditions in the Master Agreement and shall supersede and replace any previously executed documents. All other terms and conditions of the Master Agreement remain unchanged.

EXHIBIT A

COPPA Notice Addendum

T-Mobile is providing Customer with direct notice of its data collection, use and disclosure practices set forth below that relate to the Service(s). Customer has read this notice, consents on behalf of parents and guardians of children under 13 to the collection, use and disclosure practices described below, and authorizes T-Mobile to engage in such practices.

Direct Notice of T-Mobile's Data Collection, Use, and Disclosure Practices

We need your consent to collect personal information from your child(ren) in connection with the T-Mobile for Education service. We will not collect, use, or disclose any personal information from children under 13 if you do not provide such consent. This privacy notice describes the personal information we collect and how we use it. The Federal Trade Commission has acknowledged that a school or school district may consent on behalf of the parent or guardian of a child to such data collection, use, and disclosure to the extent such data collection, use, and disclosure is to provide services solely for the benefit of the child or the school/school district.

T-Mobile intends to collect the following personal information from your child(ren):

- **Data Usage:** T-Mobile tracks quantity of broadband internet data usage to have that usage total counted against applicable data usage/streaming limits, if any. As part of delivering this service, T-Mobile also receives the IP address associated with the websites visited.
- **Unique identifiers:** T-Mobile collects a device and network identifier to authenticate the device on our network and provide the service.
- **Bandwidth data:** T-Mobile may share device-level bandwidth data with the educational institution at the educational institution's specific request, to allow the educational institution to stay informed on devices that exceed applicable data usage/streaming limits.

T-Mobile uses this personal information only to provide internet connectivity and perform internal analytics. T-Mobile may disclose this personal information to its service providers for assistance in delivering the service, and they must treat this information as confidential and use it only for the purposes for which T-Mobile engaged them. T-Mobile may disclose this personal information to Customer upon Customer's request to assist in delivering and improving the services, and they must treat this information as confidential and use it only for those purposes. T-Mobile will not disclose information that may be associated with your child to any other entities.

Please be advised that T-Mobile provides connectivity to the general internet through the T-Mobile for Education service. That connectivity allows children to access websites that may involve data collection by third parties. T-Mobile is not responsible for the data collection activities of these third parties and you should carefully monitor your child's use of the service.

For more information, please visit "Our Privacy Policies" at <https://www.t-mobile.com/privacy-center/our-practices>.

EXHIBIT B

E-Rate Service Provider Invoice (SPI) Affirmation

The E-Rate Program allows for participating schools and libraries to seek reimbursements for eligible service and equipment either directly from the government (BEAR invoicing method) or by requesting that the service provider invoice the government (SPI invoicing method). T-Mobile is participating in the SPI invoicing method for this program.

If requested to do so by the school or library, T-Mobile is willing to invoice the federal government rather than the school or library for payment. You must specify at the application stage which invoicing method you would like to use. If your school or library would like to use the SPI invoicing method, you must also submit evidence of T-Mobile's willingness, and may use this statement as an affirmation that T-Mobile is participating in SPI when completing your Form 471. We affirm our willingness to participate in the SPI invoicing method subject to the following:

Prior to the start of service and receipt of equipment, if any, Customers who select the SPI invoicing method will enter into and execute an applicable T-Mobile services contract for the provision of E-Rate broadband connectivity services. T-Mobile will file the SPI Form to request reimbursement for the discountable amounts of the E-Rate eligible equipment and services. Customer is responsible for all charges related to any ineligible equipment and services or services obtained but not contained in the description of the service commitment request or decision. Until the Universal Service Administrative Co. (USAC) has issued a funding commitment, Customer agrees to pay the balance in full as billed by T-Mobile. Customer must elect SPI to be billed only the non-discounted portion. Customer account credits applied may be estimates subject to true-up in a later billing period. Customer is responsible for all charges incurred until and unless E-Rate funding is approved and disbursed by USAC, at which time Customer will remain responsible for all ineligible services, feature charges, and any other E-Rate program amounts unfunded, including equipment. Also, Customers who chose the SPI invoicing method should be aware that if E-Rate funding ends before the term of their services contract, they will be subject to the agreed rate of service for the remainder of the contract, net of any subsidy.

For more information about ECF, please refer to the [FCC ECF](#) or [USAC ECF](#) websites.

T-Mobile SPIN #:143026181
T-Mobile FRN #: 0004121760
T-Mobile DUNS #: 06-852-8376
T-Mobile Tax ID: 91-1983600

**PARTICIPATING ADDENDUM # PA-2022-WDV-TMUS
UNDER THE
STATE OF UTAH COOPERATIVE CONTRACT #MA176
(NASPO VALUEPOINT WIRELESS DATA, VOICE, AND ACCESSORIES)**

PARTICIPATING ENTITY: STATE OF CALIFORNIA

This Participating Addendum, including the attached Appendix A and Appendix A-1 (the "PA") is made on 01/26/22 the "PA Effective Date"), between the State of California, California Department of Technology ("Participating Entity" or "State"), and T-Mobile USA, Inc. ("Contractor") (Participating Entity and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals

- 1.1** The Contractor and the State of Utah, acting through its Department of Administration, Purchasing Division, individually and on behalf of the NASPO ValuePoint, a division of the National Association of State Procurement Officials ("NASPO"), are parties to the State of Utah Cooperative Contract #MA176 (NASPO ValuePoint Wireless Data, Voice, and Accessories) dated July 1, 2019, as amended (the "Master Agreement").
- 1.2** Participating Entity wants to participate in the Master Agreement pursuant to the terms and conditions of the PA.
- 1.3** The term of this PA begins on the PA Effective Date through May 22, 2023 with two (2), two-year options to extend at the State's sole discretion. Notwithstanding the foregoing, the term of this PA will automatically terminate upon the termination or expiration of the Master Agreement.

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 the Contractor hereby agree to the terms and conditions of the PA. The Master Agreement and the PA, together with all valid Purchase Orders submitted to the Contractor by an Authorized Purchasing Entity, together constitute the "CA Agreement". Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Master Agreement.

Section 3. Authorized Purchasing Entities

The State hereby designates the following as Authorized Purchasing Entities under the CA Agreement: Local government entities defined as any city, county, city and county, district or other local governmental body empowered to expend public funds for the acquisition of goods. Additional qualifying entities include those that are either (i) entirely 100% tax supported, (ii) a local governmental entity with a Joint Powers Agreement (JPA), or (iii) a Federally recognized Indian Tribe. State agencies or other state entities are not Authorized Purchasing Entities. "Authorized Purchasing Entities" also may be referred to as "Purchasing Entities" for purposes of the CA Agreement.

Each Authorized Purchasing Entity placing an Order under this PA will be treated as if it was an individual customer. Except to the extent modified in this PA, each Authorized Purchasing Entity will be responsible for compliance with the terms and conditions of the Master Agreement. Each Authorized Purchasing Entity will be responsible for its own charges, fees and liabilities. Each Authorized Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for its purchases; and Contractor will apply the charges to each Authorized Purchasing Entity individually. Each Authorized Purchasing Entity agrees to the terms of this PA, including the disclosure of limited account information (including the name, address, email and phone number of each Authorized Purchasing Entity's authorized/designated purchasing agent(s)) as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity, for purposes of monitoring the contract and calculating the administrative fee.

Section 4. Purchase Orders

Except as set forth herein, Purchase Orders must reference both Master Agreement #MA176 and the PA number to be valid. Upon acceptance of any such valid Purchase Order, the corresponding Authorized Purchasing Entities will be bound by the terms and conditions of the CA Agreement including, without limitation, the obligation to pay the Contractor for Services 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 the Contractor's sole discretion, if the 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. The terms and conditions of the CA Agreement will not be modified or superseded by any terms and conditions in

any Authorized Purchasing Entity-generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by the CA Agreement.

Section 5 Primary Contacts

	Participating Entity (State): California Department of Technology	Contractor:
Name	Vaibhav Srivastava	David Bezzant
Title	Contract Manager	Vice President, T-Mobile for Government
Address	P.O.BOX 1810, MS 12 Rancho Cordova, CA 95741	c/o T-Mobile USA, Inc. 12920 SE 38 th Street Bellevue, WA 98006
Telephone	(916)460-9818	(425) 383-4000
Email	TechnologyProcurements@state.ca.gov and Vaibhav.Srivastava@state.ca.gov	David.Bezzant@T-Mobile.com

Section 6. Notice of Administrative Fees

The following charges are being paid by the Contractor under this PA.

6.1 California Department of Technology Administrative Fee

Contract Fees to Participating Entity: The Contractor is being charged an Administrative Fee of 1.00% of all Authorized Purchasing Entities Total Wireless Spend, pursuant to the schedule of payments set forth in the Master Agreement. "Total Wireless Spend" for the Participating Entity's state will be calculated (with respect to Participating Entity state sales only) in the same manner as set forth in Section 6 of Attachment A (NASPO ValuePoint Master Agreement Terms and Conditions) to the Master Agreement.

The Contractor shall submit a check payable to the California Department of Technology, Accounting, P.O. Box 1810, MS Y06, Rancho Cordova, CA 95741 for the calculated administrative fee. This fee shall be included as an adjustment to the Contractor's NASPO ValuePoint pricing and not invoiced or charged to the Authorized Purchasing Entities for the use of this PA.

Section 7. Authority



By signing below, the corresponding Party's representative represents that he or she is duly authorized by the 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 State authority and NASPO to participate in the Master Agreement.

Section 8. Entire Agreement

The Master Agreement and this PA 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 the PA as of the PA Effective Date.

T-Mobile USA, Inc.	State of California
Signature: <u>David Bezzant</u> <small>David Bezzant (Jan 21, 2022 17:57 MST)</small>	Signature: <u></u> <small>Tiffany Angulo (Jan 26, 2022 09:48 PST)</small>
Printed Name: David Bezzant	Printed Name: Tiffany Angulo
Title: Vice President	Title: Assistant Deputy Director
Date Signed: 01/21/22	Date Signed: 01/26/22
Signature: <u></u>	
Printed Name: Kevin Creed	
Title: Senior Director, Legal Affairs	
Date Signed: 01/26/22	

Appendix A

1. General Provisions - Wireless Voice And Data Services For NASPO Participating Addendum For Local Government

This PA shall automatically incorporate by reference the General Provisions - Wireless Voice and Data Services for NASPO Participating Addendum for Local Government, which can be found attached hereto as Appendix A-1.

2. Reporting

The Contractor shall provide the following management reports to the State Contract Administrator as reasonably requested. The reports shall reflect the agency's usage under the contract for the respective month/quarter. Reports shall be submitted in electronic format by email. Upon execution of the Purchase Order, the Authorized Purchasing Entities understand and agree that the Contractor may provide the State Customer Proprietary Network Information (CPNI) as part of Contractor's reporting obligations under the Contract for purposes of administering the Participating Addendum.

Listed below are the management reports that shall be provided:

a) Usage Report (quarterly):

The Contractor shall submit a Usage Report for the Total Wireless spend of all Authorized Purchasing Entities on a quarterly basis by the 45th day of the first month of the new quarter. This report shall be reviewed by the State Contract Administrator and shall correlate with the Administration Fee. The Usage Report shall contain the same fields as Attachment H (NASPO ValuePoint Cooperative Contract Detailed Sales Report) of the Contractor's Master Agreement.

b) Authorized Purchasing Entities Report (annually):

The Authorized Purchasing Entities Report shall be submitted to the State Contract Administrator annually by the 30th day of January. The report shall include the name of the Authorized Purchasing Entity, contact name, phone number and email address of the individual responsible for submitting purchase requests for each Authorized Purchasing Entity. This information will be used for the State Contract Administrator to communicate with the Authorized Purchasing Entity's regarding Contract expiration and transition options.

c) Custom Reports:

Authorized Purchasing Entities will have access to Contractor's order and support portal, which provides a variety of reporting tools, including account management reports, invoicing reports, order reports, and usage reports.

3. CONTRACTOR'S WEBSITE

The Contractor shall provide a website for Authorized Purchasing Entities to manage accounts, get product information, and to order Products and Services. The Contractor shall maintain, support and keep current a NASPO-specific contract website with current pricing, general contract information, and Contractor point of contact information.

4. LOCAL NUMBER PORTABILITY

Authorized Purchasing Entities may be able to transfer a Master Account User's Number to or from another provider with whom Contractor has a porting relationship in accordance with Contractor internal business policies.

5. OUT OF STOCK

The Contractor shall alert the Authorized Purchasing Entities at time of order, or within three (3) business days after order if a Product is out of stock or subject to backorder date for delivery. The Authorized Purchasing Entity has the option to cancel the Product and/or purchase another Product. Under no circumstances the Contractor will make unauthorized substitutions.

6. SHIPPED ORDERS

All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

7. ORDER ACKNOWLEDGEMENT

The Contractor shall provide the Authorized Purchasing Entities (via self-service in the Contractor's order and support portal) with an Order receipt acknowledgement within one (1) business day after receipt of Order. The Order receipt acknowledgement shall contain:

- a) Product(s) and/or Service plan(s) purchased
- b) Contractor order number
- c) Customer name, as designated by the Authorized Purchasing Entity
- d) Bill to address

- e) Ship to address

8. SHIPMENT CONFIRMATION

The Contractor shall provide a shipment confirmation to the Authorized Purchasing Entity (via self-service in the Contractor's order and support portal) on the day the Order is shipped. Shipment confirmation shall include, at a minimum:

- a) Phone number for new lines, if applicable
- b) Electronic Serial Number (ESN), International Mobile Equipment Identity (IMEI), or Mobile Equipment Identifier (MEID), if applicable
- c) Date shipped
- d) Tracking number

9. DELIVERY SCHEDULES

Delivery for Orders placed against this CA Agreement shall be in accordance with the following:

- a) Locations

Deliveries are to be made (statewide) to the location specified on the individual Purchase Order, which may include, but not limited to inside buildings, high-rise office buildings, and receiving docks.

- b) Schedule

The Contractor shall make reasonable efforts to deliver in-stock Products within five (5) business days after order receipt acknowledgement.

10. PACKING SLIP INFORMATION

All shipped Orders shall include a packing slip (via self-service in the Contractor's order and support portal) with the following information:

- a) Customer name, as designated by the Authorized Purchasing Entity
- b) Ship-to address
- c) Contractor Order number
- d) Description of items

11. INVOICING

Invoice content will vary depending on the type of Service. Invoices shall include data as defined below for an Authorized Purchasing Entity to validate charges.

The Contractor's Invoice shall include, at a minimum:

- a) Contractor name, address, and telephone number

- b) Authorized Purchasing Entity Name
- c) Invoice number
- d) Invoice date
- e) Account Number
- f) Line-item description
- g) Quantity purchased
- h) Unit of measure
- i) Unit Price
- j) Total Non-recurring Charges (NRC)/Total One-Time Charges
- k) Total Recurring Charges (MRC)/Total Monthly Recurring Charges
- l) State sales and/or use tax
- m) Total Adjustments
- n) Total Charges

The Authorized Purchasing Entity's obligation to make payment pursuant to the contract is subject to services completed and signed off by the Authorized Purchasing Entity and the availability of appropriation funds. Receipt of a Purchase Order under this Participating Addendum is proof of funds for that order.

12. WARRANTY

Equipment is covered by the manufacturer's consumer warranty that will be passed through to the Customer. The Contractor shall provide manufacturer's warranty information (terms and conditions, provider, etc.) to the Customer with all Equipment at the time of delivery. The Contractor shall work with the Customer to facilitate Equipment replacement.

13. DAMAGED, DEFECTIVE AND ITEMS SHIPPED IN ERROR

The Contractor shall provide credit and/or replacement for freight-damaged or defective Products within 48 hours after notification by the Authorized Purchasing Entity at no charge. This also includes incorrect Products shipped or an order entry error by the Contractor's customer service representative. The Contractor cannot require the Authorized Purchasing Entity to deal directly with the manufacturer. Additionally, the Contractor shall provide the Authorized Purchasing Entities with a prepaid and self-addressed container suitable for the return of the Products. Authorized Purchasing Entities shall not be assessed restocking fees or any other fees for items trialed and then returned as unacceptable for any reason.

14. ACTIVATIONS/TERMINATIONS/SUSPENSIONS AND ACCOUNT CHANGES

- a) Existing Equipment: The Contractor shall activate or suspend Service or make account changes on existing Product(s) and complete requested plan changes within 48 hours of notification by the Authorized Purchasing Entity. The Contractor shall provide the appropriate Authorized Purchasing Entity with an account change or suspension confirmation within 24 hours of a change or suspension request.
- b) New Equipment: The Contractor shall allow for Service activation on new equipment promptly following delivery of equipment, excluding activations involving number portability.
- c) Emergency Service Activation: In the event of emergency, i.e. State declaration of emergency during a disaster, the Contractor shall (subject to any force majeure rights available to Contractor) make commercially reasonable efforts to activate Products within 24 hours or less after request.
- d) Temporary Suspension and Reactivation: The Contractor shall suspend or reactivate lines within 48 hours of request. During periods of suspension, the line must not incur any charges and the wireless number must not change, provided that the suspension period does not exceed 90 consecutive calendar days or 180 total days in any year.

15. SERVICE PLAN CHANGES

There shall be no change fees or service plan term extensions when a subscriber changes service plans, unless expressly provided otherwise within the terms and conditions of the service plan(s).

16. PRODUCT RECALL

Authorized Purchasing Entities will be notified if a Master Agreement Product is affected by a product recall. The Contractor will provide notification and instructions on how to return or replace the Product.

17. ACCEPTANCE TESTING PERIOD

Inspection and acceptance will be in accordance with Section 15 of Attachment A (NASPO ValuePoint Master Agreement Terms and Conditions) to the Master Agreement.

APPENDIX A-1

**GENERAL PROVISIONS – WIRELESS VOICE AND DATA SERVICES
FOR
NASPO PARTICIPATING ADDENDUM FOR LOCAL GOVERNMENT**

Revised 12/14/2021

Issued By:

STATE OF CALIFORNIA

California Department of Technology

Statewide Technology Procurement

P.O. BOX 1910

RANCHO CORDOVA, CA 95741

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1. DEFINITIONS

The following terms shall be given the meaning shown below.

"Application Program" means a computer program intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

"Authorized Purchasing Entities" means any Local government entities defined as any city, county, city and county, district or other local governmental body empowered to expend public funds for the acquisition of goods. Additional qualifying entities include those that are either entirely 100% tax supported, a local governmental entity with a Joint Powers Agreement (JPA), or a federally recognized Indian Tribe.

State agencies or other state entities are not Authorized Purchasing Entities.

"Commercial Software" means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.

"CA Agreement" or "Contract" means the Master Agreement and the PA, together with all valid Purchase Orders submitted to the Contractor by an Authorized Purchasing Entity.

"Contractor" means the business entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.

"Deliverables" means Equipment (including Cellular Equipment) Services, Software, Information Technology, Telecommunications, Hardware, Documentation and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of Services.

"Documentation" means manuals and other printed materials necessary or useful to the Authorized Purchasing Entities in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the Authorized Purchasing Entities hereunder constitute Work Product if such materials are required by the Purchase Order.

"Equipment" is an all-inclusive term which refers either to individual machines or to a complete data processing system including its Hardware and Operating Software (if any), and Cellular Equipment.

"Equipment Failure" is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.

"Hardware" usually refers to computer Equipment and is contrasted with Software. See also equipment.

"Information Technology" includes, but is not limited to, all electronic technology systems and Services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, Telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce and all related interactions between people and Machines.

"Maintenance" includes: (i) remedial maintenance performed by the Contractor or manufacturer as a result of Services, Equipment or Software failure, and which is performed as required, i.e. on an unscheduled basis; or (ii) maintenance performed on a scheduled basis by the Contractor or manufacturer and is designed to keep the Equipment and/or Software in proper operating condition.

"Master Agreement" means the Contractor's State of Utah Cooperative Contract (NASPO ValuePoint Wireless Data, Voice, and Accessories), and any amendments thereto.

"Operating Software" means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

"Participating Addendum" or "PA" means the Participating Addendum under the NASPO ValuePoint Wireless Communication Services and Equipment to which these General Provisions are attached and into which these General Provisions are incorporated.

"Purchase Order" has the meaning given to it in the Master Agreement.

"Services" means any and all Services, including cellular Services required to be performed by the Contractor pursuant to Contract.

"Software" means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including operating software, Programming Aids, Application Programs, and Program Products.

"Software Failure" means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.

"State" means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

"System" means the complete collection of Hardware, Software and Services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.

"Telecommunications" means to include all Hardware, Software and Service components involved in the secure, efficient and reliable delivery of analog and digital data streams to and/or from government 'end systems'. Examples of the components that comprise a Telecommunications System are communications links, routers, switches, multiplexers, transmitters, repeaters, and firewalls. The end systems which are interconnected via a telecommunications system include discrete hardware and software elements that accept analog or digital data streams for storage, processing or conversion to an end user. Examples of end systems are servers, telephones, video displays, and handheld computing devices.

"Telecommunications Service" means the providing, allowing, facilitating, or generating of any form of Telecommunication through the use of a Telecommunications device over a Telecommunications system.

"Telecommunications System" means systems, Services or components that: (i) Do not create data except for use by the Telecommunications system or systems used to monitor or manage the Telecommunications system. (ii) Do not store data except transiently for purposes related to network routing, performance optimization or error recovery. (iii) Do not delete or modify data except for purposes related to the reliability, efficiency and security of the Telecommunications Service.

2. PURPOSE

These General Provisions-Wireless Voice and Data Services are part of the Participating Addendum ("PA") entered into between the State and the Contractor.

3. PARTICIPATING ADDENDUM EFFECTIVE DATE

The PA (including this Appendix A-1) signed by the Contractor shall not become effective until signed by the Department of Technology ("PA Effective Date").

4. IRREVOCABLE OFFER

From the date that the Contractor executes the PA ("Signing Date") until such time as the State executes the PA (but in no event beyond 90 days after the Signing Date), and as such process is further described herein, the PA constitutes the irrevocable, firm offer by the Contractor to provide the Services to the Authorized Purchasing Entities for the charges in accordance with the PA. The PA shall not be binding or of any legal force or effect on the State until the authorized execution of the PA by the California Department of Technology, as provided in Section 3 (Participating Addendum Effective Date).

5. COMPLETE INTEGRATION

The PA, including any documents incorporated herein by express reference (including the Master Agreement referenced in the PA), is intended to be a complete integration and there are no prior, contemporaneous, different, or additional agreements pertaining to the subject matter of the PA.

6. SEVERABILITY/SURVIVAL CLAUSE

If any provision of the PA is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the PA shall remain in full force and effect.

7. INDEPENDENT CONTRACTOR

The Contractor and the agents and employees of the Contractor, in the performance of the PA, shall act in an independent capacity and not as officers or employees or agents of the State or any Authorized Purchasing Entities.

8. APPLICABLE LAW

- a) The PA shall be governed by and interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this PA shall be in Sacramento County, Sacramento, California. Each party irrevocably submits to the sole and exclusive jurisdiction of the courts in Sacramento County, Sacramento California. To the extent Services in the PA are subject to the jurisdiction of the California Public Utilities Commission (CPUC), the CPUC shall have jurisdiction over the PA, and the PA and related Services may be subject to modification from time to time as the CPUC may so order in the exercise of their lawful jurisdiction. The United Nations Convention on Contracts for the International Sale of Equipment shall not apply to the PA.
- b) The Contractor, in conducting its business as required by the PA, shall comply with the Communications Act of 1934, as amended (including, but not limited to, the Telecommunications Act of 1996 and subsequent Acts), and as interpreted and

applied by the applicable regulatory authorities and courts and any applicable rules, regulations and decisions of the Federal Communications Commission (FCC) and the CPUC.

9. COMPLIANCE WITH STATUTES AND REGULATIONS

- a) The State, Authorized Purchasing Entities and the Contractor warrant and certify that in the performance of the PA, they will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State and Authorized Purchasing Entities against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State and Authorized Purchasing Entities will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that: (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State and Authorized Purchasing Entities operations or liability, or when involvement of the State and Authorized Purchasing Entities is otherwise mandated by law, the State and Authorized Purchasing Entities may participate in such action at their own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State and Authorized Purchasing Entities, affect principles of California government or public law, or impact the authority of the State and Authorized Purchasing Entities, the Department of Technology shall have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State and Authorized Purchasing Entities will reasonably cooperate in the defense and in any related settlement negotiations.
- d) To the extent that the PA falls within the scope of Government Code section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought against the Contractor pursuant to this section.
- e) In the event that any term or action required in the PA requires a regulatory filing, the Contractor shall make such filing and such action and/or term shall, to the extent applicable, be made effective pursuant to the rules of the FCC and/or the CPUC. To the extent applicable, the Contractor shall make the appropriate FCC filing in a timely manner with the rates being effective consistent with FCC requirements.

- f) In addition to the foregoing, the Contractor shall, after execution of the PA, make all necessary regulatory filings.

10. CONTRACTOR'S POWER AND AUTHORITY

- a) The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State and Authorized Purchasing Entities harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State and Authorized Purchasing Entities under the PA.
- b) The State and Authorized Purchasing Entities will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State and Authorized Purchasing Entities operations or liability, or when involvement of the State and Authorized Purchasing Entities is otherwise mandated by law, the State and Authorized Purchasing Entities may participate in such action at their own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State and Authorized Purchasing Entities, affect principles of California government or public law, or impact the authority of the State and Authorized Purchasing Entities, the Department of Technology will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State and Authorized Purchasing Entities will reasonably cooperate in the defense and in any related settlement negotiations.

11. ASSIGNMENT

The PA shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

12. WAIVER OF RIGHTS

Any action (other than an express written waiver) or inaction by the State and Authorized Purchasing Entities or the failure of the State and Authorized Purchasing Entities on any occasion, to enforce any right or provision of the PA, shall not be construed to be a

waiver by the State of its rights hereunder and shall not prevent the State and Authorized Purchasing Entities from enforcing such provision or right on any future occasion. The rights and remedies of the State and Authorized Purchasing Entities herein are cumulative and are in addition to any other rights or remedies that the State and Authorized Purchasing Entities may have at law or in equity.

13. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute the CA Agreement, the following order of precedence shall apply:

- 1) The PA including the General Provisions - Wireless Voice and Data Services.
- 2) The NASPO Master Agreement (Master Agreement), and any attachments thereto.
- 3) Purchase Order and related ordering documents such as Work Authorizations (subject to Section 4 of the PA).

14. SUBSTITUTIONS

Substitution of Deliverables may not be tendered without five (5) days advance written consent of the Authorized Purchasing Entities. The Contractor shall not use any specification in lieu of those contained in the PA without written consent of the Authorized Purchasing Entities.

15. SERVICE INTERRUPTIONS

The Contractor's liability for Service interruptions, if any, shall be limited to credit out of allowances provided for in the Master Agreement.

16. ENHANCEMENT OF CELLULAR SERVICE

The Authorized Purchasing Entities must obtain the Contractor's prior approval (which Contractor may withhold in its sole discretion) and written agreement before they may install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Cellular Service.

17. SAFETY AND ACCIDENT PREVENTION

In performing work on Authorized Purchasing Entities premises, the Contractor shall conform to any specific safety requirements required by law or regulation. The Contractor may consider any additional precautions as reasonably requested by the Authorized Purchasing Entities for safety and accident prevention purposes.

18.INSURANCE

The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Master Agreement.

19.TERMINATION FOR THE CONVENIENCE OF THE STATE

- a) The State may terminate this Contract for convenience if the Deputy Director, Department of Technology, Statewide Technology Procurement, or designee, determines that a termination is in the State's interest. The Deputy Director, Department of Technology, Statewide Technology Procurement, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof, such date not to be earlier than thirty (30) days from the date the notice is delivered.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - i. Stop work as specified in the Notice of Termination (except as required by any Disentanglement/Migration-Out Services).
 - ii. Place no further subcontracts for materials, Services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - iii. Terminate all subcontracts to the extent they relate to the work terminated.
 - iv. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than ninety (90) days after the effective date of termination, unless a different time is provided in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection c) above.
- e) Unless otherwise specified, upon the termination for convenience, the State shall have no obligation to pay the Contractor any amount other than in accordance with the terms of the this Contract the agreed upon price for Deliverables accepted by the State, adjusted for any savings on freight and other charges plus any unrecovered amortized capital costs originally identified in writing by the

Contractor and approved in advance by the State, calculated using Generally Accepted Accounting Principles.

20. TERMINATION FOR DEFAULT

Unless otherwise specified in the Contract:

- a) The State may, subject to the clause titled "Force Majeure", by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i. Deliver the Deliverables or perform the Services within the time specified in the Contract or any amendment thereto;
 - ii. Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii. Perform any of the material provisions of this Contract.
- b) The State's right to terminate this Contract under subsection a) above, may be exercised if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than thirty (30) days.
- c) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- d) Both parties, State and the Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- e) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability".

21. RIGHTS AND REMEDIES FOR DEFAULT

- a) In the event any Deliverables furnished or Services provided by the Contractor in the performance of the PA should fail to conform to the requirements herein, the Authorized Purchasing Entities may reject the same, and it shall become the duty of the Contractor to reclaim and remove the Deliverables promptly, including by providing the Authorized Purchasing Entities with appropriate instructions for returning the Equipment, or to correct the performance of the Services, without expense to the Authorized Purchasing Entities, and promptly replace or re-perform all such rejected Deliverables or Services, as applicable, with others conforming to the Contract.

- b) In addition to any other rights and remedies, the Authorized Purchasing Entities may require the Contractor, at the Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any direct damages sustained by the Authorized Purchasing Entities in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
- d) The Authorized Purchasing Entities reserves the right to offset the reasonable cost of all direct damages caused to the Authorized Purchasing Entities against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.

22. LIMITATION OF LIABILITY

- a) Except as may be otherwise approved by the California Department of Technology, Chief Technology Officer or designee, and subject to subsection b) below, the Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the Purchase Price. For purposes of this subsection a), "Purchase Price" will mean the aggregate PA price; except that, with respect to a Contract under which multiple Purchase Orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the Purchase Order for the Deliverable(s) or Service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each Purchase Order.
- b) The foregoing limitation of liability shall not apply (i) to any liability under the Section 9 (Compliance with Statutes and Regulations) (ii) to liability under Section 38 (Patent, Copyright, and Trade Secret Indemnity) or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims covered by any specific provision herein calling for liquidated damages; (iv) to claims arising under provisions herein calling for indemnification for third party claims against the State or Authorized Purchasing Entities for bodily injury to persons or damage to real or tangible personal property caused by the Contractor's negligence or willful misconduct; (v) to costs or attorney's fees that the State or Authorized Purchasing Entities becomes entitled to recover as a prevailing party in any action, or (vi) to direct costs of mitigation, remediation and/or notification obligations resulting from any data breach.

- c) Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State or Authorized Purchasing Entities be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that the Contractor's liability for such damages is specifically set forth in the Purchase Order or (ii) to the extent that the Contractor's liability for such damages arises out of subsection b) (i), b) (ii), or b) (iv) above.

23. STATEMENT OF ECONOMIC INTERESTS

As applicable, consultants can be categorized as a public official for purposes of adherence to Conflict of Interest laws and the filing of a Statement of Economic Interests (Form 700). As such, upon award and prior to beginning work, and on an annual basis, the consultant's staff and/or subcontractors (as applicable) engaged in performing the Services described in the PA are required to complete and submit a Form 700 to the State of California. To acquire an exemption from this requirement, consultant must submit a request to the Department of Technology, Statewide Technology Procurement explaining the basis for the request and the staff or subcontractor staff to be excluded on that basis. Form 700 and instructions can be accessed at the California Fair Political Practices Commission website, <http://www.fppc.ca.gov>.

24. ACCESS TO FACILITIES/FACILITIES ACCESS POLICIES

- a) The Authorized Purchasing Entities acknowledge that the Contractor or its employees and/or subcontractors (collectively the "Contractor Personnel") may work closely with the Authorized Purchasing Entities to implement and perform the Services by working on the premises of participating Authorized Purchasing Entities.
- b) The Authorized Purchasing Entities will ensure that Contractor Personnel have access to Authorized Purchasing Entities' Locations as reasonably necessary for the Contractor to provide the Services for which the Contractor is responsible.
- c) Contractor Personnel will coordinate with the Authorized Purchasing Entities as necessary to obtain access to Authorized Purchasing Entities' Locations to perform the Services, or to perform other obligations as contained herein.
- d) If, as part of Authorized Purchasing Entities' agency or standard policies and procedures regarding the Contractors working onsite, Authorized Purchasing Entities may require Contractor Personnel to comply with the Authorized Purchasing Entities standard access policies, prior to placing an order, that requires access to Authorized Purchasing Entities' Locations ("Standard Access Agreements"), the Authorized Purchasing Entities will: (i) provide a copy of or an

URL link to such Standard Access Agreements to the Contractor in advance of placing any order that requires access to the Authorized Purchasing Entities' Locations, or (ii) copies or references to Standard Access Agreements already executed by the Contractor that apply, if any, with a statement that those are still applicable to Contractor Personnel.

25. USE AND ADVERTISING USE OF DATA

The Contractor or its third party providers are not authorized to use, sell, resell, package or repackage or publicly display any information deemed by the Authorized Purchasing Entities as confidential, sensitive or personal information pursuant to the PA language or Authorized Purchasing Entities data without written express approval of the Authorized Purchasing Entities. This restriction includes key word searching or data mining of Authorized Purchasing Entities data.

26. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY

- a) Except to the extent arising out of an Authorized Purchasing Entities Representative's (as defined below) own negligence, the Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the Authorized Purchasing Entities, employees of the Authorized Purchasing Entities, persons designated by the Authorized Purchasing Entities for training, or any other person(s) other than agents or employees of the Contractor, designated by the Authorized Purchasing Entities for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the Authorized Purchasing Entities' place of business, provided that the injury or damage was caused by the fault, negligence, or willful misconduct of the Contractor.

The Contractor shall not be liable for damages solely arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

- b) The Contractor shall not be liable for damages solely arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

27. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the State and Authorized

Purchasing Entities, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, to the extent resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, Deliverables, Services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State and Authorized Purchasing Entities will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time (but no delay or failure to so notify the Contractor shall relieve it of its obligations under the PA except to the extent that Contractor has suffered actual prejudice by such delay or failure); and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State and Authorized Purchasing Entities operations or liability, or when involvement of the State and Authorized Purchasing Entities is otherwise mandated by law, the State and Authorized Purchasing Entities may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State and Authorized Purchasing Entities, affect principles of California government or public law, or impact the authority of the State and Authorized Purchasing Entities, the California Department of Technology shall have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State and Authorized Purchasing Entities will reasonably cooperate in the defense and in any related settlement negotiations.

28. SERVICE TAXES, FEES, SURCHARGES, AND SURCREDITS

- a) The Authorized Purchasing Entities shall be subject to Service taxes, fees, surcharges, and surcredits that are mandated by the government of the State of California (including the CPUC), and the federal government (including the FCC), as applicable. The Authorized Purchasing Entities shall be subject to Service taxes, fees, surcharges and surcredits mandated by the State and federal governments, and also as mandated by California local government jurisdictions and political subdivisions, as applicable. Mandates in effect at the time of award and as

hereafter mandated may be recovered from Authorized Purchasing Entities of the applicable Service.

- b) The Authorized Purchasing Entities reserves the right to verify, and if necessary, challenge the Contractor and the applicable regulatory authority, the application by the Contractor of Service taxes, fees, surcharges, and surcredits referred to in subsection a) above. Should the Authorized Purchasing Entities consider the application of such items to be inappropriate, the Authorized Purchasing Entities and the Contractor shall meet and confer regarding the applicability of such items. If thereafter a dispute exists regarding the proper application of such items, the parties may resolve such disputes in accordance with Section 40, Disputes. Either party may seek guidance or clarification from the applicable regulatory authority regarding the appropriate application of such items. If the application of such items is deemed inappropriate by the regulatory authority, the Contractor shall cease and/or revise the application of such items and, if appropriate, issue retroactive credits to the impacted Authorized Purchasing Entities.
- c) All charges under the PA are exclusive of applicable federal, state and local sales, use, excise, utility, and gross receipt taxes, other similar tax-like charges and surcharges. The Authorized Purchasing Entities will provide the Contractor the tax exemption certificates that comply with the requirements of the Internal Revenue Code and Regulations (i.e., see Internal Revenue Regulations section 49.4253-11 and IRS Publication 510 or their current equivalent versions). The Contractor agrees to exempt all Entities from federal excise taxes and E-9-1-1 taxes, all as applicable, promptly after the date the Contractor receives a duly authorized and valid exemption certificate. The Contractor agrees, for the purpose of federal exemption, that the State will act as the authorized agent for the PA in submitting exemption requests on behalf of all Authorized Purchasing Entities.

The Contractor shall be authorized to include as a separate line item a charge for reimbursement of sales tax or use tax expense that is incurred with respect to a sale of handsets, accessories, or other tangible property to Authorized Purchasing Entities, and the Authorized Purchasing Entities shall pay such sales tax or use tax reimbursement charge to the Contractor.

29. NEWLY MANUFACTURED EQUIPMENT

Except where requested by the Authorized Purchasing Entity or when Equipment is provided as a warranty replacement, all Equipment furnished under the PA shall be newly manufactured Equipment or certified as new and warranted as new by the manufacturer; used or reconditioned Equipment is prohibited, unless otherwise specified.

30. PARTICIPATING ADDENDUM MODIFICATION

- a) No amendment or variation of the terms of the PA shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the PA is binding on any of the parties.
- b) Any change to the Contractor's name will require a PA amendment. The State, upon notification and receipt of legal documentation indicating the name change from the Contractor, will process the required amendment, assuming no other change has been made to the business entity.

31. NEWS RELEASES

Any news releases, endorsements, advertising, and social media content pertaining to the PA shall not be made without prior written approval of the California Department of Technology and the applicable Authorized Purchasing Entity.

32. SOFTWARE LICENSE

Unless otherwise specified in the Purchase Order, the Contractor hereby grants to the Authorized Purchasing Entities and the Authorized Purchasing Entities accepts from the Contractor, subject to the terms and conditions of this Contract, a royalty-free, non-exclusive right to the use of Software Products in this Contract. The Authorized Purchasing Entities may use the Software Products only in connection with the use of the Service and according to the licensing terms specified in the Contract. Acceptance of the Software (including any click-to-accept (Click Wrap) third party Commercial Software/EULAs associated with Services sold under this Contract) will be governed by the terms and conditions of this Contract.

33. PROTECTION OF CONTRACTOR FURNISHED PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA

- a) The Authorized Purchasing Entities agree that all material appropriately marked or identified in writing as proprietary, and furnished by the Contractor hereunder are provided for the Authorized Purchasing Entities exclusive use for the purposes of the PA only. All such proprietary data shall remain the property of the Contractor. The Authorized Purchasing Entities agree to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.
- b) The Authorized Purchasing Entities will insure, prior to disposing of any Contractor furnished media, that any licensed materials contained thereon have been erased or otherwise destroyed.

- c) The Authorized Purchasing Entities agree that they will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to the Contractor furnished licensed software and other proprietary data to satisfy its obligations in the PA with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

34. FUTURE RELEASES

Unless otherwise specifically provided in the Purchase Order, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the Contractor, and are made available to other licensees, they will be made available to the Authorized Purchasing Entities at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the Authorized Purchasing Entities at the Authorized Purchasing Entities option at a price no greater than the Master Agreement price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

35. ENCRYPTION & AUTHORIZATION KEYS

Upon initiation of Service, the Contractor, where applicable, shall provide all encryption and authorization keys required by the Authorized Purchasing Entities to operate or access the Software Products, Services or Equipment.

36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY

- a) The Contractor will indemnify, defend, and hold harmless the State and Authorized Purchasing Entities, its officers, agents and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product, equipment or service provided hereunder. With respect to claims arising from Equipment or Software manufactured by a third party and sold by the Contractor, pursuant to this Contract, the Contractor will pass through to the State and Authorized Purchasing Entities such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, the Contractor will provide the State and Authorized Purchasing Entities with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this section. The provisions of the preceding sentence apply only to third party Equipment or Software sold as a

distinct unit and accepted by the State and Authorized Purchasing Entities. Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this subsection will be conditional upon the following:

- i. The State and Authorized Purchasing Entities will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - ii. The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that: (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State and Authorized Purchasing Entities operations or liability, or when involvement of the State and Authorized Purchasing Entities is otherwise mandated by law, the State and Authorized Purchasing Entities may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State and Authorized Purchasing Entities, affect principles of California government or public law, or impact the authority of the State and Authorized Purchasing Entities, the California Department of Technology will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State and Authorized Purchasing Entities will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Deliverables (including any Software or Equipment) or Cellular Service, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State and Authorized Purchasing Entities shall permit the Contractor, at its option and expense either (i) to procure for the State and Authorized Purchasing Entities the right to continue using the Deliverables or Cellular Service (ii) to replace or modify the same so that they become non-infringing or (iii) discontinue Cellular Service to the infringing lines and refund any amounts prepaid by the State and Authorized Purchasing Entities for such Service for the period after the State and Authorized Purchasing Entities cease use of the Deliverables or Cellular Service. If none of these options can reasonably be taken, or if the use of such Deliverables or Service by the State and Authorized Purchasing Entities shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State and Authorized Purchasing Entities in procuring substitute Deliverables. If in the reasonable, good faith opinion of the State and Authorized Purchasing Entities, the return of such

infringing Deliverables makes the retention of other Deliverables or the use of Services acquired from the Contractor under the PA impractical, the State and Authorized Purchasing Entities shall then have the option of terminating such PAs or applicable Purchase Order thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State and Authorized Purchasing Entities has paid the Contractor less any reasonable amount for use or damage.

- c) The Contractor shall have no liability to the State and Authorized Purchasing Entities under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - i. The combination or utilization of Cellular Service furnished hereunder with Equipment, Software, or devices not provided or made available by the Contractor; or,
 - ii. The operation of Equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor or manufacturer-supplied operating software; or
 - iii. The unauthorized modification by or on behalf of the State and Authorized Purchasing Entities of the Equipment or Software furnished hereunder; or
 - iv. Any illegal or unauthorized use of the Cellular Service; or
 - v. The Authorized Purchasing Entities continuance of an infringing activity after being notified thereof; or
 - vi. Any negligent or willful act or omission by or attributable to the Authorized Purchasing Entities.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that Authorized Purchasing Entities funds will not be used in the performance of the PA for the acquisition, operation, or maintenance of Software or Equipment in violation of U.S Intellectual Property laws.

37. EXAMINATION AND AUDIT

Unless otherwise specified in the Purchase Order:

- a) Without limiting any examination or audit rights, or other rights of the State and Authorized Purchasing Entities set forth in the Contract, the Contractor agrees that the State and Authorized Purchasing Entities, or its designated representative, shall have the right, to audit, review and copy any records and supporting documentation pertaining to performance of and invoicing under this Contract. The Contractor agrees to maintain such records for possible audit for a minimum

of four (4) years after final payment and five (5) years for Federal Universal Service Fund ("E-rate") funded projects, unless a longer period of records retention is stipulated or required by law. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. The State and Authorized Purchasing Entities agrees to take all reasonable steps to ensure that such information is not disclosed to third parties, subject to the California Public Records Act or other lawful process (e.g. in response to a subpoena).

- b) For avoidance of doubt, audits may include those conducted by personnel of the State and Authorized Purchasing Entities, or its designated representative, in performance of PA oversight responsibilities in reviewing invoices, monthly fiscal management and/or other required reports, as well as the application of Service taxes, fees, surcharges and surcredits on invoices.
- c) Subject to the Disputes clause, if an audit reveals that the Contractor has overcharged the State and Authorized Purchasing Entities for Service(s) during the period to which the audit relates, then the Contractor shall promptly refund such overcharges to the State and Authorized Purchasing Entities as appropriate, and, if the amount of the overcharge (offset by any undercharges revealed by such audit) is more than five percent (5%) of the Contractor's charges to the State and Authorized Purchasing Entities for such Service(s) for such period, the reasonable cost of such audit (including any imputed costs of State and Authorized Purchasing Entities for audits performed by the State and Authorized Purchasing Entities itself) shall be borne by the Contractor.
- d) If any audit reveals an inadequacy or insufficiency of the Contractor's performance, including performance in connection with any security obligations of the Contractor as set forth in this Contract, the Contractor shall promptly develop and provide to the State and Authorized Purchasing Entities, for approval, a reasonable and detailed corrective action plan and promptly thereafter implement such plan in accordance with its terms. In addition, the cost of such audit, and subsequent related audits or audit activity, shall be borne by the Contractor in the event that: (i) the State and Authorized Purchasing Entities specifically identifies a particular deficiency with respect to the Contractor's performance of any particular Service; and (ii) The Contractor either denies or fails to cure such identified deficiency within thirty (30) calendar days. Further, the Contractor agrees to include an equivalent right of the State and Authorized

Purchasing Entities to audit records and interview staff in any subcontract related to performance of and invoicing under this Contract.

- e) Notwithstanding anything to the contrary in this section, the State and Authorized Purchasing Entities or any auditing body or its designated representative, agrees that it will not exercise the audit rights described in this section more than once per calendar year, however, any follow-up reviews or other investigations related to an audit initiated under this section may be conducted at any time and upon reasonable notice.
- f) Where the Contractor conducts an internal audit of the Contractor's performance under the PA which shows any significant failures by the Contractor to meet its obligations hereunder, the Contractor shall provide to the State and Authorized Purchasing Entities a written summary describing in reasonable detail such findings of such internal audit. If the Contractor determines at any time that it has overcharged any Authorized Purchasing Entities, then the Contractor shall promptly provide to the applicable Authorized Purchasing Entities a credit equal to the amount of such overcharge plus interest from the date of the Contractor's receipt of such overcharge at a rate which is consistent with the rate provided in the California Prompt Payment Act, Government Code section 927 et seq.
- g) The Contractor agrees that (i) the State or its designees will have the right to obtain, copy and review all billing records of public or local government entities purchasing under this PA; and (ii) the State and Authorized Purchasing Entities may forward audit results showing call rate discrepancies to the CPUC.

38. CONTINUING STANDARDS OF PERFORMANCE FOR CONTRACTOR SERVICES

Unless otherwise specified in the Purchase Order:

a) Applicability:

The Contractor agrees that subsequent to completion of the successful performance period and acceptance of the Services by the Authorized Purchasing Entities, the Contractor will comply with the availability and/or performance requirements and criteria established in the PA throughout the full PA Term, including any extensions.

b) Causes and Effects of Contractor Service Malfunctions:

- i. The Authorized Purchasing Entities recognize that Equipment failures do occur, and that software is not infallible. Moreover, the Authorized Purchasing Entities concedes that conditions external to Equipment may cause it to fail, particularly environmental conditions, that are outside the Equipment design

operating parameters. The Authorized Purchasing Entities agree, therefore, that unsatisfactory Contractor Service performance which is outside the control of the Contractor will not be considered in a determination of the level of performance.

- ii. In the event the Contractor's Service failure or unsatisfactory performance is a result of factors external to the PA, the Contractor agrees to make appropriate recommendations to the Authorized Purchasing Entities in order that such external factors may be corrected to preclude future problems of a similar nature. Within five (5) business days after such failure occurs, the Contractor shall meet and confer with the Authorized Purchasing Entities regarding appropriate next steps, which may include preparation, for the Authorized Purchasing Entities review, comment and approval, of a milestone-based action plan making such recommendations and corrections described in the preceding sentence.
- iii. In the event that the precise cause of a failure cannot be readily determined, both the Authorized Purchasing Entities and the Contractor shall continue to research the situation until the probable cause has been identified or until agreement is reached that the probable cause cannot be identified. Within five (5) business days after such failure occurs (or such other timeframe specified in the solicitation), the Contractor shall meet and confer with the Authorized Purchasing Entities regarding appropriate next steps, which may include preparation, for the Authorized Purchasing Entities review, comment and approval, of a milestone-based action plan for researching the probable cause of the failure.

c) Levels of Performance Required

The Contractor shall perform the Deliverables or Services at the levels of quality, completeness, accuracy, timeliness, responsiveness and efficiency that are consistent with the accepted industry standards or Service Level Agreements applicable to the performance of such Deliverables and the Services or, if higher, the levels of the same received by the Authorized Purchasing Entities prior to the Effective Date and as set out in applicable Service performance exhibits or the Purchase Order, agreed upon by the parties and incorporated into the Contract. Without limiting the foregoing or other obligations of the Contractor, for those Deliverables, requirements, and Services for which the Purchase Order specifies a particular Service level, the Contractor shall provide all Deliverables, requirements, and Services at levels at least in accordance with such Service levels.

d) Remedies for Unacceptable Levels of Performance

The remedies provided in this section shall be in addition to any remedies regarding Warranty. If a Contractor Deliverable, requirement, or Service does not meet the minimum level of performance as set forth in the Purchase Order, the remedy or process for correction set forth in the Purchase Order will be followed by the parties. If the specific Deliverable or Service has no remedy or process for correction set forth in the Purchase Order, Authorized Purchasing Entities shall promptly notify the Contractor in writing of such unacceptable performance and the impact on the Authorized Purchasing Entities, and the Contractor shall promptly initiate action to remedy the unsatisfactory performance. The Contractor shall, at its option, take one or more of the following actions to correct the situation:

- i. Provide on-site Contractor personnel for analysis of the problem;
- ii. Replace the faulty Equipment, Deliverable or Service;
- iii. Provide substitute Equipment, Deliverable or Service satisfactory to the Authorized Purchasing Entities;
- iv. Modify the Equipment, Deliverable or Service; or
- v. Take any other action with which the Authorized Purchasing Entities concurs.

If the Contractor fails to correct an unacceptable level of performance with respect to any Equipment, Deliverable, or Service to the requirements of the PA during the thirty (30) calendar days following receipt of written notice from the Authorized Purchasing Entities (or such other timeframe specified in the Contract), the Authorized Purchasing Entities and the Contractor can mutually agree to extend the time to a specified date. If the Contractor fails to correct the situation to the satisfaction of the Authorized Purchasing Entities by the end of the specified time period, then, without limiting any other remedy specified in the Contract, the Authorized Purchasing Entities may (i) secure replacement Equipment, Deliverables or Services with the Contractor responsible for payment of Costs to Cover, and/or (ii) terminate that portion of the Purchasing Order relating to the deficient equipment, Deliverable, Requirement, or Service. The above-described remedies are not intended to constrain either party from any other action mutually agreed to by the Contractor and the Authorized Purchasing Entities as being more appropriate or to limit any of the Authorized Purchasing Entities other rights and remedies under this Contract, at law or in equity, including the exercise of Section 46 (Set-Off Rights).

e) Replacement or Substitution of Equipment by the Contractor

If the Contractor, in an attempt to improve the level of performance, replaces or substitutes Equipment or Service that meets all of the PA requirements, such

replacement or substitution shall be at no cost to the Authorized Purchasing Entities.

f) Review of Performance

The Contractor's performance will be periodically evaluated in accordance with the Service levels for each Service delivered throughout the term of this Contract. In accordance with the California Government Code, the Contractor performance evaluation will be completed within the guidelines of the State Administrative Manual.

39. AVAILABILITY

- a) If at any time after award of this Contract, the Contractor becomes unable to provide any part of its contracted Services, the Contractor must, within ten (10) Business Days, notify the Authorized Purchasing Entities in writing to seek a potential resolution, and if appropriate, propose a replacement of those Services which it can no longer provide. The replacement must be at no cost to the Authorized Purchasing Entities, and shall be materially equivalent to or exceed the proposed Service which was previously offered and accepted by the Authorized Purchasing Entities in the Contractor's Final Bid or awarded Contract.
- b) The Authorized Purchasing Entities reserve the sole right to determine if the proposed replacement is acceptable. An inability to provide a Mandatory requirement may be grounds for PA termination in whole or in part.

40. DISPUTES

Unless otherwise specified in the Contract:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally.
- b) If the dispute persists, the Contractor shall submit to the Authorized Purchasing Entities' Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this PA. The Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the applicable Purchase Order, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Purchase Order adjustment for which the Contractor believes the Authorized Purchasing Entities are liable. The Authorized Purchasing Entities' Director or designee shall have thirty (30) days after receipt of

the Contractor's written demand invoking this Section 42 (Disputes) to render a written decision. If a written decision is not rendered within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a decision adverse to the Contractor's contention.

- c) If the Contractor is not satisfied with the decision of the Authorized Purchasing Entities' Director or designee, the Contractor may appeal the decision, in writing, within fifteen (15) days of its issuance (or the expiration of the thirty (30) day period in the event no decision is rendered by the Authorized Purchasing Entities, to the Department of Technology, Statewide Technology Procurement Deputy Director or designee, who shall have thirty (30) days to render a final decision. If the Contractor does not appeal the decision of the Authorized Purchasing Entities' Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court.
- d) Pending the final resolution of any dispute arising under, related to or involving this PA, the Contractor agrees to diligently proceed with the performance of the applicable Purchase Order.
- e) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department of Technology Statewide Technology Procurement Deputy Director or designee if an appeal was made. If Department of Technology Statewide Technology Procurement Deputy Director or designee fails to render a final decision within thirty (30) days after receipt of the Contractor's appeal for a final decision, it shall be deemed a final decision adverse to the Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

41. STOP WORK

- a) The Authorized Purchasing Entities may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by the applicable Purchase Order for a period of forty-five (45) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of forty-five

(45) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Authorized Purchasing Entities shall either: (i) Cancel the Stop Work Order; or (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of the PA.

- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The Authorized Purchasing Entities shall make an equitable adjustment in the delivery schedule, the Purchase Order price, or both, and the Purchase Order shall be modified, in writing, accordingly, if: (i) The Stop Work Order results in an increase in the time required, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and (ii) The Contractor asserts its right to an equitable adjustment within sixty (60) days after the end of the period of work stoppage; provided, that if the Authorized Purchasing Entities decides the facts justify the action, the Authorized Purchasing Entities may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State and Authorized Purchasing Entities shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

42. COVENANT AGAINST GRATUITIES

The Contractor represents and warrants to the State that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the PA or securing favorable treatment with respect to any determinations concerning the performance of the PA. For breach or violation of this representation and warranty, the State shall have the right to terminate the PA, either in whole or in part. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

43. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Government Code sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes

of action it may have under section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with section 16700, or Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Equipment, material and other items, or Services by the supplier of sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.

- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (i) The assignee has not been injured thereby, or (ii) The assignee declines to file a court action for the cause of action.

44. RECYCLING

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code section 12200 -12209, in products, materials, Equipment, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of section 12209.

The certification shall be provided by the Contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subsection shall specify that the cartridges so comply (Public Contract Code section 12205(b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, Equipment, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. The Contractor is to use, to the maximum extent economically feasible in the performance of the PA work, recycled content products (Public Contract Code section 12203(d)).

45. CHILD SUPPORT COMPLIANCE ACT

For any PA in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code section 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

46. SET-OFF RIGHTS

Notwithstanding anything to the contrary in this Contract, and in addition to the other rights of the State and/or the applicable Authorized Purchasing Entities hereunder with respect to disputing invoices or withholding amounts, the State and/or the Authorized Purchasing Entities, in its sole discretion, may set off against any and all amounts otherwise payable to the Contractor pursuant to any of the provisions of this Contract: (i) any and all amounts claimed by the State and/or the Authorized Purchasing Entities in good faith to be owed by the Contractor to the State and/or the Authorized Purchasing Entities to any of the provisions of this Contract; and (ii) any and all amounts that the State and/or Authorized Purchasing Entities believes in good faith that it does not owe to the Contractor pursuant to any of the provisions of this Contract. Within twenty (20) calendar days after any such set-off by the State and/or applicable Authorized Purchasing Entities, the State and/or applicable Authorized Purchasing Entities shall provide the Contractor with a written accounting of such set-off, a written statement of the reasons therefore, and a reasonable opportunity to meet and discuss the claimed set-off. In the event the Contractor does not agree with the set-off applied, the Contractor or Authorized Purchasing Entities may contact the State to seek equitable resolution or exercise its rights under applicable law.

47. CONTRACTOR PERSONNEL

- a) When the Contractor needs access to Authorized Purchasing Entities' premises to perform the required Services under this Contract, the Contractor personnel shall perform their duties during Authorized Purchasing Entities' regular work days and

normal work hours, except as may be specifically agreed to otherwise by the Authorized Purchasing Entities and the Contractor.

- b) The Authorized Purchasing Entities reserve the right to disapprove the continuing assignment of the Contractor personnel working on Authorized Purchasing Entities' premises. If the Authorized Purchasing Entities exercise this right, and the Contractor cannot immediately replace the disapproved personnel, the Authorized Purchasing Entities agree to an equitable adjustment in schedule or other terms that may be affected hereby.
- c) The Contractor will make every effort consistent with sound business practices to honor the specific, commercially reasonable request of the Authorized Purchasing Entities with regard to assignment of its employees; however, subject to the above paragraph and the paragraph below, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make reasonable effort to provide suitable substitute personnel.

The Contractor represents that the individuals designated as PA Contact in the PA are, and promises that any subsequent PA Contact shall be, experienced professionals, possessing the appropriate knowledge, skills, and expertise to perform properly their assigned duties. The Contractor may transfer or terminate PA Contact at any time in the event the needs of the Contractor's business support a transfer, or the individual is eligible for a promotion or other positive type of employment opportunity, or the individual's personal life experience requires a transfer, or the individual's employment is terminated for "good cause" (which term, as used in this Contract, means cause for termination, including a lay-off, as determined in accordance with the Contractor's employment policies, consistently applied). The Contractor shall exercise every reasonable effort to notify the State prior to the transfer of PA Contact to another position within the Contractor's organization, including upon any such replacement or reassignment if the function being performed by the individual being replaced or reassigned is eliminated from the Services. If any of the PA Contact is reassigned, becomes incapacitated, or ceases to be employed by the Contractor, and therefore becomes unable to perform the functions or responsibilities assigned to such person, the Contractor shall promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced.

The parties acknowledge that qualifications include a mix of experience and

education and that equally qualified individuals may have different mixes thereof. The Contractor shall cause its subcontractors to comply with this provision with respect to any of individuals of such subcontractors that are designated as PA Contact.

48. CONTRACTOR BUSINESS RELATIONSHIP RESPONSIBILITY

The Contractor shall cooperate in good faith with the State and Authorized Purchasing Entities and the other contractors as necessary, including participation in any advisory forum established by the State and Authorized Purchasing Entities and the establishment of business processes that facilitate the orderly Transition, Migration, and Transfer of Authorized Purchasing Entities to other said Services and the implementation of any other ongoing provisioning support for Services.

49. PROVISIONING OF DELIVERABLES AND SERVICES

The Authorized Purchasing Entities may order Deliverables and Services under the PA by issuing the appropriate Purchase Order. The Contractor will not commence provisioning Deliverables or Services for a given Authorized Purchasing Entities until the Contractor receives a complete, signed, accepted, and accurate order form.

50. NEED FOR CONTRACTOR SERVICES DUE TO EMERGENCY

Unless otherwise specified in the Purchase Order, an emergency is defined in Public Contract Code Section 1102: "Emergency," as used in this code, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public Services.

- a) The Contractor shall make reasonable effort to assist the Authorized Purchasing Entities in procuring use of the Contractor Services consistent with that provided under the PA to meet emergencies. The price for such compatible Services shall be reasonably set by the Contractor and, to the extent possible, shall be no greater than the PA rates set forth in the PA.
- b) The Authorized Purchasing Entities, at its option, may accept or reject the use of emergency equipment.

51. NON-EXCLUSIVE AGREEMENT

Nothing in the PA shall be construed as a requirements contract or interpreted as preventing the Authorized Purchasing Entities from obtaining, consistent with Authorized Purchasing Entities policy, any portion, component, subset or all of the Services offered under the terms and conditions of the PA, or any other Services (analogous, similar, comparable or otherwise) from third parties, or providing the same to itself. Nor shall

anything in the PA be construed or interpreted as limiting the Authorized Purchasing Entities right or ability during the Term of the PA to increase or decrease its demand for Services hereunder. To the extent the Authorized Purchasing Entities, consistent with Authorized Purchasing Entities policy, obtains from third parties, or provides to itself, replacement Services for any of the Services hereunder, the amount to be paid to the Contractor by the Authorized Purchasing Entities will be for Products and Services delivered and for the remaining Products and Services.

52. CHARGES

Unless otherwise specified in the Purchase Order (or rate plan thereunder):

The Contractor agrees that the Authorized Purchasing Entities are not subject to any minimum monthly usage charges for any Services contracted under this Contract.

- a) The Contractor agrees that Services not identified in the PA may not be provided nor charged to the Authorized Purchasing Entities pursuant to the PA, but that the Contractor may use the invoicing process of the PA so as to allow for invoicing of Services not related to the PA, provided that such items are clearly identified as not related to the PA and the Contractor otherwise complies with the requirements in the PA related to invoicing.
- b) The Contractor agrees that charges not identified in the PA may not be assessed to the Authorized Purchasing Entities in accordance with subsection a).
- c) Invoices for all contracted Services shall not be subject to late payment charges prior to the Purchase Order defined due date.

53. CONTRACTOR COMMITMENTS AND REPRESENTATIONS

Any written commitment by a duly authorized representative of the Contractor within the scope of the PA shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for performance deficiency charges or other damages due to the Authorized Purchasing Entities as set forth herein. Such written commitments include but are not limited to:

- a) Any warranty or representation expressly made by the Contractor as to Deliverables, Service, equipment or software performance, total System performance, or other physical design or functioning characteristics of a Machine or software System.
- b) Any warranty or representation expressly made by the Contractor concerning the characteristics of the items described in (a) above, made in any publication, drawings, or specifications accompanying or referred to in the PA.

- c) Any written notification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations and which is incorporated into a formal amendment to the PA .

54. SERVICE TO PUBLIC ENTITIES AND LOCAL GOVERNMENT AGENCIES

In accordance with Government Code Section 11541, the Contractor agrees to provide Service to all Authorized Purchasing Entities in the State pursuant to the PA and hereby acknowledges that the State is not responsible for payment, Deliverables, requirements or services rendered these entities. The Contractor agrees that it shall have no recourse against the State for any act or omission of the Authorized Purchasing Entities, which arises from the Contractor furnishing Equipment or Services pursuant to the PA. The Contractor understands and acknowledges that under the PA the State neither promises nor guarantees any minimum amount of revenue for the Contractor or minimum amount of Deliverables, requirements, or Services to be purchased.

55. SERVICE COSTS

The Contractor's list of Service and product descriptions accepted by the Authorized Purchasing Entities shall correlate the Service to the associated PA rates as applicable under the PA. All Service costs will include all monthly recurring and usage charges, volume discounts, and non-recurring charges as applicable. Listed pricing will include all elements necessary to configure an instance of working Service including activation, delivery, and training. Any no-cost items will be clearly identified and any Service elements without associated pricing will be considered no charge items.

56. FEDERAL UNIVERSAL SERVICE FUND

Federal Grant programs are available to schools and libraries under the Universal Service Fund. This program, also referred to as E-rate funding, provides support to schools and libraries in accessing telecommunications Services. To the extent such programs are applicable to the Services under the PA, as determined by the Authorized Purchasing Entities, or required by law, the Contractor agrees to:

- a) Provide PA Services to public entities qualified for Universal Service Fund Support;
- b) Be certified as a Universal Service Administrative Company (USAC);
- c) Meet Federal requirements for timeliness and accuracy in processing E-rate and other USAC program request and invoicing; and

57. EXISTING EQUIPMENT & TITLE TO EQUIPMENT

- a) The Contractor agrees to reasonably accommodate Authorized Purchasing Entities and utilize existing equipment. The Contractor's proposed Services shall

reasonably accommodate the use of such existing Authorized Purchasing Entities' equipment.

Title to equipment, accessories, and devices provided under the PA shall not vest in the State, unless such items are purchased by the State. All devices and accessories furnished by the Contractor hereunder, except those purchased by the Authorized Purchasing Entities, shall accompany the equipment when returned to the Contractor.

58. UNLAWFUL USE

Authorized Purchasing Entities will not use any Service for any unlawful purpose. Without limiting any other remedy specified in the PA, the Contractor reserves the right to take any action it deems necessary to prevent unlawful use and to control fraudulent use. Such actions by the Contractor may include, but are not limited to, blocking certain traffic, refusing to accept calling card, collect calling and or third number calls, or discontinuing provision of Service to the End-User or canceling the End-User's account.

59. DISENTANGLEMENT (MIGRATION-OUT)

- a) Term Migration-Out shall be synonymous with Disentanglement. The Migration-Out shall begin on the earlier of the following dates, as applicable, the "Migration-Out Commencement Date": (1) as elected by the State, up to sixty (60) calendar days prior to the end of the PA Term that the State has not elected to extend pursuant Section 3 (PA Effective Date) or has already extended fully as permitted under this section; or (2) the date a Notice of Termination is delivered pursuant to Section 19 (Termination for the Convenience of the State) or Section 20 (Termination for Default); or (3) the Authorized Purchasing Entities' election pursuant to Section 54, Non-Exclusive Agreement, to obtain any portion, component, subset or all of the Services offered under the terms and conditions of the PA, or any other Services (analogous, similar, comparable or otherwise) from third parties, including other Contractors, or to provide the same to itself. The Contractor shall provide Migration-Out Services until it has completed the obligations of this Section.

The Contractor's obligation to continue to provide the affected Services shall continue until the earlier of (i) completion of a migration to a new Service provider as provided in this Section, or (ii) eighteen (18) months after the effective date of any termination or expiration. During Migration-Out, the Contractor shall continue to provide Service(s) in a manner consistent with the Contractor's provision and performance of such Service(s) during the period such Service(s) were provided to the Authorized Purchasing Entities hereunder.

- b) Subject to the performance by the Authorized Purchasing Entities and any subsequent provider of similar Services, the Contractor shall cooperate fully with the Authorized Purchasing Entities and third parties and shall take all actions requested by the Authorized Purchasing Entities or as necessary to accomplish a smooth, complete conversion of responsibility for the Services being terminated from the Contractor to the Authorized Purchasing Entities, or to any replacement provider designated by the Authorized Purchasing Entities (a "Migration-Out"), with no material interruption of, or adverse impact on, the Authorized Purchasing Entities in any way, including on the Services. In the event the Authorized Purchasing Entities elects to terminate any Service (but not all Services in the aggregate) pursuant to the terms hereof, the Contractor shall perform its Migration-Out obligations hereunder to the extent applicable to the Service or Services being terminated. The Contractor's obligations hereunder regarding the collection and payment to the California Department of Technology of administrative fees shall continue throughout Migration-Out.
- c) If the Authorized Purchasing Entities determines that the Contractor has not complied, or is unlikely to comply, with Migration-Out requirements identified in the Migration-Out Plan, and such non-compliance was a direct result of the Contractor, Subcontractor or supplier, and not due to any third party or situations outside the control of the Contractor, as determined by the Authorized Purchasing Entities, the Authorized Purchasing Entities may give written notice to the Contractor of non-compliance. After such notice, the Contractor shall provide to the Authorized Purchasing Entities all necessary additional Contractor personnel to accelerate performance as may be required or necessary to timely achieve compliance or, if the Contractor has already failed to comply, achieve compliance within a re-adjusted time frame established by the Authorized Purchasing Entities. The Contractor shall have seven (7) calendar days, or longer if agreed to by the Authorized Purchasing Entities in writing, to achieve compliance.

For each material Migration-Out requirement not completed after the notice of non-compliance period, the Authorized Purchasing Entities shall be entitled to invoice the Contractor for up to \$2,000 per day for each material deficiency, not to exceed \$10,000 per day for all deficiencies until the Contractor is in material compliance with the requirements of the Migration-Out Plan. The Contractor may exercise its dispute rights under Section 42 (Disputes), in the event that the Contractor disagrees with the Authorized Purchasing Entities application of this Section; however, pending final resolution of any dispute, the Contractor shall diligently proceed without disruption or delay with the performance of the Migration-Out Plan.

All Migration-Out Services performed by the Contractor during the conversion shall be performed by the Contractor at no additional cost to the Authorized Purchasing Entities beyond what the Authorized Purchasing Entities would pay for the Services.

The Contractor shall provide to the Authorized Purchasing Entities all their data and documentation and other information reasonably requested by the Authorized Purchasing Entities in connection with the conversion that is sufficient to enable the Authorized Purchasing Entities, or another reasonably competent Service provider, to fully assume the provision of any terminated Services. Except as the Contractor is otherwise required to retain such data under the PA or by law, the Contractor shall destroy all copies of Customer data not turned over to the Authorized Purchasing Entities.

The Contractor shall export all artifacts and data to the requesting Customer. The Authorized Purchasing Entities reserves the right to define export data formats, storage media type, locations to which data is to be delivered, and other special criteria deemed necessary for successful Migration-Out.

- d) To the extent applicable to the Services provided by the Contractor hereunder, the Contractor shall provide to the Authorized Purchasing Entities as complete and accurate an inventory as is reasonably practicable and such other information regarding such items as the Authorized Purchasing Entities reasonably requests and is necessary for Migration-Out of Services.

60. SUBCONTRACTORS

As prime vendor, Contractor is responsible for overall service performance and requires the ability to manage its subcontractors as necessary to fulfill the overall service performance if and when a subcontractor is required.

As additional clarification, Contractor does not consider local exchange carriers to be Contractor's subcontractors and will not be responsible for the actions or inactions of access providers. In addition, Contractor does not consider subcontractor requirements set forth in this PA to be applicable to any agreements, subcontracts or other business arrangements between Contractor and its affiliates, roaming partners, suppliers, subcontractors or any third-parties relating to the provision of any Products or Services purchased or used by a customer (collectively, "General Supply & Support Agreements") where such General Supply and Support Agreements were entered into for the purpose of providing Products and Services to Contractor's customers generally (as opposed to specifically for the applicable Authorized Purchasing Entity).

61. SECURITY AND POLICIES

Unless otherwise specified in the PA or Purchase Order:

At all times during the Term, in addition to any other requirements in the PA, at all times during the Term, the Contractor shall provide all Services, use all resources related thereto, and use, operate, support, and maintain any systems, in an appropriately secure and commercially reasonable manner ("**Security Policies**").

The Contractor shall at all times take all reasonably necessary and appropriate action with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to and use of systems and the networks involved with the provision or receipt of Services, including the implementation and deployment network management and maintenance applications and tools, the use of appropriate encryption technologies, and other security-related Services. In addition, with respect to the premises of the State and Authorized Purchasing Entities, all Contractor personnel (including personnel of any subcontractors) shall be subject to, and shall at all times conform to, all of the State or Authorized Purchasing Entities' policies, procedures, rules, and requirements regarding the protection of premises, materials, equipment, and personnel, as the State or Authorized Purchasing Entities shall provide (in writing or electronically) in advance to the Contractor. The Contractor shall, and shall cause the Contractor personnel and subcontractors to, fully comply with and abide by all such Security Policies provided in advance to the Contractor at all times during the Term. Any violation or disregard of such Security Policies by an individual shall be cause for denial of access of such individual to the State or Authorized Purchasing Entities' property. The Contractor shall exercise due care and diligence to prevent any injury to person or damage to property while on the State or Authorized Purchasing Entities' premises. The operation of the Contractor vehicles or private vehicles of the Contractor personnel on the State or Authorized Purchasing Entities' property shall conform to posted and other regulations and safe driving practices. Vehicular accidents on the State or Authorized Purchasing Entities' property and involving the Contractor personnel shall be reported promptly to the appropriate State or Authorized Purchasing Entities' personnel. The Contractor shall, and shall cause the Contractor personnel and subcontractors, to not exceed (or attempt to exceed) the level of authorized access, if any, to any networks, computer or electronic data storage systems of the State or Authorized Purchasing Entities' that may be granted during the Term for purposes only of performing the Services hereunder.

62. ELECTRONIC WASTE RECYCLING ACT OF 2003

The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

63. USE TAX COLLECTION

In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. The Contractor further certifies that it will immediately advise the State and Authorized Purchasing Entities of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

64. EXPATRIATE CORPORATIONS

The Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State and Authorized Purchasing Entities.

65. DOMESTIC PARTNERS

For contracts over \$100,000, the Contractor certifies that the Contractor is in compliance with Public Contract Code Section 10295.3.

66. PRIORITY HIRING

For contracts including Services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 9

CONTRACT #: MA176

Starting Date: 7/1/2019

Expiration Date (before this amendment): 8/11/2024

Expiration Date (changed to by this amendment): 8/11/2029

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and **T-Mobile USA, Inc.** (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

[Note: the following changes are to amend the NASPO Master Agreement.]

1. The contract's expiration date is hereby changed from 08/11/2024 to **08/11/2029**.
2. The parties agree as follows: Add the "**SASE** by Versa" solution – see the attached, completed "Attachment M New Product Request Form". The "SASE by Versa" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.
3. The parties agree as follows: Add the "**Ivanti** fleet, asset and workforce management platform" solution – see the attached, completed "Attachment M New Product Request Form". The "Ivanti fleet, asset and workforce management platform" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.
4. The parties agree as follows: Add the "**Jamf Pro** Mobile Device Management" solution – see the attached, completed "Attachment M New Product Request Form". The "Jamf Pro Mobile Device Management" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.
5. The parties agree as follows: Add the "**Samsung Knox Manage**" Mobile Device Management solution – see the attached, completed "Attachment M New Product Request Form". The "Samsung Knox Manage" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.

Effective Date of Amendment: 2/12/2024

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:

2/2/2024
Contractor's Signature Date

DocuSigned by:

2/2/2024
Director, State of Utah Division of Purchasing Date

David Bezzant
Contractor's Name (Print)

Vice President
Title (Print)

Approved by:
DocuSigned by:

B690B64B48D2433...
T-Mobile Legal Dept

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	Contract #
Marci Woodward	801-957-7145	mwoodward@utah.gov	MA176 (Amd #9)



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

DATE: November 27, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: X Verify Log is attached

PRODUCTS: T-Mobile SASE (Secure Access Service Edge) provided by Versa, a third-party provider ("Third-Party Provider" or "Versa")

PRODUCT OVERVIEW:

T-Mobile SASE offers a set of security capabilities that protects access for the work-from-anywhere workforce and remote devices (e.g. IoT, routers, fixed wireless) with a suite of advanced security capabilities on a single, unified platform for a simpler, scalable, and cost-effective solution.

T-Mobile SASE provides this protection through the capabilities of Private Access and Secure Internet Access while offering two authentication options.

Private Access uses a modern secure connection that enables protected access to company apps and data. It offers the following features:

- User Authentication and authorization offering least privileged access, ensuring only authorized users gain access to the application required.
- Direct access to cloud-hosted applications from the T-Mobile cloud gateway.

Secure Internet Access (SIA) offers a suite of advanced security capabilities that safeguards users and their data when using the internet. It offers the following features:



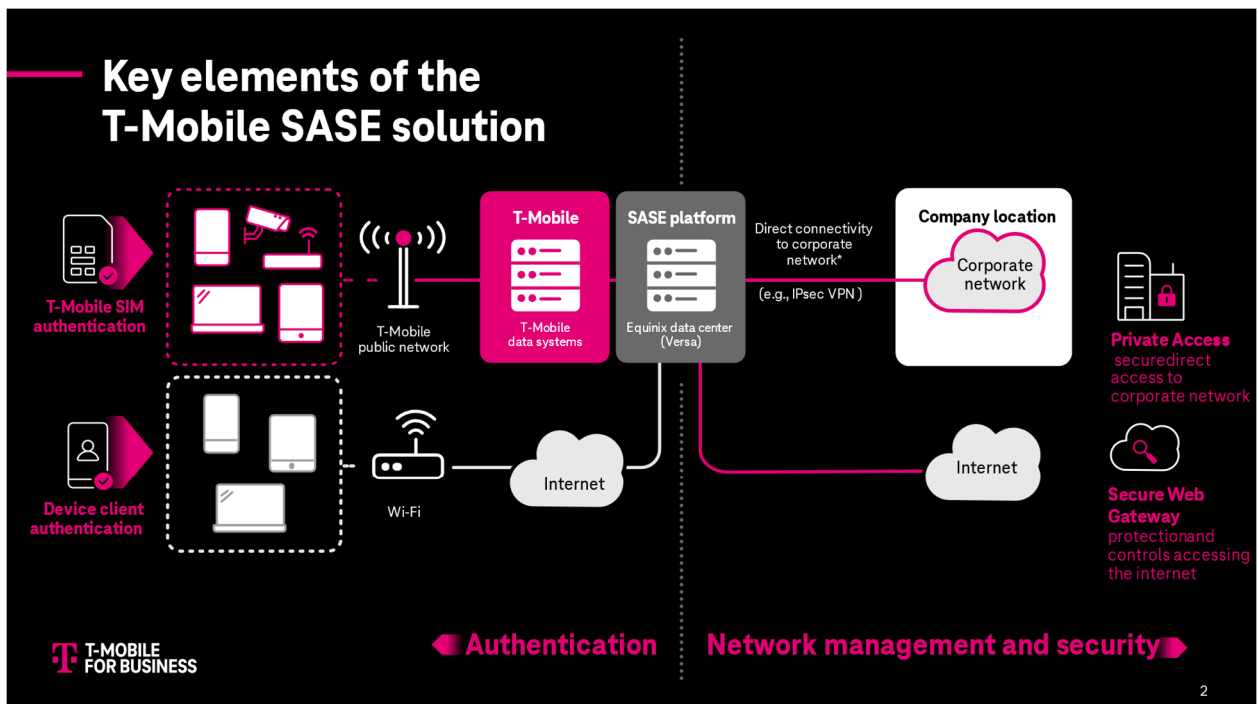
NASPO ValuePoint Wireless Data, Voice and Accessories Product Add Request

- Next-generation firewall to inspect traffic for threats as it comes from the internet to keep the threat from making it to the user's device or organization's intranet. Traffic inspection is looking for ransomware, malware, and viruses.
- Content filtering restricts access to websites, reducing threats of visiting a malicious site as well as potential time-wasting personal browsing.

Two Authentication Options

T-Mobile SASE offers two options to authenticate and safeguard access for users and devices. An organization could have some workers with one or the other, or both, depending on the use case, type of device, and work situation:

- T-SIMsecure (clientless) is an Industry 1st- unique to T-Mobile. T-SIMsecure integrates with the T-Mobile network to provide automatic authorization for access and protection, for a single device when on the T-Mobile network by using the T-Mobile SIM card.
- SASE device client provides authorized access and protections to users when connected to Wi-Fi or another cellular network.





**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

Describe how the product falls with the Scope of the Master Agreement:

This product is a Secure LAN Access Solution under Category 3.N.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of SASE will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") SASE Solution Addendum located at <https://www.t-mobile.com/business/terms-and-conditions> which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the SASE solution, which may be accessed through the Versa Client App, a product of Versa, a third-party provider ("Third-Party Provider" or "Versa"). Customer's use of the Versa Client App is subject to acceptance of the Versa terms of use (the "Third-Party Terms") in the manner required by Versa and available at <https://versa-networks.com/documents/Versa-Networks-EULA-End-User-License-Agreement.pdf> and requires Customer to download the Versa Client App from Apple App Store or Google Play Store. The Third-Party Terms may be updated by Versa from time to time. If Customer does not agree to the Third-Party Terms, Customer will not be able to use the Versa Client App to access the SASE Services. When not on the T-Mobile network, Users are required to use the Versa App to access the SASE Services. The Third-Party Terms are solely between Versa and Customer. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms. T-Mobile does not control and is not responsible or liable for how the Versa App transmits, accesses, stores, or uses Customer data.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice for the SASE monthly recurring charges on a monthly billing cycle in accordance with the Contract. Devices for SASE are sold separately.



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

COST:
Include a cost matrix to include NASPO ValuePoint contract pricing.

Service or Feature	Description	Commercially Available Price per Line/Month
	Secure Access Service Edge (SASE)	
SASE PrvAc SWG TSIM clt CTM Voice	T-Mobile SASE Private Access and Secure Internet Service TSIM license provides a single use T-Mobile SIM fixed wireless internet Device with secure, direct connectivity to the organization's network or to the Internet with a suite of security features. Usage not to exceed the maximum 100 gigabytes per month/license.**	\$10.49
SASE PrvAc SWG TSIM clt CTM MI	T-Mobile SASE Private Access and Secure Internet Service TSIM license provides a single use T-Mobile SIM fixed wireless internet Device with secure, direct connectivity to the organization's network or to the Internet with a suite of security features. Usage not to exceed the maximum 100 gigabytes per month/license.**	\$10.49

* Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges that may apply. Devices for SASE are sold separately. SASE does not protect hotspot or tethered traffic.
** Does not apply to Connecting Heroes and first responder rate plans.
*** Network Management: During congestion, heavy data users (>50GB/month for most Rate Plans) may notice reduced speeds until next bill cycle due to data prioritization. See www.t-mobile.com for additional details.

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**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

APPROVAL:

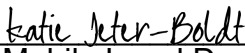
Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: 
8F686CC9343743C...
NAME: David Bezzant
TITLE: Vice President
DATE: 11/27/2023

Approved in form by:


Mobile Legal Department

NASPO ValuePoint:

BY: _____
NAME: _____
TITLE: _____
DATE: _____

[illegible]



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

DATE: December 15, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: X Verify Log is attached

PRODUCTS: Ivanti (the "Solution") is a cloud-based fleet, asset and workforce management platform and solution provided by Ivanti, LLC, a third-party provider (the "Third-Party Provider").

PRODUCT OVERVIEW:

Ivanti Neurons for MDM and UEM is an industry-leading mobile device management (MDM) solution for smartphones, tablets, laptops, and desktops (Android, iOS, macOS, Windows).

- Like most MDM solutions, Ivanti Neurons for MDM enables a company administrator to easily manage devices, apps, access, and security policies from a single console. Advanced mobile security features are available as an upgrade.
- Unlike most other MDMs, Ivanti offers:
 - Advanced IT service management tools such as automated troubleshooting in a plan called "Ivanti Neurons for UEM".
 - A Mobile Threat Detection (MTD) app integrated into the MDM solution that can be added on with any of their MDM plans. MTD constantly monitors a device to detect any threats such as virus or malware that the user may have accidentally downloaded.



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

Key Features:

- Quickly and easily onboard devices and provision them over the air with all the apps, settings and security configurations required.
- Simply, securely manage any app on virtually any device- smartphones, tablets, laptops, desktops – from a single, cloud-based console.
- Easily create profiles, set and enforce policies, and manage access and restrictions.
- Distribute and manage enterprise apps and permissions; even enable secure access to business apps for others (e.g. contractors).
- Remotely locate, lock, and wipe lost or stolen devices.
- Add-on Mobile Threat Defense, an app that protects and remediates against known and zero-day threats on mobile devices.
- Real-time visibility and reports on user activity, security status, compliance verification, and more from one dashboard.
- Add advanced IT service management tools (with Ivanti Neurons for UEM).
- MDM/UEM: T-Mobile for Business-led deployment and support.

Describe how the product falls with the Scope of the Master Agreement:

This product is a Mobile Device Management solution under Category 3.B.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of Ivanti (the "Solution") will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") Ivanti Solution Addendum located at <https://www.t-mobile.com/business/terms-and-conditions> which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the Ivanti solution, a product of Ivanti, LLC, a third-party provider ("Ivanti, LLC"). Customer's use of the Solution is subject to acceptance of the Ivanti End User License and Services Agreement found at <https://www.ivanti.com/company/legal/eula> (the "Third-Party Terms"). The Third-Party Terms may be updated at any time, without notice, by the Third-Party Provider. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms.

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NASPO ValuePoint Wireless Data, Voice and Accessories Product Add Request

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice for the Ivanti service charges on a monthly billing cycle. The total subscription cost is non-refundable. Unless otherwise indicated on an order, Customer agrees to pay T-Mobile for all purchased licenses on a monthly basis in accordance with the Contract.

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

Solution	Description	Commercially Available Price per License/Month*
Ivanti Mobile Manage and Protect GOV	Must be new MDM customer to Ivanti. Min of 20 and max of 2K licenses	\$5.50
Ivanti Neurons MDM Dvc Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses	\$4.00
Ivanti Neurons MDM User CI Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses. 5 device per user	\$6.00
Ivanti Neurons MDM Prem Dvc Cld Annl Term Bill Mthly Under 500 Mthly GOV	Minimum of 20 licenses.	\$7.50
Ivanti Neurons MDM Prem User Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses. 5 device per user	\$12.00
Ivanti Mobile Threat Def Cld Lookout Annl Term Bill Mthly Under 500 GOV Add On	Minimum of 20 licenses.	\$6.00
Ivanti Neurons UEM Prem Dvc Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses.	\$8.58
Ivanti Neurons UEM Dvc Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses.	\$4.92
Ivanti CCPS Support Basic Plus Mthly GOV Add-On	Mobile Device Management Subscription	\$0.60
Ivanti CCPS Support Advanced Mthly GOV Add-On	Mobile Device Management Subscription	\$1.00
Ivanti Neurons MDM Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses	\$3.40
Ivanti Neurons MDM User CI Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses. 5 device per user	\$5.10
Ivanti Neurons MDM Prem Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses.	\$6.38



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

Ivanti Neurons MDM Prem User Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses. 5 device per user	\$10.20
Ivanti Mobile Threat Def Cld Lookout Annl Term Bill Mthly 500 plus GOV Add-On	Minimum of 20 licenses.	\$5.10
Ivanti Neurons UEM Prem Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses.	\$7.30
Ivanti Neurons UEM Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses.	\$4.18
Non-recurring		
Ivanti CCPS Deployment Light GOV	One-time deployment fee	\$500.00
Ivanti CCPS Deployment Professional Std GOV	One-time deployment fee	\$1,000.00
Ivanti CCPS Deployment Professional Advanced GOV	One-time deployment fee	\$5,000.00

** Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.*

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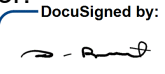
**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

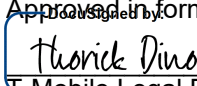
APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: 
8F686CC9343743C...
NAME: David Bezzant
TITLE: Vice President
DATE: 12/15/2023

Approved in form by:

Thorick Dino
Mobile Legal Department

NASPO ValuePoint

BY: _____
NAME: _____
TITLE: _____
DATE: _____



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: December 15, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition (Amendment #6)	5/10/2023
6/23/2023	Inseego Connect Manager Product Addition (Amendment #7)	7/27/2023
8/30/2023	Mystic Message Archival provided by 3 rd Eye Product Addition (Amendment #8)	10/27/2023
11/27/2023	T-Mobile SASE (Secure Access Service Edge) provided by Versa	
12/15/2023	Ivanti MDM provided by Ivanti, LLC	
12/15/2023	Samsung Knox Manage provided by Samsung Electronics Co., Ltd.	
12/15/2023	Jamf Pro provided by San Luis Aviation, Inc.	



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

DATE: December 15, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: ☒ X Verify Log is attached

PRODUCTS: Jamf Pro is a mobile device management (MDM) solution for Apple Devices (the "Solution") provided by San Luis Aviation, Inc. (the "Third-Party Provider").

PRODUCT OVERVIEW:

T-Mobile provides Jamf Pro, a Mobile Device Management solution which provides enterprise-level features and functionalities. Manage Apple iPhones, Mac, iPad, and Apple TV devices. T-Mobile for Business-led deployment and support.

- Jamf Pro provides the ability to:
 - Automate deployment and management.
 - Manage device settings and configurations.
 - Patch Apple devices without user interaction.
 - Empower users with their own enterprise app store and customize devices for optimal user experience.
 - Locate or remote lock/wipe lost or stolen devices.
- Connect Users
 - Account provisioning
 - Identity management
 - Password sync
 - Conditional access
 - Customized app store



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

- Manage Devices
 - Zero-touch deployment
 - Device management
 - App lifecycle management
 - Customized inventory
 - Security enforcement
- Jamf's Apple focus allows for same-day support of new Apple software releases.
- Same-day OS support for every macOS, iOS, iPadOS and tvOS release.

Describe how the product falls with the Scope of the Master Agreement:

This product is a Mobile Device Management Solution under Category 3.B.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of Jamf Pro will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") Jamf Pro Solution Addendum located at <https://www.t-mobile.com/business/terms-and-conditions> which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the Jamf Pro solution, a product provided by San Luis Aviation, Inc. , a third-party provider ("**Third-Party Provider**"). Customer's use of the product is subject to acceptance of the Third-Party Provider's EULA, Privacy, or other terms of service presented to Customer at the time of activation (collectively, the "**Third-Party Terms**"). The Third-Party Terms may be updated at any time, without notice by the Third-Party Provider. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice for the Jamf Pro service charges on a monthly billing cycle. The total subscription cost is non-refundable. Unless otherwise indicated on an order, Customer agrees to pay T-Mobile for all purchased licenses on a monthly basis in accordance with the Contract.



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

Solution	Description	Commercially Available Price per License/Month*
Jamf Pro		
JAMF Pro Monthly (iOS or tvOS) under 500 GOV	Mobile Device Management Subscription	\$3.33
JAMF Pro Monthly (macOS) under 500 GOV	Mobile Device Management Subscription	\$7.17
JAMF Pro Monthly (iOS or tvOS) 500 plus GOV	Mobile Device Management Subscription	\$3.00
JAMF Pro Monthly (macOS) 500 plus GOV	Mobile Device Management Subscription	\$6.45
		Non-recurring
JAMF Pro (iOS & macOS) - Deployment-A GOV	One-Time Add-on Fee	\$1,500.00

**Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.*

[Remainder of page left blank]



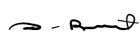
**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**


APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: 
8F686CC9343743C...
NAME: David Bezzant
TITLE: Vice President
DATE: 12/15/2023

Approved in form by:

Thorick Dino
T-Mobile Legal Department

NASPO ValuePoint

BY: _____
NAME: _____
TITLE: _____
DATE: _____



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: December 15, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition (Amendment #6)	5/10/2023
6/23/2023	Inseego Connect Manager Product Addition (Amendment #7)	7/27/2023
8/30/2023	Mystic Message Archival provided by 3 rd Eye Product Addition (Amendment #8)	10/27/2023
11/27/2023	T-Mobile SASE (Secure Access Service Edge) provided by Versa	
12/15/2023	Ivanti MDM provided by Ivanti, LLC	
12/15/2023	Samsung Knox Manage provided by Samsung Electronics Co., Ltd.	
12/15/2023	Jamf Pro provided by San Luis Aviation, Inc.	



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

DATE: December 15, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: X Verify Log is attached

PRODUCTS: Samsung Knox Manage (the "Solution") provides a secure, cloud-based MDM solution that provides device management to allow centralized visibility and control over Customer's Samsung devices and compliance with Customer's internal company policies. The Solution is a product of Samsung Electronics Co., Ltd., the third-party provider of the Solution (the "Third-Party Provider").

PRODUCT OVERVIEW:

- Samsung Knox Manage is an easy-to-use affordable, secure cloud-based Mobile Device Management (MDM) solution that gives business customers the power to manage and monitor employee devices from a centralized portal. It provides management with centralized visibility and control over employee devices, to provide the apps and access employee needs, and to help ensure security and compliance with company policies. It works with other Android, iOS and Windows 10 devices, but offers the most comprehensive security and controls for Samsung.
- Samsung Knox Suite offers a comprehensive suite of enterprise mobility solutions for security, productivity, and manageability throughout the device cycle. For Samsung devices only, Knox Suite is an integrated B2B bundle offering a seamless IT admin user experience that provides end-to-end security, streamlined deployment, and comprehensive device management. (Knox Manage, Knox Mobile Enrollment, Knox E-FOTA, Knox Asset Intelligence, Knox Platform for Enterprise, Knox Support). Samsung Knox Suite is only for Samsung devices.
- Both solutions leverage the granular control of defense-grade Knox OS security capabilities built into many Samsung devices.



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

Describe how the product falls with the Scope of the Master Agreement:

This product is a Mobile Device Management Solution under Category 3.B.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of Samsung Knox will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") Samsung Knox Solution Addendum located at <https://www.t-mobile.com/business/terms-and-conditions> which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the Solution. Customer's use of the Solution is subject to acceptance of Samsung Knox Legal and Privacy Policies, found here <https://www.samsungknox.com/en/legal> (the "Third-Party Terms"). The Third-Party Terms may be updated at any time, without notice, by the Third-Party Provider. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms. T-Mobile does not control and is not responsible or liable for how the Solution or Samsung Electronics Co., Ltd. transmits, accesses, stores, or uses data.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice for the Samsung Knox service charges on a monthly billing cycle. The total subscription cost is non-refundable. Unless otherwise indicated on an order, Customer agrees to pay T-Mobile for all purchased licenses on a monthly basis in accordance with the Contract.



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

Solution	Description	Commercially Available Price per License/Month*
Samsung Knox		
Samsung Knox Suite-Monthly MI-KXKSSWWC2M0 under 500 GOV	Knox Suite Monthly includes Manage, EFOTA, KPE	\$3.50
Samsung Knox Manage-Monthly MI-KXKMSWWC2M0 Under 500 GOV	Knox Manage Monthly	\$2.00
Samsung Knox Configure-Dynamic Edtn Dvc MI-OSKCDM1WWT2 Under 500 GOV	Knox Configure-Dynamic Edition	\$0.87
Samsung Knox Suite-Monthly MI-KXKSSWWC2M0 500 plus GOV	Knox Suite Monthly includes Manage, EFOTA, KPE	\$2.98
Samsung Knox Manage-Monthly MI-KXKMSWWC2M0 500 plus GOV	Knox Manage Monthly	\$1.70
Samsung Knox Configure-Dynamic Edtn Dvc MI-OSKCDM1WWT2 500 plus GOV	Knox Configure-Dynamic Edition	\$0.74
Non-recurring		
Samsung Knox Advanced B2B Tech Spt 1 Yr MI-OVCPAA GOV	Annual Fee - Advanced B2B technical support 1 year	\$20,000.00
Samsung Knox Elite B2B Tech Spt 1 Yr MI-OVCPAB GOV	Annual Fee - Elite B2B technical support 1 year	\$50,000.00
Samsung Knox Manage Quickstart: Secure Cntrl MI-OVCPK3 GOV	One-time deployment fee	\$1,699.00
Samsung Knox Mobile Deploy Service Eng per hr MI-OVMTAA2 GOV	One-time hourly deployment service engineers, minimum 8 hours required	\$250.00
Samsung Knox Manage Quick Start: App Control MI-OVCPK2 GOV	One-time deployment fee	\$699.00
Samsung Knox Suite Setup Service MI-OVPSAB2 GOV	One-time deployment fee	\$3,999.00

*Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.




**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

APPROVAL:

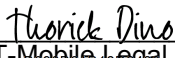
Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: 
8F686CC9343743C...
NAME: David Bezzant
TITLE: Vice President
DATE: 12/15/2023

Approved in form by:


Thorick Dino
T-Mobile Legal Department

NASPO ValuePoint

BY: _____
NAME: _____
TITLE: _____
DATE: _____



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: December 15, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition (Amendment #6)	5/10/2023
6/23/2023	Inseego Connect Manager Product Addition (Amendment #7)	7/27/2023
8/30/2023	Mystic Message Archival provided by 3 rd Eye Product Addition (Amendment #8)	10/27/2023
11/27/2023	T-Mobile SASE (Secure Access Service Edge) provided by Versa	
12/15/2023	Ivanti MDM provided by Ivanti, LLC	
12/15/2023	Samsung Knox Manage provided by Samsung Electronics Co., Ltd.	
12/15/2023	Jamf Pro provided by San Luis Aviation, Inc.	



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 8

CONTRACT #: MA176

Starting Date: 7/1/2019

Expiration Date: 8/11/2024

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and **T-Mobile USA, Inc.** (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The parties agree as follows: Add the "Mystic Message Archival" solution – see the attached, completed "Attachment M New Product Request Form". [Note: this is an amendment to the NASPO Master Agreement.] The Mystic Message Archival solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.

Effective Date of Amendment: 10/27/2023

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:

11/3/2023

8F686CC9343743C...

Contractor's Signature

Date

DocuSigned by:

11/15/2023

C38BE9DAC528424...

Director, State of Utah Division of Purchasing

Date

Contractor's Name (Print)

Title (Print)

Approved by:

DocuSigned by:

B690B61B18D2433...

T-Mobile Legal Dept

For Division of Purchasing Internal Use

Purchasing Agent	Phone #	E-mail Address	Contract #
Marci Woodward	801-957-7145	mwoodward@utah.gov	MA176



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

DATE: August 30, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: _____ X _____ Verify Log is attached

PRODUCTS: Mystic Message Archival provided by 3rd Eye Technologies, a third-party provider (the "Third-Party Provider" or "3rd Eye")

PRODUCT OVERVIEW:

About:

Mystic Message Archival is a solution that specializes in securely capturing and archiving SMS/MMS message logs for government devices.

- SMS/MMS messages are captured in near real-time by T-Mobile.
- Once captured, messages are archived in a client or 3rd Eye hosted cloud, and the data is owned by the customer.
- IT teams can aggregate data to create reports, alerts, and dashboards which will strengthen security and legal compliance.

Mystic Message Archival is supported on T-Mobile devices and is compatible with both iOS and Android native messaging apps.

Note: Does not capture iMessage or RCS Messages. Must be disabled.



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

Features:

- Near real-time capturing
- Customizable dashboard for reporting and archiving
- Easily generate reports for security and legal compliance
- Integrate with monitoring tools (i.e. Splunk, Palantir)

Benefits:

- e-Discovery Compliance
- Device Agnostic (Pixel, iPhone, Galaxy)
- Cloud Agnostic (AWS, Azure, Google, IBM)
- Data Storage
- Identity & Access Management
- Customizable Reports & Audits
- Cross Domain

Describe how the product falls with the Scope of the Master Agreement:

This product is an Enterprise Messaging Solution under Category 3.M.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of the 3rd Eye solution will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") 3rd Eye Solution Addendum located at <https://www.t-mobile.com/business/terms-and-conditions> which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with network connectivity to access the 3rd Eye solution, and Customer is hereby providing authorization for 3rd Eye to retrieve Customer Information to include data such as SMS/MMS messages from T-Mobile's network. Customer's use of 3rd Eye is subject to acceptance of the 3rd Eye Terms of Service (the "3rd Eye Terms") found at <http://3rdeyetechnic.com/privacy-policy/>, and <https://3rdeyetechnic.com/wp-content/uploads/2022/12/Security-Policy.docx.pdf>, or any separately agreed-to terms within Customer's contract directly with 3rd Eye. The 3rd Eye Terms are solely between 3rd Eye, Inc. and Customer. T-Mobile does not control and is not responsible or liable for how 3rd Eye transmits, accesses, stores, or uses data. In addition, Customer's use of the Solution is subject to acceptance of 3rd Eye's End User License Agreement (the "EULA") presented to Customer prior to downloading, installing, or using the solution. The EULA and 3rd Eye Terms are collectively referred to as the "Third-Party Terms". The Third-Party Terms may be updated by 3rd Eye from time to time.



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice Customer for all monthly recurring charges for the 3rd Eye solution, and Customer will pay T-Mobile all fees for the 3rd Eye solution consistent with the NASPO Contract pricing.

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

Service or Feature	Description	Commercially Available Price per Line/Month*
Mystic Message Archival by 3rd Eye		
3rd Eye API Voice	3rd Eye API Voice enables the customer to Capture, Archive, and Search Mobile Text Messages on Voice Plans. T-Mobile billed services.	\$4.00
3rd Eye API Mobile Internet	3rd Eye API Mobile Internet enables the customer to Capture, Archive, and Search Mobile Text Messages on Mobile Internet Plans (select devices only). T-Mobile billed services.	\$4.00

* Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges that may apply.



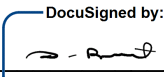
**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

APPROVAL:

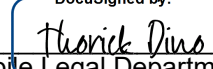
Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: 
NAME: David Bezzant
TITLE: Vice President
DATE: 8/30/2023

Approved in form by:


T-Mobile Legal Department

NASPO ValuePoint

BY: _____
NAME: _____
TITLE: _____
DATE: _____

[illegible]



STATE OF UTAH

CONTRACT AMENDMENT

AMENDMENT # 7 To CONTRACT # **MA176**

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing** referred to as State Entity and, **T-Mobile USA, Inc.**, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract period:

07/01/2019 (original starting date)

08/11/2024 (current ending date)

08/11/2024 (unchanged) **new ending date**

2. Other changes: (attach other sheets if necessary):

The parties agree as follows: Add the "Inseego Connect Manager" solution – see the attached, completed "Attachment M New Product Request Form". *[Note: this is an amendment to the NASPO Master Agreement.]* The Inseego Connect Manager solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.


3. Effective Date of Amendment: 07/28/2023

All other conditions and terms in the original contract and previous amendments remain the same.

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

CONTRACTOR

STATE

DocuSigned by:

 8F686CC9343743C...
 Contractor's signature Date 7/27/2023

DocuSigned by:

 C38BE9DAC528424...
 Director, Division of Purchasing Date 7/27/2023

David Bezzant, Vice President
 Type or Print Name and Title


Marci Woodward
 State of Utah Contact Person

801-957-7145
 Telephone Number

mwoodward@utah.gov
 Email

(Revision 05 June 2022)

Approved by:

DocuSigned by:

 8BDE23D4C6A04C1...
 T-Mobile Legal Dept



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

DATE: June 23, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: X Verify Log is attached

PRODUCTS: Inseego Connect Manager Access

PRODUCT OVERVIEW:

Inseego Connect Manager is a cloud-based configuration and monitoring application that enables you to remotely monitor device status.

The Inseego Connect Manager Access feature offers Customers a multi-tiered configuration and monitoring platform giving them the ability to:

- Configure devices remotely
- Prevent data overages
- Eliminate costly truck rolls
- Identify theft and tampering
- Enhance security
- Customers can manage one or more devices remotely via the cloud
- Feature is only available with Government Fixed Wireless rate plan (bundled with Inseego device)
- Billing Account Number (BAN) level rate plan (SOC) provides Customers access to manage every T-Mobile Inseego device on account.



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

Describe how the product falls with the Scope of the Master Agreement:

This Product is a Mobile Device Management Solution under Category 3.B.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use of the Inseego Connect device management platform (the "Inseego Connect Service") is subject to the Inseego Connect Service Agreement, located at: [Inseego Connect services agreement | Inseego](#), as well as the Inseego Connect User Guide, located at: [Inseego Connect User Guide](#) (collectively, the "Inseego Terms"). Customer's use of the Inseego Connect Service is deemed to be acceptance by the Customer of the Inseego Terms. If any hardware or equipment purchased by Customer from T-Mobile includes any software necessary to use the Inseego Connect Service, Customer's use of such software is also governed by the Inseego Terms and such software is part of the Inseego Connect Service. The Inseego Terms are solely between Inseego and Customer. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Inseego Terms. T-Mobile does not control and is not responsible or liable for how Inseego transmits, accesses, stores, or uses data.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

All features and charges for Inseego Connect Access Manager are billed by T-Mobile.

COST:

CJ21-3 Attachment M
Page 2 of 5
CLM #1918150



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

Include a cost matrix to include NASPO ValuePoint contract pricing.

PRODUCT	BUSINESS INTERNET FEATURES	MRC*
Inseego Connect Access - Account Level Only	<ul style="list-style-type: none"> • Inseego Connect Access provides access to Inseego Connect, a cloud based remote manager, for T-Mobile provided Inseego routers. • Provides Manager level access on T-Mobile's Inseego Connect instance, which allows for remote management of devices. • Requires a T-Mobile owned Inseego FX device(s) – not available for customer owned Inseego devices. • Feature is only available with Government Fixed Wireless rate plan bundled with Inseego Devices. <p>Note:</p> <ul style="list-style-type: none"> • Customer can have two instances; one for customer owned devices, and one for T-Mobile owned devices. Instances cannot be combined into one. • If Customer has their own Inseego Connect instance, T-Mobile owned devices will not be visible in tool. • If the device was purchased outright, its not visible on the T-Mobile instance. 	\$15.00

*Monthly recurring charge ("MRC") is net of all discounts. No other service discounts will apply. MRC does not include taxes, fees, or surcharges.

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**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

APPROVAL:

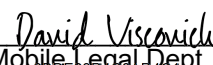
Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: 
8F686CC9343743C...
NAME: David Bezzant
TITLE: Vice President
DATE: 6/23/2023

Approved by:


T-Mobile Legal Dept.

NASPO ValuePoint

BY: _____
NAME: _____
TITLE: _____
DATE: _____



STATE OF UTAH

CONTRACT AMENDMENT

AMENDMENT # 6 To CONTRACT # **MA176**

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing** referred to as State Entity and, **T-Mobile USA, Inc.**, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

07/01/2019 (original starting date)

08/11/2024 (current ending date)

08/11/2024 **new ending date**

2. **Other changes:** (attach other sheets if necessary):

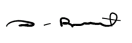
The parties agree as follows: Add the "Multiline Service by Movius" product – see the attached, completed "Attachment M New Product Request Form". [*Note: this is an amendment to the NASPO Master Agreement.*]

3. **Effective Date of Amendment:** 05/10/2023


All other conditions and terms in the original contract and previous amendments remain the same.

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

CONTRACTOR

DocuSigned by:

8F686CC8343743C... 5/16/2023
 Contractor's signature Date

STATE

DocuSigned by:

C38B89DAC528424... 5/16/2023
 Director, Division of Purchasing Date

David Bezzant, Vice President

Type or Print Name and Title

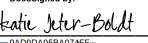
Marci Woodward
 State of Utah Contact Person

801-957-7145
 Telephone Number

mwoodward@utah.gov
 Email

(Revision 05 June 2022)

Approved by:

DocuSigned by:

8A6C0A8B8A07AFF...
 T-Mobile Legal Dept



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

DATE: April 13, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: X Verify Log is attached

PRODUCTS: MultiLine Service by Movius ("MultiLine Service")

(NOTE: This Service was previously on Sprint's NASPO Master Service Agreement #MA262 and is being reintroduced with additional features and price points on this Contract).

PRODUCT OVERVIEW:

MultiLine Service is a cloud-based voice and Short Message Service (SMS) solution that deploys an additional U.S. domestic phone number on a smartphone device. The MultiLine Service is made available through an application (the "**MultiLine App**") that is provided and operated by Movius Interactive Corporation ("**Movius**"), a third-party provider of T-Mobile. The smartphone device may be either a corporate-issued or employee-owned mobile device. Customer may use a new phone number or port an existing phone number for use with the MultiLine Service.

For the MultiLine Service to function, the MultiLine App must be downloaded to the smartphone of each end-user of the Customer (each an "Individual Device Holder"). The MultiLine App can be downloaded from the Apple App Store, the Google Play Store, or through selected mobile device management platforms.

MultiLine Service can help address many communication management use cases and provides features including:



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- Voice and/or SMS recording required
- High bar for security & data protection
- Reach clients on their preferred channels
- Compliance across GSM, Data and Wi-Fi

MultiLine Service also helps maintain continuity of service and reduce business risk by allowing an organization to centrally manage employer-issued numbers simply and at scale.

Customers can choose from these three plan options:

MultiLine Standard

- Included benefits
- Unlimited Voice and Text
- Scam ID
- Stateside international calling functionality
- CAN/MEX calling, and text included
- Carrier and device-agnostic
- Admin portal for compliance
- Fully featured work phone via over-the-top application

MultiLine Plus

- Includes all features of MultiLine Standard in addition to:
- Message capture
- Message opt-in/out
- Message blocking
- Message redaction

MultiLine Enterprise

- Includes all features of MultiLine Standard and MultiLine Plus in addition to:
- Voice Recording

MultiLine Service customers can request add-on integration options and enhanced functionality options. Some additional functionality is added via a regular add-on rate plan (SOC), while others are added via a one-time charge. Add-on SOCs and onetime charge codes are eligible on NASPO plans.



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Integration Options:

WhatsApp Messaging Channel

- Full integration with WhatsApp Messaging Connector allows compliant WhatsApp messaging directly inside MultiLine.

Salesforce Integration

- Full integration with Salesforce that allows all MultiLine calls and texts to be automatically logged as an activity against contact and lead record.

Blackberry Dynamics Integration

- Full integration with BlackBerry Dynamics, offering automatic phone number recognition for phone numbers appearing in any BlackBerry Dynamics Container Apps.
- Not compatible with Microsoft Intune Integration.

Microsoft Intune Integration

- Full integration with Microsoft Intune, offering Single Sign On, biometric authentication, sync with Exchange Contacts, and automatic phone number recognition for easy dialing.
- Not compatible with Blackberry Dynamics.

Enhanced Functionality Options:

Digital Safe SFTP

- An automated process to push the recordings to the client using encrypted SSH File Transfer Protocol (SFTP).

Digital Safe API

- Movius has exposed APIs that allow a client to extract recordings on the Movius Platform.

SIPREC Call Recording

- Secure connection from Movius Cloud to Client Data Center (DC).



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Describe how the product falls with the Scope of the Master Agreement:

MultiLine Service is a Mobile Integration/Mobile Substitution Solution under Category 3.C.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Please see the MultiLine Service Addendum incorporated herein including the MultiLine Data Protection Requirements Exhibit, which each Customer utilizing MultiLine Service with T-Mobile is required to sign for associated Terms and Conditions.

T-Mobile is solely providing Customers with network connectivity to access the MultiLine Service, which is a third-party solution. Customer's use of the MultiLine Service is subject to acceptance of the Movius End Software License Terms (the "**Movius EULA**"). If a Customer does not agree to the Movius EULA, the Customer will not be able to purchase and use the MultiLine Service. The Movius EULA is solely between Movius and the Customer. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Movius EULA.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

All features and charges for MultiLine Service are billed on a monthly basis by T-Mobile.

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

Monthly Recurring Charge(s) ("**MRC**") are monthly service charges and fees for the Services. MRCs do not include taxes, fees (including fees related to additional features), surcharges, or non-recurring charges (such as international roaming charges). MRC is net of all discounts. No other service discounts will apply.



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MultiLine Service	Description	Commercially Available Price per Line/Month
MultiLine Standard Gov't	<ul style="list-style-type: none"> • Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. • Requires an active Voice line with data. • The MultiLine app is only available on iOS or Android smartphone platforms. • Tax Exclusive. 	\$13.94
MultiLine Plus Gov't	<ul style="list-style-type: none"> • Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. • Plus includes message capture, message opt-in/out, message blocking, and message redaction. • Requires an active Voice line with data. • The MultiLine app is only available on iOS or Android smartphone platforms. • Tax Exclusive. 	\$18.04
MultiLine Enterprise Gov't	<ul style="list-style-type: none"> • Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. • Includes message capture, message opt-in/out, message blocking, message redaction, and voice recording. • Requires an active Voice line with data. • The MultiLine app is only available on iOS or Android smartphone platforms. • Tax Exclusive. 	\$24.60
Add-On Features	Description	Commercially Available Price per Line/Month
Blackberry Dynamics Integration	Blackberry Dynamics Integration add-on feature integrates your MultiLine app with your BlackBerry Unified Endpoint Management (UEM). BlackBerry Unified Endpoint Management is purchased separately and is not provided directly by T-Mobile.	\$3.25
Microsoft Intune Integration	Microsoft Intune Integration add-on feature integrates your MultiLine app with your Microsoft Intune Mobile Device Manager (MDM). Microsoft Intune is purchased separately and not provided directly from T-Mobile.	\$3.25
Salesforce Integration	Salesforce Integration add-on feature integrates your MultiLine app with your Enterprise Salesforce Organization. Enterprise Salesforce Organization is purchased separately and is not provided directly by T-Mobile.	\$20.00



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WhatsApp Messaging Channel	WhatsApp Messaging Channel add-on feature allows compliant WhatsApp messaging directly inside of your MultiLine app. WhatsApp services are purchased separately and are not provided directly by T-Mobile.	\$29.00
One-Time Charges	Description	One-Time Charge
Digital Safe: SFTP	An automated process to push the recordings to the client using encrypted SFTP. This push would be in a CSV file which contains voice metadata and/or SMS metadata and SMS content. Associated media for voice content will be pushed separately. The records and media on Movius Cloud are then securely purged. The client is responsible for ensuring their archiving vendor can ingest the records.	\$2,250.00
Digital Safe: API	Movius has exposed APIs that allow a client to extract recordings on the Movius Platform. Recordings must be extracted within 72 hours.	\$2,250.00
SIPREC Call Recording	Secure connection from Movius Cloud to Client Data Centre. Calls are streamed live to the Client DC – no recording or storage on Movius at all. In the event the live stream to Client DC fails for some reason, the actual call will be dropped to ensure a call will not occur if recording fails.	\$45,500.00
ML IP Whitelisting	Allow listing of End User's IP addresses for Movius Management Portal (MMP) admin access and API URLs.	\$12,500.00
Direct Links Cost Indicator	Link charges needed to make the connection from Movius to the customer for SIPREC.	\$12,500.00 (billed annually)

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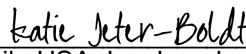
APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: 
DocuSigned by:
8F686CC9343743C...
NAME: David Bezzant
TITLE: Vice President
DATE: 4/13/2023

Approved by: 
DocuSigned by:
T-Mobile USA, Inc. Legal

NASPO ValuePoint

BY: _____
NAME: _____
TITLE: _____
DATE: _____



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T-MOBILE MULTILINE SERVICE ADDENDUM

This T-Mobile MultiLine Service Addendum ("**Service Addendum**") which shall be effective as of the date of the second Party signs this Addendum below (the "Addendum Effective Date") is by and between T-Mobile USA, Inc., a Delaware corporation ("T-Mobile"), and [Customer Name], a(n) [state of formation] [type of entity, e.g., school district, or municipality], with its principal place of business at [Customer address] ("Short Name" or "Customer"). For purposes of this Addendum, T-Mobile and Customer are sometimes collectively referred to as the "Parties," and individually as a "Party."

Description of Solution. T-Mobile will provide the MultiLine Service to Customer. The MultiLine Service is a cloud-based voice and Short Message Service (SMS) text Service that deploys an additional U.S. domestic phone number on a wireless smartphone device. The MultiLine Service is made available through an application (the "**MultiLine App**") that is provided and operated by Movius Interactive Corporation ("**Movius**"), a third-party provider of T-Mobile. Customer may use a new phone number or port an existing phone number for use with the MultiLine Service. For the MultiLine Service to function, the MultiLine App must be downloaded to the smartphone of each Customer User. The MultiLine App can be downloaded from the Apple App Store, the Google Play Store, or through selected mobile device management platforms. The MultiLine Service also requires each device of each Customer User to maintain a separate wireless plan with any wireless telecommunications carrier. This wireless plan, and the native wireless number of the wireless plan, is leveraged to facilitate voice calls and SMS messages through the MultiLine Service.

Underlying Agreement. References to "Agreement" in this Addendum mean the: NASPO ValuePoint Master Service Agreement #MA176 ("Agreement"). ("Agreement"). Use of the MultiLine Service Solution is subject to acceptance of this Addendum, the terms set out herein, including the attached and incorporated **Exhibit A**.

The terms and conditions of this Addendum or the Agreement will not be modified or superseded by any terms and conditions in a Customer-generated purchase order ("Order"). Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Addendum or the Agreement.

The following terms and conditions will apply to Customer's purchase and use of MultiLine Service.

1. **MultiLine End User Terms.** T-Mobile is solely providing Customer with network connectivity to access the MultiLine Service, which is a third-party solution. Customer's use of the MultiLine Service is subject to acceptance of the Movius End Software License Terms (the "**Movius EULA**"). If Customer does not agree to the Movius EULA, Customer will not be able to purchase and use the MultiLine Service. The Movius EULA is solely between Movius and Customer. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Movius EULA.
2. **MultiLine Limitations.** The MultiLine Service is only available for use by Customer Users that are based in the United States. While Customer Users may use the MultiLine Service while traveling internationally, Customer will ensure that each Customer User utilizing the MultiLine Service is based in the United States. The MultiLine Service is also limited to communications for Customer's business purposes only, to support Customer's normal and ongoing operations, its employees, and its customers.
3. **MultiLine Recording.** Customer may purchase MultiLine Mobile Recording, which provides the ability to record voice calls and/or SMS messages for communications utilizing the MultiLine Service. Recordings will be stored with Movius for up to 14 days, as agreed between T-Mobile and Customer, and Customer will



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then have the ability to download the recordings to a Customer site archive location. All recordings are performed through the MultiLine App operated by Movius and, as such, T-Mobile will have no liability for any failure related to the recording or storage of voice calls or SMS messages. Customer will be fully responsible for complying with all applicable laws and regulations related to recording voice calls or SMS messages, including providing notices to, and obtaining consents from, end users whose communication is being recorded.

4. **Billing/Fees.** Customer will be charged for MultiLine Service on a monthly billing cycle basis in accordance with the Agreement. The pricing for the MultiLine Service is listed in **Attachment 1** (MultiLine Pricing) of this Addendum.
5. **Responsibility for the MultiLine Service.** Customer acknowledges and agrees that the MultiLine Service, including the Software, MultiLine App, and MultiLine Portal, are hosted and operated by Movius, a third-party provider of T-Mobile, and that T-Mobile's role in the MultiLine Service is limited to facilitating issuance of wireless numbers and providing the T-Mobile Network Service. As a result, T-Mobile does not control and expressly disclaims all liability related to or arising from the MultiLine Service, including Customer's use of the MultiLine Service, or liability related to or arising from any updates, modifications, outages, failures, corruption of data, loss of data, discontinuance of services, or termination of Customer's account by the MultiLine Service. T-Mobile is also not responsible for wireless connections for the MultiLine Service that are not provided via the T-Mobile Network Service. The "T-Mobile Network Service" means T-Mobile's nationwide network. This Service Addendum supplements and does not amend the Agreement.
6. **Customer Data.** T-Mobile will not have access to any Customer data generated through the MultiLine App and, to the extent T-Mobile does have access to Customer data, such data will be encrypted, and T-Mobile will not have access to any key, code, or related information to decrypt the data or to otherwise be able to view or discover the original content of the data. As such, T-Mobile does not control and is not responsible or liable for how the MultiLine Service transmits, accesses, stores, or uses Customer data. Notwithstanding the foregoing, T-Mobile will endeavor to ensure that Movius complies with the information security provisions in **Exhibit A** to this Service Addendum (the "MultiLine Data Protection Requirements Exhibit"). T-Mobile and Customer acknowledge and agree that the MultiLine Data Protection Requirements Exhibit will only apply to the MultiLine Service and will not apply to any other services provided by T-Mobile under the Agreement.
7. **T-Mobile's Responsibilities**
 - a. T-Mobile will provide Customer with access (a "Portal Access") to an administration portal of the MultiLine Service (the "MultiLine Portal").
 - b. T-Mobile will use commercially reasonable efforts to identify ways to improve the MultiLine Service with Movius, including applying proven techniques and tools within its operations.
 - c. T-Mobile will not complete calls using the MultiLine Service to 900, 976 and similar numbers for pay-per-call services.
8. **Roaming and Other Charges for Wireless Plan.** Customer is responsible for all charges and fees for the wireless plan that Customer or its Users maintain for each device that uses the MultiLine Service. Such charges and fees include usage overage charges, or roaming charges (including international roaming charges) when using the MultiLine Service outside of the in-network boundaries of the wireless plan. Customer will notify all of its Users of this possibility, and T-Mobile will have no liability for any roaming charges, data usage or overages incurred by the Customer User. Through the MultiLine App, Users may select the MultiLine Service to use their cellular network and use their allotted voice minutes or data limits



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under the wireless plan, or they may elect to use WiFi only. Customer Users can potentially avoid additional roaming and usage charges by selecting WiFi only when using the MultiLine Service, depending on the specific terms and conditions of the underlying wireless plan.

9. **Emergency Service Limitations.** When using the MultiLine Service to call 9-1-1 on a smartphone device in “minutes mode,” the MultiLine Service is designed to default to the native dialer on the device and attach to the strongest signal available from an available compatible wireless network. Wireless carriers are required under federal regulation to carry all calls to 9-1-1 that are received over their wireless network. Before using the MultiLine Service on a smartphone device in “data mode,” the Customer User must register a location to route a 9-1-1 call to the appropriate public safety answering point for that location. The registered location will be provided to the public safety answering point to assist in locating the device calling 9-1-1. Customer acknowledges that if a Customer User’s mobile device does not have cellular telephone service available or the MultiLine App is not set to use the cellular telephone service, the User may not be able to call 9-1-1 using the MultiLine Service. A Customer User’s mobile device may be able to complete a 9-1-1 call using the MultiLine Service when WiFi is available even when cellular telephone services are not. 9-1-1 calls using the MultiLine Service are subject to the following:

- a. 911 Access Terms. The 911 Access Terms on Schedule 2, attached to this Service Schedule and incorporated herein, will be applicable to all 9-1-1 calls and messages using the MultiLine Service.
- b. Inbound Call Blocking. If a Customer User sets the MultiLine App to “Do Not Disturb,” “Call Scheduling,” or “Call Forwarding,” an inbound call through the MultiLine Service, including from a 9-1-1 call center, will follow that setting. Before calling 9-1-1 in data mode, Customer Users should set the MultiLine App to allow inbound calls.

10. **Software Ownership and License.**

- a. Customer acknowledges that T-Mobile or Movius retain all right, title and interest in and to the Software, the MultiLine Service, and the documentation (including any copies thereof), and ownership of all intellectual property rights pertaining thereto. The term “Software” means any software or software components provided, licensed, or used by Customer and its Users in connection with the MultiLine Service.
- b. Subject to the terms and conditions of the Agreement and this Service Addendum, including the payment of all charges, T-Mobile grants to Customer, and to any Customer User authorized by Customer to use the MultiLine App, a limited, non-exclusive, non-transferable right to install, execute, copy, access and use the MultiLine App which may be downloaded onto the device of a Customer User solely for use with the MultiLine Service. The MultiLine Service is licensed to Customer solely for business purposes. All additional rights not expressly granted herein (unless they are core features or functionality reasonably required for the Software or the MultiLine Addendum) are reserved to T-Mobile or Movius.
- c. T-Mobile may suspend, block or terminate Customer’s or any Customer User’s use of any software if Customer fails to comply with the licensing requirements included herein and in the Agreement. Upon termination or expiration of the Agreement or the applicable service, any applicable software license will terminate, and Customer will immediately delete or return any T-Mobile provided Software to T-Mobile.
- d. Customer shall not, and shall not permit any third party to: (a) use or reproduce the Software, except as expressly permitted herein and under the Agreement; (b) adapt, alter, modify, remove,



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reverse engineer, decompile, disassemble, attempt to derive the source code for the Software, or otherwise obscure any proprietary notices on the Software or MultiLine Service; (c) rent, loan, sublicense, distribute or otherwise transfer the Software or the right to receive MultiLine Service to any third party; (d) encumber or suffer to exist any lien or security interest on any Software; or (e) use features, functionality or ports of the Software (or of the MultiLine Service) for which T-Mobile has not been paid.

- e. Customer owns all rights in Customer's Recordings and related records created through Customer's use of the MultiLine Service.
- f. T-Mobile may advise Movius of each Customer User's name, address and intended use of Software (or the MultiLine Service) and provide Movius with a copy of the relevant license agreement, and any service order or purchase order in advance. Customer agrees to such disclosures.

11. Miscellaneous. The Agreement and this Service Addendum constitute the complete, final, and exclusive understanding between Customer and T-Mobile regarding the subject matter of this Service Addendum. In the event of any inconsistency between the terms of this Service Addendum and the terms of the Agreement, the terms of this Service Addendum will control for purposes of the MultiLine Service. The Agreement and this Service Addendum supersede all prior understandings, communications, and agreements between Customer and T-Mobile with respect to the MultiLine Service.

12. Term and Termination. The term of this Service Addendum will commence on the Addendum Effective Date and will continue on a month-to-month basis. Either Party may terminate this Service Addendum without cause upon thirty (30) days' prior written notice to the other Party pursuant to the notice requirements in the Agreement. Either Party may terminate this Addendum without penalty if the other Party materially breaches this Service Addendum and such breach is not cured within thirty (30) days after the breaching Party receives written notice of such breach from the non-breaching Party. This Service Addendum and all rights and obligations hereunder, except those expressly indicated to survive, will terminate immediately upon termination or expiration of the Service Addendum or the Agreement. Unless otherwise set forth in the Agreement or this Service Addendum, termination or expiration of this Service Addendum does not terminate the Agreement or any rights or obligations in the Agreement. The following sections will survive any expiration or termination of this Addendum: Sections 1, 3, 4, 5, 6, 8, and 10.

T-Mobile USA, Inc. By: _____ Name: _____ Title: _____ Date: _____ Legal Approved by: _____ T-Mobile USA, Inc. Legal Department	[Customer Name] By: _____ Name: _____ Title: _____ Date: _____
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ATTACHMENT 1

MULTILINE PRICING

Monthly Recurring Charge(s) ("MRC") are monthly service charges and fees for the Services. MRCs do not include taxes, fees (including fees related to additional features), surcharges, or non-recurring charges (such as international roaming charges). MRC is net of all discounts. No other service discounts will apply.

MultiLine Service	Description	Commercially Available Price per Line/Month
MultiLine Standard Gov't	<ul style="list-style-type: none"> • Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. • Requires an active Voice line with data. • The MultiLine app is only available on iOS or Android smartphone platforms. • Tax Exclusive. 	\$13.94
MultiLine Plus Gov't	<ul style="list-style-type: none"> • Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. • Plus includes message capture, message opt-in/out, message blocking, and message redaction. • Requires an active Voice line with data. • The MultiLine app is only available on iOS or Android smartphone platforms. • Tax Exclusive. 	\$18.04
MultiLine Enterprise Gov't	<ul style="list-style-type: none"> • Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. • Includes message capture, message opt-in/out, message blocking, message redaction, and voice recording. • Requires an active Voice line with data. • The MultiLine app is only available on iOS or Android smartphone platforms. • Tax Exclusive. 	\$24.60
Add-On Features	Description	Commercially Available Price per Line/Month
Blackberry Dynamics Integration	Blackberry Dynamics Integration add-on feature integrates your MultiLine app with your BlackBerry Unified Endpoint Management (UEM). BlackBerry Unified Endpoint Management is purchased separately and is not provided directly by T-Mobile.	\$3.25
Microsoft Intune Integration	Microsoft Intune Integration add-on feature integrates your MultiLine app with your Microsoft Intune Mobile Device Manager (MDM). Microsoft Intune is purchased separately and not provided directly from T-Mobile.	\$3.25



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Salesforce Integration	Salesforce Integration add-on feature integrates your MultiLine app with your Enterprise Salesforce Organization. Enterprise Salesforce Organization is purchased separately and is not provided directly by T-Mobile.	\$20.00
WhatsApp Messaging Channel	WhatsApp Messaging Channel add-on feature allows compliant WhatsApp messaging directly inside of your MultiLine app. WhatsApp services are purchased separately and are not provided directly by T-Mobile.	\$29.00
One-Time Charges	Description	One-Time Charge
Digital Safe: SFTP	An automated process to push the recordings to the client using encrypted SFTP. This push would be in a CSV file which contains voice metadata and/or SMS metadata and SMS content. Associated media for voice content will be pushed separately. The records and media on Movius Cloud are then securely purged. The client is responsible for ensuring their archiving vendor can ingest the records.	\$2,250.00
Digital Safe: API	Movius has exposed APIs that allow a client to extract recordings on the Movius Platform. Recordings must be extracted within 72 hours.	\$2,250.00
SIPREC Call Recording	Secure connection from Movius Cloud to Client Data Centre. Calls are streamed live to the Client DC – no recording or storage on Movius at all. In the event the live stream to Client DC fails for some reason, the actual call will be dropped to ensure a call will not occur if recording fails.	\$45,500.00
ML IP Whitelisting	Allow listing of End User's IP addresses for Movius Management Portal (MMP) admin access and API URLs.	\$12,500.00
Direct Links Cost Indicator	Link charges needed to make the connection from Movius to the customer for SIPREC.	\$12,500.00 (billed annually)



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EXHIBIT A

MOVIUS DATA PROTECTION TERMS

This MultiLine Data Protection Requirements Exhibit (this "Exhibit") is hereby incorporated into the Solution Addendum to which it is attached (together with the underlying agreement, the "Agreement"). Unless otherwise defined in this Exhibit, capitalized terms will have the same meaning as in the Agreement, including the Solution Addendum. If there is a conflict between any provision in this Exhibit and any other provision of the Agreement, this Exhibit will control.

1. Definitions. The following capitalized terms will have the meanings ascribed to them:

"Covered Incident" means any instance in which T-Mobile and Movius have confirmed an actual, probable, or reasonably suspected access to or acquisition of Customer Data that was not authorized, whether arising from a Cybersecurity Event or otherwise.

"Customer Data" means any information about persons or entities who are prospective, former, or existing customers or employees of Customer or Customer's Affiliates (excluding such information that may be aggregated or anonymized), which Movius obtains or has access to as a result of the provision of the MultiLine Solution under Agreement.

"Cybersecurity Event" means any act or attempt, successful or unsuccessful, to gain unauthorized access to, disrupt or misuse Movius' Information System or information stored on Movius' Information System.

"Information System" means a discrete set of electronic information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of electronic information, as well as any specialized systems such as industrial/process control systems, telephone switching and private branch exchange systems, and environmental control systems.

"Process" means any operation or set of operations which is performed on information or on sets of information, including by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, viewing, disclosure by transmission, dissemination, alignment or combination, restriction, erasure, or destruction.

2. Scope.

2.1 General. This Exhibit only applies to the MultiLine Solution provided by T-Mobile to Customer. Customer acknowledges and agrees that this Exhibit does not apply to any other services provided by T-Mobile to Customer under the Agreement.

2.2 Movius. Customer also acknowledges and agrees that the MultiLine Solution, including the Software, MultiLine App, and MultiLine Portal, are hosted and operated by T-Mobile's subcontractor, Movius Interactive Corporation ("**Movius**"). As a result, T-Mobile will not have access to any Customer Data and, to the extent T-Mobile does have access to Customer Data, such data will be encrypted and T-Mobile will not have access to any key, code, or related information to decrypt the data or to otherwise be able to view or discover the original content of the data). To that end, Customer acknowledges and agrees that the obligations set forth in this Exhibit will not be directly applicable to T-Mobile, but T-Mobile will ensure that Movius complies with all obligations in this Exhibit.



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3. Handling of Customer Data.

3.1 Limitation of Processing. T-Mobile will ensure that Movius Processes Customer Data solely to the extent necessary to assist T-Mobile in performing T-Mobile's obligations under the Agreement. Movius may not Process Customer Data for any other purpose, including but not limited to: marketing to or contacting persons identifiable from such Customer Data (alone or in combination with other data), data mining, data analytics, or distribution of the information to any third parties, without written approval from Customer.

3.2 Individual Requests. T-Mobile will assist Customer in fulfilling its legal obligations to respond to individual requests, including requests to access Customer Data.

3.3 De-Identified Data. T-Mobile will ensure that Movius (1) will not, nor will it attempt to, re-identify any De-Identified Data with any personal information or otherwise perform functions that would re-identify the data, (2) has implemented technical and business safeguards that prohibit the re-identification of De-Identified Data, and (3) has implemented business processes to prevent inadvertent release of De-Identified Data. **"De-Identified Data"** means Customer Data that has been scrubbed, hashed, encrypted or otherwise obscured to remove any information that is reasonably linked to an identified or identifiable individual. Data that is readable only with a key or other technical measure is not De-Identified Data if Movius has access to the associated key or measure.

3.4 No Third-Party Sales of Information. T-Mobile will ensure that Movius does not sell, rent, transfer, share, disclose or otherwise make available or communicate orally, in writing, or by electronic or other means, whether for monetary or other valuable consideration or for any other reason, Customer Data to any third party, except with respect to Movius' subcontractors assisting in providing the MultiLine Solution, without the express written consent of Customer.

4. Privacy Program and Information Security Program.

4.1 T-Mobile will ensure that Movius has established, implemented, and will maintain during the Term comprehensive programs to (a) address privacy risks related to the development and management of existing and new products and services that Process Customer Data; (b) protect the privacy and confidentiality of Customer Data, (c) address security risks related to the development and management of existing and new products and services that Process Customer Data, and (d) protect the security of Customer Data (collectively, **"the Programs"**) in each case, containing controls and procedures appropriate to Movius' size and complexity, the nature and scope of its activities, and the sensitivity of the information processed. T-Mobile will ensure that Movius designates a qualified employee or employees to coordinate and be responsible for such Programs.

4.2 The written Program documentation will contain the following requirements:

(a) Administrative, technical and physical safeguards to identify, assess and protect against unauthorized access to, acquisition of, or Processing of Customer Data.

(b) Formal risk management processes to identify reasonably foreseeable risks, both internal and external, physical or digital, that could result in the unauthorized collection, use, or disclosure of Customer Data and assessment of the sufficiency of any safeguards in place to control those risks. At a minimum, the Programs will document consideration of risks in each area of relevant operation, including:



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- (1) employee hiring, training, and management, including training on the requirements of the Programs;
- (2) identity management and physical and digital system access;
- (3) asset classification and control;
- (4) secure product and software design, development, and testing, including access key and secret key management and secure cloud storage;
- (5) review, assessment, and responses to third party security vulnerability reports;
- (6) prevention, detection, and response to attacks, intrusions, or systems failures;
- (7) system and application development and maintenance;
- (8) change management, including immediate access control removal for terminated employees;
- (9) Covered Incident and Cybersecurity Event detection, response and recovery, physical and environmental security;
- (10) disaster recovery and business continuity;
- (11) encryption and cryptographic key management; and
- (12) Information System auditing, logging and monitoring

(c) The design and implementation of reasonable policies, controls and procedures to address the foregoing risks and regular testing or monitoring of the effectiveness of those controls and procedures;

(d) Development and use of steps to select and retain employees capable of appropriately protecting the privacy and security of Customer Data and requiring employees to implement and maintain appropriate privacy and security protections for such Customer Data; and

(e) Account for the evaluation and adjustment of the Programs in light of the results of the testing and monitoring required by Section 4.2(c), any changes to operations or business arrangements, regulatory obligations, or any other circumstances that are known (or there is reason to know) may have an impact on the effectiveness of the Programs.

5. Notification and Cooperation.

5.1 Cybersecurity Events. T-Mobile will cause Movius to promptly investigate all Cybersecurity Events to identify (i) any exploitable vulnerabilities related to the Cybersecurity Event and (ii) if the Cybersecurity Event caused or revealed any unauthorized access to, acquisition of, or Processing of Customer Data. The investigation will seek to establish the causes thereof and the nature and extent of all Customer Data, if any, affected by such activity and will proceed as quickly as reasonably possible:

(a) to mitigate any adverse impact or other harm to Customer or Customer's customers resulting from such Cybersecurity Event; and

(b) to prevent similar Cybersecurity Events from occurring in the future.

5.2 Covered Incidents. T-Mobile will notify Customer of a Covered Incident not more than seventy-two (72) hours after confirming the Covered Incident. T-Mobile will keep Customer informed at all stages of its investigation as appropriate, and of all actions taken in response.

5.3 Accessibility of Support. T-Mobile will ensure that Movius designates a single individual or group of individuals who will be available to 24 hours per day, 7 days per week, regarding its obligations under this Exhibit.



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Product Add Request**

6. SOC 2 Audit. T-Mobile will ensure that Movius' Information Systems that Process Customer Data have been and will be audited on an annual basis. Such audits are to be performed by an independent third-party auditor that tests against the most current Service Organization Controls (SOC) 2, Type II reporting framework as developed by the American Institute of Certified Public Accountants (AICPA) ("**SOC 2 Type II Audit**"). Alternatively, T-Mobile may require Movius to document or demonstrate its ability to fully comply with this Exhibit in addition to or in lieu of any SOC 2 Type II Audit.



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 5

CONTRACT #: MA176

Starting Date: 7/1/2019

Expiration Date: 8/11/2024

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and T-Mobile USA, Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The Attachments in Section 8 of Master Agreement are updated as follows:

Attachment C: Cost Sheet is replaced with a new Attachment C as attached herein.

Attachment G: Plan Description is replaced with a new Attachment G as attached herein

Attachment V: Category 3 Subcategory Definitions is replaced with a new Attachment V as attached herein.

Attachment W-2: Awarded Subcategories is added as a new attachment attached herein.

The Parties agree that pricing for Message Archiving with Smarsh will be in accordance with the pricing in Attachment G: Plan Description. The Percentage Off Discount in Attachment C: Cost Sheet will not be applicable to the Message Archiving with Smarsh pricing in Attachment G: Plan Description.

The Parties agree that the addition of new product and service lines within Attachment G under Section 3 of the Scope of Work (Attachment B) may be done moving forward with written approval by the Lead State in lieu of a formal amendment to the Master Agreement.

Effective Date of Amendment: as of the last signature date below.

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:

 Contractor's Signature Date

10/27/2021

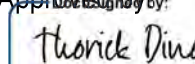
David Bezzant

Contractor's Name (Print)

Vice President, T-Mobile for Government

Title (Print)

Approved by:



T-Mobile USA, Inc. Legal Dept.



10/27/2021

Director, State of Utah Division of Purchasing

Date

For Division of Purchasing Internal Use

Purchasing Agent	Phone #	E-mail Address	Contract #
Solomon Kingston	801-957-7142	skingston@utah.gov	MA176

Attachment C - Cost Sheet

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet											
Award Category 1 Costsheets											
Vendor Name:		T-Mobile USA, Inc.				Bring Your Own Device Scenarios					
Scenario	Description <i>Vendor provides a device along with the rate plan. Pricing is for 1 device/plan on applicable per month.</i>	rate (\$ per month)	Usage Weight	Weighted Cost	Subsidized Device Scenarios <i>OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.</i>	Scenario	Description <i>Vendor provides a device along with the rate plan. Pricing is for 1 device/plan on applicable per month.</i>	rate	Usage Weight	Weighted Cost	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
1	basic phone - unlimited voice & messaging	\$20.00	0.115	\$2.30	T-Mobile provides a basic phone with an MSPR value of \$60.00 for calling and text messaging on a subsidized unlimited talk, text, and 2GB data plan. 24 months of service required.	8	Smartphone - 4 Gig of data, unlimited voice & messaging	\$20.00	0.01	\$0.20	Subsidized Unlimited Talk, Text, and Data with 2GB (Other data allotments available) • Unlimited minutes • Unlimited messaging • Unlimited data with 2 GB high-speed data • Smartphone Mobile Hotspot. Speeds slow at GB allotment. • Simple Global • Statewide International Unlimited Testing • Mobile Without Borders • Single On optimized video • Domestic data roaming • Music Freedom Pricing includes the 16% NASPO discount.
2	Smartphone - 4 Gig of data, unlimited voice & messaging	\$24.36	0.055	\$1.34	T-Mobile provides a basic smart phone with an MSPR value of \$110.00 included with a Smartphone Unlimited data, voice and messaging plan. 24 months of service required.	9	Smartphone - unlimited data, voice & messaging	\$24.36	0.01	\$0.24	T-Mobile ONE for Government Unlimited • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512kbps • Simple Global • Statewide International Unlimited Testing • Mobile Without Borders • Optimized video streaming at 480p • Gogo in-flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount.
3	Smartphone - 300 minutes of voice, unlimited data & messaging	\$20.00	0.357	\$7.14	T-Mobile provides a smartphone discount of \$50.00 on every unlimited tablet plan. 24 months of service required on this rate plan.	10	Tablet - 1 Gig of data	\$20.00	0.01	\$0.20	T-Mobile ONE for Government Tablet Unlimited. • Unlimited messaging and high-speed data • 1GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) • Simple Global • Optimized video streaming at 480p • Statewide International Unlimited Testing • Mobile Without Borders • Domestic data roaming Pricing includes the 16% NASPO discount.
4	Smartphone - unlimited data, voice & messaging	\$34.44	0.048	\$1.65	T-Mobile ONE for Government Unlimited • Includes a \$240.00 device subsidy. • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Simple Global • Statewide International Unlimited Testing • Mobile Without Borders • Optimized video streaming at 480p • Gogo in-flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount. We also offer a \$30.00 or \$64.00 (before AVD) subsidized plans with higher subsidies that we can offer to NASPO. 1.1. Requirements for Customer to Qualify for Device Credits. (a) For the Device Credit to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service under its Master Account. Each line of Service must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service (the "Subsidy Term"). (b) Customer can only choose one of the rate plans for each line of Service and cannot change or move the lines during the Subsidy Term; (c) Each line of Service and each Device purchased must be activated in accordance with the terms of the Agreement; and (d) Customer's account must remain in good standing with T-Mobile to receive the Device Credit. (e) Customer may upgrade the device after 20 months from date of activation after full payment of the outstanding amounts for the device. For the avoidance of doubt, lines of Service that are terminated or suspended (without reactivation) within the Subsidy Term will not qualify for any Device Credit. Subsidy Term/Termination: Device Recovery Fee. If any line of Service that received a Device Credit is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile a pro rata portion of the Device Credit equal to 2% of the subsidy amount for each month that has been credited. T-Mobile will give \$5.00 off of a T-Mobile sold device with a 24 months agreement on the data only low 150kb plan.	11	Unlimited Data Plans (no Throttling) that are used by First Responders	\$33.60	0.01	\$0.34	Priority ONE for First Responders with no deprioritization • Unlimited minutes and messaging • Unlimited 4G LTE device data • 1GB Smartphone Mobile Hotspot • Unlimited Smartphone Mobile Hotspot @512kbps • Simple Global • Statewide International Unlimited Testing • Mobile Without Borders • Optimized video streaming at 480p • Gogo in-flight 1 hour (unlimited flights) • Unlimited domestic data roaming Pricing includes the 16% NASPO discount.
5	data only - low - 150 kb	\$8.40	0.014	\$0.12		12	data only - low - 150 kb	\$8.40	0.01	\$0.08	Simple Choice for Government 1GB • Unlimited data (speeds slow at 1GB) • Unlimited domestic messaging • Smartphone Mobile Hotspot • Domestic data roaming • Simple Global • Statewide International Unlimited Testing • Music Freedom Pricing includes the 16% NASPO discount.
6	data only - moderate - 4 Gig	\$16.80	0.04	\$0.67	T-Mobile will give \$15.00 off a data only moderate 4GB plan off of a T-Mobile sold device with 24 months of service on the data only moderate 4GB plan.	13	data only - moderate - 4 Gig	\$16.80	0.01	\$0.17	Simple Choice for Government 3GB • Unlimited data (speeds slow at 3GB) • Unlimited domestic messaging • Smartphone Mobile Hotspot • Domestic data roaming • Simple Global • Statewide International Unlimited Testing • Music Freedom Pricing includes the 16% NASPO discount.
7	data only - unlimited data	\$38.25	0.287	\$10.98	T-Mobile will provide up to \$72.00 subsidy off of a T-Mobile sold compatible data hotspot device on the data only unlimited subsidy plan.	14	data only - unlimited data	\$38.25	0.01	\$0.38	Simple Choice for Government M Unlimited • Unlimited High-Speed Mobile Internet Data • Unlimited domestic messaging • Domestic data roaming • Simple Global • Statewide International Unlimited Testing • Music Freedom Pricing includes the 16% NASPO discount.
Total				\$14.1		Total				\$1.63	
Grand Total (C14 + K14)				\$29.81							
Subsidized Device Scenarios Requirements											
Scenario	Description	Requirements				Scenario	Description	Requirements			
1	basic phone - unlimited voice & messaging	Monthly rate covers 1 user / plan for device, network access, unlimited voice talk time and unlimited messaging *Device must be used in the US *Data must be used on a stock device *Data used on device will be pulled from account pool *Data includes unlimited messaging from the US to other countries				8	Smartphone - 4 Gig of data, unlimited voice & messaging	Monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and at least 4 Gig of 4G data *Data must contribute to overall account pool *Unlimited data from the previous month may roll over into the next month's allowance *Data includes unlimited messaging from the US to other countries			
2	Smartphone - 4 Gig of data, unlimited voice & messaging	Monthly rate covers 1 user / plan for device, network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and at least 4 Gig of 4G data *Device must be no other than one generation removed from next current model *Data must contribute to overall account pool *Unlimited data from the previous month may roll over into the next month's allowance *Data includes unlimited messaging from the US to other countries				9	Smartphone - unlimited data, voice & messaging	Monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *Data must contribute to overall account pool *Unlimited data from the previous month may roll over into the next month's allowance *Data includes unlimited messaging from the US to other countries			
3	Smartphone - 300 minutes of voice, unlimited data & messaging	Monthly rate covers 1 user / plan for device, network access, 300 minutes of voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *Device must be no other than one generation removed from next current model *Data must not throttle before at least 20 gig of data have been used in the current month *Data includes unlimited messaging from the US to other countries				10	Tablet - 1 Gig of data	Monthly rate covers 1 user / plan for network access, unlimited mobile hot spot and at least 1 Gig of 4G data *Data must contribute to overall account pool *Unlimited data from the previous month may roll over into the next month's allowance			
4	Smartphone - unlimited data, voice & messaging	Monthly rate covers 1 user / plan for device, network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *Device must be no other than one generation removed from next current model *Data must not throttle before at least 20 gig of data have been used in the current month *Data includes unlimited messaging from the US to other countries				11	Unlimited Data Plans (no Throttling) that are used by First Responders	Monthly rate covers 1 user / plan for network access, unlimited voice talk time, unlimited messaging, unlimited mobile hot spot and unlimited 4G data *Data must contribute to overall account pool *Unlimited data from the previous month may roll over into the next month's allowance			
5	data only - low - 150 kb	Monthly rate covers 1 user / plan for device, network access and at least 150 kb of 4G data *Device must be no other than one generation removed from next current model *Data must contribute to overall account pool *Unlimited data from the previous month may roll over into the next month's allowance				12	data only - low - 150 kb	Monthly rate covers 1 user / plan for network access, at least 150 kb of 4G data *Data must contribute to overall account pool *Unlimited data from the previous month may roll over into the next month's allowance			
6	data only - moderate - 4 Gig	Monthly rate covers 1 user / plan for device, network access, at least 4 Gig of 4G data and unlimited mobile hotspot *Device must be no other than one generation removed from next current model *Data must contribute to overall account pool *Unlimited data from the previous month may roll over into the next month's allowance				13	data only - moderate - 4 Gig	Monthly rate covers 1 user / plan for network access and at least 4 Gig of 4G data and unlimited mobile hotspot *Data must contribute to overall account pool *Unlimited data from the previous month may roll over into the next month's allowance			
7	data only - unlimited data	Monthly rate covers 1 user / plan for device, network access, unlimited 4G data and unlimited mobile hotspot *Device must be no other than one generation removed from next current model *Data must not throttle before at least 20 gig of data have been used in the current month				14	data only - unlimited data	Monthly rate covers 1 user / plan for network access, unlimited 4G data and unlimited mobile hotspot *Data must not throttle before at least 20 gig of data have been used in the current month			
Catalog Discount Offering											
Description		Percentage Off (%)	What aspects of plans does this discount apply to? Please be specific.								
Percentage off discount rate offered plans as defined by the Scope of Work (Must be an entry to be responsive)		16%	The 16% NASPO Discount applies to the rate plans listed above in Category 1.								
ILU Discount Offering											
Description		Percentage Off (%)	What aspects of plans does this discount apply to? Please be specific.								
Percentage off discount rate offered to ILU accounts as defined by the Scope of Work		up to 33%	Amplified Program: Get the hook up with T-Mobile Amplified - exclusive savings of up to 33% off for your employees and their families. • Talk, text & 4G LTE data on your smartphone • Mobile hotspot • Video streaming • FREE Gogo® In-flight Wi-Fi • International coverage in 210+ countries and destinations (up to 256 Kbps) • Name ID • Voice to text • No-cost DNDTS* number with each line								

Attachment C - Cost Sheet

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheets								
Award Category 2 Costsheets								
Vendor Name:				T-Mobile USA, Inc.				
Item Number	Item Description	Manufacture/Brand	Model	Price Per Unit	MSRP	Category Percentage off of MSRP (if applicable)	Average Cost	Notes
1	Cases	Griffin	Apple iPhone X Survivor Strong Case - Black	\$29.99	\$29.99	25.00%	\$36.66	Other options available at https://business.t-mobile.com/accessories
		Apple	Silicone Case for iPhone XS	\$39.99	\$39.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		OtterBox	SymmetrySeries Case for Samsung Galaxy S9	\$39.99	\$39.99	25.00%		Other options available at https://business.t-mobile.com/accessories
2	Screen Protectors	Tech21	Apple iPhone X/XS Impact Shield	\$34.99	\$34.99	25.00%	\$29.99	Other options available at https://business.t-mobile.com/accessories
		PureGear	Roll-On Extreme Impact for Samsung Galaxy S9	\$29.99	\$29.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		PureGear	Roll-On Extreme Impact for Apple iPhone X/XS	\$24.99	\$14.99	25.00%		Other options available at https://business.t-mobile.com/accessories
3	Chargers	T-Mobile	4ft Lightning Cable	\$19.99	\$19.99	25.00%	\$18.32	Other options available at https://business.t-mobile.com/accessories
		Belkin	Micro-USB to USB A Cable, 4ft	\$19.99	\$19.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		T-Mobile	Micro Cable 4 ft Black	\$14.99	\$14.99	25.00%		Other options available at https://business.t-mobile.com/accessories
4	Headsets for use with wireless devices	Apple	EarPods with Lightning Connector	\$29.99	\$29.99	25.00%	\$69.99	Other options available at https://business.t-mobile.com/accessories
		Apple	Airpods	\$159.99	\$159.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		Skullcandy	Ink'd Wired with mic - Black	\$19.99	\$19.99	25.00%		Other options available at https://business.t-mobile.com/accessories
5	Speakers for use with wireless devices	JBL	Go Speaker	\$39.99	\$39.99	25.00%	\$123.32	Other options available at https://business.t-mobile.com/accessories
		JBL	Link 10 - Black	\$149.99	\$149.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		Ultimate Ears	BLAST and POWER UP - Black	\$179.99	\$179.99	25.00%		Other options available at https://business.t-mobile.com/accessories
6	Basic Cell Phone	Alcatel	GO FLIP	\$75.00	\$75.00	0.00%	\$25.00	Pricing are subject to change at time of purchase and availability.
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
7	Push to Talk Device	N/A	N/A	\$0.00	\$0.00	0.00%	\$0.00	
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
8	SmartPhones	Apple	iPhone XS 64GB	\$999.99	\$999.99	0.00%	\$873.33	Pricing are subject to change at time of purchase and availability.
		Apple	iPhone X 64GB	\$899.99	\$899.99	0.00%		Pricing are subject to change at time of purchase and availability.
		Samsung	Galaxy S9 64GB	\$720.00	\$720.00	0.00%		Pricing are subject to change at time of purchase and availability.
9	Tablets	Apple	iPad 32GB	\$459.99	\$459.99	0.00%	\$493.33	Pricing are subject to change at time of purchase and availability.
		Apple	iPad Pro 10.5 64GB	\$779.99	\$779.99	0.00%		Pricing are subject to change at time of purchase and availability.
		Samsung	Galaxy Tab E	\$240.00	\$240.00	0.00%		Pricing are subject to change at time of purchase and availability.
10	Cellular Modems stand alone, integrated or USB	N/A	N/A	\$0.00	\$0.00	0.00%	\$0.00	
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
11	MiFi Hot Spots	Alcatel	LINKZONE	\$72.00	\$72.00	0.00%	\$24.00	Pricing are subject to change at time of purchase and availability.
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
12	WiFi Cellular Routers	N/A	N/A	\$0.00	\$0.00	0.00%	\$0.00	
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
13	IoT Sensors	N/A	N/A	\$0.00	\$0.00	0.00%	\$0.00	
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
14	Cellular-enabled video cameras	N/A	N/A	\$0.00	\$0.00	0.00%	\$0.00	
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
15	Cords / cables	N/A	N/A	\$0.00	\$0.00	0.00%	\$0.00	
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
16	Signal Boosters / Antennas	TBD	TBD	\$0.00	\$0.00	0.00%	\$0.00	T-Mobile will work with each Participating State on in-building solutions.
		TBD	TBD	\$0.00	\$0.00	0.00%		T-Mobile will work with each Participating State on in-building solutions.
		TBD	TBD	\$0.00	\$0.00	0.00%		T-Mobile will work with each Participating State on in-building solutions.
Total							\$278.28	
ILU Discount Offering								
Description		Percentage Off (%)		What aspects of plans does this discount apply to? Please be specific.				
Percentage off discount rate offered to ILU account		\$0.00		Promotional offerings at the time of purchase may apply.				

Attachment C - Cost Sheet

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheets				
Category 3A: Fleet Management Costsheets				
VENDOR		T-Mobile USA, Inc.		
Monthly Recurring Cost				
Description	minimum quantity of vehicles	monthly fee	total annual cost (qty x fee x 12)	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
Basic Fleet Management	10	\$12.60	\$1,512.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	100	\$12.60	\$15,120.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	500	\$12.60	\$75,600.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	1000	\$12.60	\$151,200.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	5000	\$12.60	\$756,000.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
Total Annual Recurring Cost			\$999,432.00	
Service Requirements				
Description		requirements		
Basic Fleet Management		*Solution to track, monitor & dispatch vehicles while collecting information on vehicle location & operation *must have option to connect to vehicle's On Board Diagnostic-II (OBD-II) port *Ability to monitor vehicle location *Provide location-based vehicle dispatch support *Collect information on driver performance *Real time and historical reporting via secure, centralized portal *Ability to set up alerts based on customer devined parameters		
Installation & Set Up Costs				
Description	minimum quantity of vehicles	cost per vehicle	Total Set Up Cost	OFFEROR NOTES Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10	\$0.00	\$0.00	Installation, set up and basic training is included at no charge.
	100	\$0.00	\$0.00	Installation, set up and basic training is included at no charge.
	500	\$0.00	\$0.00	Installation, set up and basic training is included at no charge.
	1000	\$0.00	\$0.00	Installation, set up and basic training is included at no charge.
	5000	\$0.00	\$0.00	Installation, set up and basic training is included at no charge.
Total Installation and Set Up Cost			\$0.00	
Installation & Set Up Requirements				
Description		requirements		
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's instance in provider's hosted environment. *install each device in vehicle and connect to OBD-II		

Scorable Cost	\$999,432.00
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Attachment C - Cost Sheet

MA176 Wireless Voice, Data and Accessories Attachment C: Costsheets				
Category 3B: Mobile Device Management Costsheets				
VENDOR		T-Mobile USA, Inc.		
Monthly Recurring Cost				
Description	minimum quantity of licenses	monthly fee	total annual cost (qty x fee x 12)	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
Basic Mobile Device Management cost per device	10	\$4.00	\$480.00	Provides IBM MaaS360 Essentials Suite
	100	\$3.90	\$4,680.00	Provides IBM MaaS360 Essentials Suite
	500	\$3.80	\$22,800.00	Provides IBM MaaS360 Essentials Suite
	1000	\$3.70	\$44,400.00	Provides IBM MaaS360 Essentials Suite
Total Annual Recurring Cost			\$72,360.00	
Service Requirements				
Description		requirements		
Basic Mobile Device Management		*central control to enroll, configure, secure, monitor and manage all enrolled devices (iOS, Android, Blackberry, Windows) *Ability to configure and update devices over-the-air *Ability to push and update custom apps to devices over-the-air *Enforce security and compliance policies *Secure Mobile Access to corporate resources *Provide Secure Container for corporate apps and data on each device *Ability to remote wipe entire device and / or only apps and data in secure container		
Installation & Set Up Costs				
Description	minimum quantity of licenses		Total Set Up Cost	OFFEROR NOTES Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10		\$299.00	
	100		\$0.00	Installation for 100 lines and above is complementary
	500		\$0.00	
	1000		\$0.00	
Total Installation and Set Up Cost			\$299.00	applies only to installation/deployment under 100 lines
Installation & Set Up Requirements				
Description		requirements		
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's instance in provider's hosted environment. *At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer.		

Scorable Cost	\$72,659.00
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Consultative Hourly Rate (this rate will be included in the contract)	\$0.00
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Attachment C - Cost Sheet

MA176 Wireless Voice, Data and Accessories Attachment C: Costsheet				
Category 3B: Mobile Device Management Costsheet				
VENDOR			T-Mobile USA, Inc.	
Monthly Recurring Cost				
Description	minimum quantity of licenses	monthly fee	total annual cost (qty x fee x 12)	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
Basic Mobile Device Management cost per device	10	\$3.78	\$453.60	Provideses VMware Workspace One Standard Annual charge only, monthly fee not available.
	100	\$3.69	\$4,422.60	Provideses VMware Workspace One Standard Annual charge only, monthly fee not available.
	500	\$3.59	\$21,546.00	Provideses VMware Workspace One Standard Annual charge only, monthly fee not available.
	1000	\$3.50	\$41,958.00	Provideses VMware Workspace One Standard Annual charge only, monthly fee not available.
Total Annual Recurring Cost			\$68,380.20	
Service Requirements				
Description		requirements		
Basic Mobile Device Management		*central control to enroll, configure, secure, monitor and manage all enrolled devices (iOS, Android, Blackberry, Windows) *Ability to configure and update devices over-the-air *Ability to push and update custom apps to devices over-the-air *Enforce security and compliance policies *Secure Mobile Access to corporate resources *Provide Secure Container for corporate apps and data on each device *Ability to remote wipe entire device and / or only apps and data in secure container		
Installation & Set Up Costs				
Description	minimum quantity of licenses		Total Set Up Cost	OFFEROR NOTES Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10		\$2,000.00	This is a one time setup cost for basic VMware Workspace One. There is no additional fee for adding more lines
	100		\$2,000.00	This is a one time setup cost for basic VMware Workspace One. There is no additional fee for adding more lines
	500		\$2,000.00	This is a one time setup cost for basic VMware Workspace One. There is no additional fee for adding more lines
	1000		\$2,000.00	This is a one time setup cost for basic VMware Workspace One. There is no additional fee for adding more lines
Total Installation and Set Up Cost			\$2,000.00	
Installation & Set Up Requirements				
Description		requirements		
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's instance in provider's hosted environment. *At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer.		

Scorable Cost	\$70,380.20
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Consultative Hourly Rate (this rate will be included in the contract)	\$0.00
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Attachment C - Cost Sheet

MA176 Wireless Voice, Data and Accessories Attachment C: Costsheets					
Award Category 3-B Costsheets					
Vendor Name:			T-Mobile USA, Inc.		
	Product Name	Product Description	Characteristics of Product	Percentage Off Discount (%)*	Notes
	Message Archiving with Smarsh	Message Archiving of SMS,MMS, and RCS messages	Archives users SMS, MMS, and RCS messages		4%
				4%	
*The Offeror with the highest proposed minimum discount % (or Average discount off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.					
Consultative Hourly Rate (this rate will be included in the contract)	\$0.00				

Attachment C - Cost Sheet

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet				
Category 3C: Mobile Integration Costsheet				
VENDOR		T-Mobile USA, Inc.		
Monthly Recurring Cost				
Description	minimum quantity of licenses	monthly fee	total annual cost (qty x fee x 12)	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
Basic Mobile Integration cost per device	10	\$23.50	\$2,820.00	a. Cloud PBX Calling i. Direct Inward Dial/Direct Outward Dial to/from Business Phone Number ii. Direct Inward Dial/Direct Outward Dial to/from Business email address to Business email address iii. Personal Group Calling (existing and ad-hoc) 3-Way calling implemented through ad-hoc personal groups iv. Transfer (Blind, Consultative) v. Hold vi. Call Waiting vii. Call Waiting ID viii. Call Forward (All, No Answer, Busy, Selective) ix. Find Me Follow Me x. Do Not Disturb xi. Out of Office xii. Caller Name & Number xiii. Call Name &/or ID Block (outbound) xiv. Call pull xv. Voicemail xvi. Voicemail to text (300 sec)
	100	\$23.50	\$28,200.00	Same as above.
	500	\$23.50	\$141,000.00	Same as above.
	1000	\$23.50	\$282,000.00	Same as above.
Total Annual Recurring Cost			\$454,020.00	

Service Requirements		
Description		requirements
Basic Mobile Integration		As a minimum, solutions meeting this criteria will provide: •Single Number Reach or the ability for a user to be reached at a single business telephone number. •Calls to that single telephone number would ring at both the user's desk phone or mobile device either through simultaneous and/or sequential ringing. • Single Voicemail Box for calls to that single business number.

Installation & Set Up Costs				
Description	minimum quantity of licenses		Total Set Up Cost	OFFEROR NOTES Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10		\$0.00	Installation and Set up at no cost.
	100		\$0.00	Installation and Set up at no cost.
	500		\$0.00	Installation and Set up at no cost.
	1000		\$0.00	Installation and Set up at no cost.
Total Installation and Set Up Cost			\$0.00	

Installation & Set Up Requirements		
Description		requirements
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's mobile service with integration to wired service. *At least one remote meeting with customer's designated system administrator to complete set up and provide knowledge transfer.

Scorable Cost	\$454,020.00
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Consultative Hourly Rate (this rate will be included in the	\$0.00
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Attachment C - Cost Sheet

MA176 Wireless Voice, Data and Accessories Attachment C: Costsheet					
Award Category 3-D, E, F Costsheet					
Vendor Name:				Actsoft, Inc.	
	Product Name	Product Description	Characteristics of Product	Percentage Off Discount (%)*	Notes
	Encore Classic	Workforce Management (WFM) – Management tools to dispatch and monitor employees/job status	Time & Attendance. Choice of 4 other prebuilt forms modules. Standard reports	10%	
	Encore Essentials	Workforce Management (WFM) – Management tools to dispatch and monitor employees/job status	Time & Attendance. Choice of 500 other prebuilt forms modules. Ability to customize forms and reporting		
	Encore Ultimate	Workforce Management (WFM) – Management tools to dispatch and monitor employees/job status	Time & Attendance. Choice of 500 other prebuilt forms modules. Ability to customize forms and reporting. Scheduling & Dispatch. Adhoc Reporting. Access to APIs		
	Encore EVV	For Healthcare, EVV enables healthcare companies to comply with government regulations to document home visits and keep data secure.	Visit Verification. Visit Scheduling & Verification		
	Encore EVV+Time	For Healthcare, EVV enables healthcare companies to comply with government regulations to document home visits and keep data secure.	Time & Attendance. Visit Scheduling & Verification		
	Encore Classic Vault	Workforce Management (WFM) – Management tools to dispatch and monitor employees/job status with enhanced data security	Time & Attendance. Choice of 4 other prebuilt forms modules. Standard reports		
	Encore Essentials Vault	Workforce Management (WFM) – Management tools to dispatch and monitor employees/job status with enhanced data security	Time & Attendance. Choice of 500 other prebuilt forms modules. Ability to customize forms and reporting		
	Encore Ultimate Vault	Workforce Management (WFM) – Management tools to dispatch and monitor employees/job status with enhanced data security	Time & Attendance. Choice of 500 other prebuilt forms modules. Ability to customize forms and reporting. Scheduling & Dispatch. Adhoc Reporting. Access to APIs		
	Encore GPS Tracking	Continuous GPS Tracking provides near real-time worker location and smarter scheduling	Add-on service to other product tiers		
				10%	
*The Offeror with the highest proposed minimum discount % (or Average discount off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.					
Consultative Hourly Rate (this rate will be included in the contract)	\$150.00				

Attachment C - Cost Sheet

MA176 Wireless Voice, Data and Accessories Attachment C: Costsheets					
Award Category 3-D,E,F Costsheets					
Vendor Name:			doForms, Inc.		
	Product Name	Product Description	Characteristics of Product	Percentage Off Discount (%)*	Notes
	doForms Standard	Standard doForms mobile forms	doForms standard mobile forms features		
	doForms Advanced	Standard + Workflow	Includes workflow, dispatch, GPS tracking, scheduling, etc...		
	doForms Premium	Advanced + Integration	Includes web services and integration (QuickBooks, Salesforce, SharePoint, SQL/Oracle, Access, Excel, etc...)		
	doForms Credits 5,000	5,000 doForms Credits	Credits for external form submissions		Additional option for 1,000 credits
				0.50%	
*The Offeror with the highest proposed minimum discount % (or Average discount off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.					
Consultative Hourly Rate (this rate will be included in the contract)	\$95 - \$250 per hour depending upon resource (Developer, PM, PS, etc...)				

Attachment C - Cost Sheet

MA176 Wireless Voice, Data and Accessories Attachment C: Costsheets					
Award Category 3-E, F Costsheets					
Vendor Name:				GoCanvas	
	Product Name	Product Description	Characteristics of Product	Percentage Off Discount (%)*	Notes
	GoCanvas Mobile Forms Platform	Leading Mobile and cloud software platform allowing organizations to modernize any outdated or paper based work process to be published and carried out on a smartphone or tablet. Once digital, these enhanced business processes and workflows can better connect workers to the data they need as well as each other and empowers the business to make smarter decisions based on real data insights from the front-lines.	<ul style="list-style-type: none">- Drag & drop, no-code app builder- Powerful PDF designer- Offline Access- Workflow & Dispatch- Custom Analytics- Unlimited Cloud Storage- Out-of-the-Box & Custom Integrations- Industry Standard Encryption and Security- GDPR Compliant	4%	4% discount
*The Offeror with the highest proposed minimum discount % (or Average discount off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.					
Consultative Hourly Rate (this rate will be included in the contract)	\$0.00				

Attachment C - Cost Sheet

MA176 Wireless Voice, Data and Accessories Attachment C: Costsheet					
Vendor Name: Hitachi			Award Category 3-4 Costsheet		Y Mobile USA Inc.
Product Name	Product Description	Characteristics of Product	Percentage Off Discount (%)	Notes	
myDevice Gateway - cellular enabled	LoRa WAN gateway	1 gateway + 1 license + data connectivity			
myDevice Gateway - ethernet only	LoRa WAN gateway	1 gateway + 1 license			
Temperature sensor	Temperature & Humidity sensor is a Long Range LoRaWAN Sensor. It includes a built-in SHT20 Temperature & Humidity sensor and has an external sensor connector to connect to external sensors such as Temperature Sensor, Soil Moisture Sensor, Filling Sensor etc.	1 sensor + 1 license			
1 button satisfaction survey	A simple 1 push button terminal that monitors in real time the average level of satisfaction, generates alerts when satisfaction is falling and records corrective actions taken by your agents. Collect information about your users and monitor the improvement in satisfaction and in your interventions' performance. The solution allows you to collect valuable data such as the time required for each intervention, their duration or the impact on satisfaction.	1 sensor + 1 license			
2 button satisfaction survey	A simple 2 push button terminal that monitors in real time the average level of satisfaction, generates alerts when satisfaction is falling and records corrective actions taken by your agents. Collect information about your users and monitor the improvement in satisfaction and in your interventions' performance. The solution allows you to collect valuable data such as the time required for each intervention, their duration or the impact on satisfaction.	1 sensor + 1 license			
Bluetooth beacon	The H2 beacon is one of your best choices for indoor navigation tracking solutions. It is based on a 2.4GHz design, and boasts a waterproof level of IP67. In addition to broadcasting its own MAC address, the H2 beacon also broadcasts the strength of the Bluetooth signal, which is RSSI information.	1 sensor + 1 license			
Global sat push button	The GlobalSat L17-501 standard series is a RF Network tracker specifically designed for both indoor and outdoor monitoring on objects. It is compact, light, and easy to use. The device is also equipped with the rechargeable battery to provide basic power usage.	1 sensor + 1 license			
Smart waste bin sensor	The Smart Waste Bin Detector sensor is designed for waste bin (trash bin) status detection. It detects full/empty, flame risk, inclined (full or not) and etc. With LoRaWAN module, it transmits the status via gateway to networks server and application server. User can monitor the status remotely. With the application software, user can assign the collector resource work plan and route plan. Analyze task performance and find out solution to improve. Finally the objective of high efficiency, good environment, and low cost are achieved. As it is with algorithm of low power consumption, the internal battery can work for more than 5 years (at 4 hours interval uplink intervals).	1 sensor + 1 license			
Robo predictive maintenance sensor	The Robo Assistant predictive maintenance sensor by milne beams quickly and well! It applies analysis algorithms embedded in the sensor to understand and monitor all of your equipment. Beep info, send warning, auto configuration. To install Robo, simply place it on your equipment. Robo works independently for several years.	1 sensor + 1 license			
Desk presence sensor	The Elips ERS Desk is a LoRaWAN sensor for measuring desk occupancy. ERS Desk is designed to mount under the desk and senses when somebody is using the desk (standing/sitting). It can be used for dynamic workplace management, facility management and workplace statistics. The sensor also measures temperature, humidity and light. ERS Desk is powered by two 3.6V AA lithium battery.	1 sensor + 1 license			
Sound Sensor	The Elips ERS Sound sensor is a LoRaWAN room sensor that measures indoor environment. ERS sound is enclosed in a room sensor box and is designed to be wall mounted. Inside the ERS you will find five internal sensors: Temperature sensor, humidity sensor, light sensor, Sound level sensor (peak and average) and a motion sensor (PIR). ERS sound is powered by two 3.6V AA lithium battery(ER4505).	1 sensor + 1 license			
CO2 sensor	The Elips ERS CO2 is a LoRaWAN room sensor that measures indoor environment. ERS CO2 is enclosed in a room sensor box and is designed to be wall mounted. Inside the ERS CO2 you will find five sensors: Temperature sensor, humidity sensor, light sensor, CO2 sensor and a motion sensor (PIR). The ERS CO2 is powered by two 3.6V AA lithium battery.	1 sensor + 1 license			
Room Occupancy Sensor	The Elips ERS Eye is a LoRaWAN sensor for room occupancy detection. ERS Eye is designed to be mounted on the ceiling and senses when somebody is using the room (standing/sitting). It can be used for dynamic workplace management, facility management and workplace statistics. The sensor also measures temperature, humidity and light. ERS Eye is powered by two 3.6V AA lithium battery.	1 sensor + 1 license			
Smoke and Heat sensor	The CS-134 is an M2M/IoT station that is LoRaWAN™ compliant for smoke and heat detectors that are built by Lohr® every day. These small but effective devices are a vital fire safety early warning system, in both the workplace and the home.	1 sensor + 1 license			
Industrial temperature and humidity sensor with probe	The industrial temperature and relative humidity sensor can be used for a variety of applications and comes equipped with a temperature probe. Its IP67 enclosure is waterproof, making it ideal for use in refrigerators and freezers.	1 sensor + 1 license			
Indoor window and door sensor	NetScout's wireless door/window sensor utilizes a magnetic switch to detect when a door or window is opened. Ideal for areas where access needs to be monitored, the wireless sensor sends an alert message to a centralized monitoring system via the LoRaWAN protocol when a window or door is opened.	1 sensor + 1 license			
Occupancy, temperature and light sensor	NetScout's wireless occupancy, temperature and light sensor reports temperature and illumination status values over the LoRaWAN network at pre-programmed intervals. In addition to this the infrared occupancy sensor will alert to real-time movement once the sensor is triggered to report occupied status of the area. When you're dealing with a rodent problem, there's plenty of frustrations to deal with – remembering to constantly check your traps shouldn't be one of them. With the Victor Smart Kit Electronic Mouse/Rat Trap, you can get updates from your trap no matter where you are! This innovative Wi-Fi-enabled trap pairs with an app on your smartphone or other mobile device and sends a notification to alert you of a catch, letting you know when it's time to empty the trap without having to check.	1 sensor + 1 license			
Robotic traps with sensor		1 sensor + 1 license			
People Counter sensor	The Vipeo Vector 400 AI is the most advanced people counter in the world with 100% count accuracy. Impressive features such as passive staff detection, dwell time measuring and the ability to connect multiple units to cover wide openings enable this IoT device to help smart businesses go beyond people counting and optimize the customer experience. And it does all this anonymously, protecting customer and staff privacy!	1 sensor + 1 license			
*The Offeror with the highest proposed minimum discount % (or Average discount off) for the given subcategory will receive 100% of the cost points possible for that service category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Proposed Discount % / Maximum Proposed Discount %) * Total Cost Points Available.			10%		
Consultative Hourly Rate (this rate will be included in the contract)	\$150 per hour, \$500 minimum				

Author Statement: I have read and approved the final manuscript.

Author's note:

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Attachment disorder

[illegible]

Judy Foster, RN[illegible]

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A. H. J. van den Bosch et al.



MA176

Wireless Data, Voice, and Accessories

Attachment V

Category 3 Subcategory Definitions

Item	Application	Definition
A	Fleet Management	Allows the management of tasks associated with managing a fleet of vehicles through the use of telematics or remote sensing devices.
B	Mobile Device Management /Enterprise Mobility Management (MDM/EMM)	Mobile device management/enterprise mobility management (MDM/EMM) are solutions IT organizations use to manage and support end users' mobile devices, applications and data, and to enforce enterprise security policies.
D	Workforce Management	Workforce management solutions are systems that organizations use to manage personnel who are mobile or regularly operate outside of a fixed office or work location. Functions typically include supervisory monitoring, time and attendance tracking, enforcing pay/workforce rules, scheduling, planning, task management, capacity planning, budgeting, forecasting, and other related functions
E	Field Service Management	Systems that support the management of field service operations typically managing service orders, dispatching technicians, work planning, route optimization, time recording, maintenance data collection/analysis and other related functions.
F	Mobile Data Collection/Mobile Forms	A solution(s) that allow mobile users with cellular-equipped tablets or smartphones to collect data and possibly other information (e.g. pictures, videos, audio notes, locations, etc.), which is then sent over the cellular network to a cloud storage facility from which it can be accessed or downloaded by the customer.
L	Building & Facilities Automation	Similar to Energy Conservation/Management but focused on a wider range of systems including building access, security, and other functions to improve occupant comfort and security, ensure efficient operation of building systems, reduction in energy consumption and operating costs, and improve the life cycle of building utilities.



MA176

Attachment W-2

Wireless Data, Voice and Accessories

Contractor Award Sheet

Contractor Name: T-Mobile USA, Inc.

Instructions: Please indicate below which categories of award apply to your proposal. Offerors may propose by state if desired in lieu of a National Award for Categories 3 and 4 (Regional). If Regional award is desired please indicate so on this attachment. Organizing your proposal so that each category of award is addressed separately would be preferable.

Category (subcategory)	Yes	No	Regional Award?
Category 3: Turnkey Wireless Solutions (Check this if any subcategories below)			
Category 3: Subcategory A: Fleet Management			
Category 3: Subcategory B: Mobile Device Management /Enterprise Mobility Management (MDM/EMM)	X		
Category 3: Subcategory C: Mobile Integration/Mobile Substitution Solutions		X	
Category 3: Subcategory D: Workforce Management	X		
Category 3: Subcategory E: Field Service Management	X		
Category 3: Subcategory F: Mobile Data Collection/Mobile Forms	X		
Category 3: Subcategory G: Traffic Management and Intelligent Transport Systems (ITS)		X	
Category 3: Subcategory H: Snow & Ice Removal and Route Management		X	
Category 3: Subcategory I: Public Safety Systems		X	
Category 3: Subcategory J: IoT Management		X	
Category 3: Subcategory K: Energy Conservation/Management		X	
Category 3: Subcategory L: Building & Facilities Automation	X		
Category 3: Subcategory M: Enterprise Messaging		X	
Category 3: Subcategory N: Secure LAN Access		X	
Category 3: Subcategory O: Utility Operations, Monitoring and Support		X	
Category 3: Subcategory P: Health and Human Services		X	

MA176 Wireless Data, Voice and Accessories RFP Attachment W: Offeror Submission Sheet

Attachment W-2 - Awarded Subcategories

Category 3: Subcategory Q: Education			
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STATE OF UTAH

CONTRACT AMENDMENT

AMENDMENT # 4 To CONTRACT # MA176-1

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing** referred to as State Entity and, **T-Mobile USA, Inc.**, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract period:

7/1/2019 (original starting date)

8/11/2024 (current ending date)

Unchanged **new ending date**

2. Agreed to changes:

The Parties Agree as follows:

Replace Attachment G of Contract #MA176 with the updated Attachment G

4. Effective Date of Amendment: 9/20/20

All other conditions and terms in the original contract and previous amendments remain the same.

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

CONTRACTOR

DocuSigned by:

David Bezzant 10/16/2020
Contractor's signature Date

David Bezzant Vice President

Type or Print Name and Title

STATE

[Signature] 10/20/2020
Director, Division of Purchasing Date

Christopher Jennings
Agency Contact Person

801-957-7151
Telephone Number

N/A
Fax Number

ctjennings@utah.gov
Email

DocuSigned by:

Approved by: **Kevin Creed**

T-Mobile USA, Inc. 199047264C3...

(Revision 04 October 2018)

Plan # of Feature #	Plan or Feature Description	Monthly Cost Before Discount	Discount Percentage	NAIPO Value/Post Monthly Cost (not of discount)	One time Cost Amount	Description of One Time Cost	Details of Plan														Details of Add On Features						Available to new Users Currently							
							Voice				Data				Messaging				Equipment		Details of Add On Features													
							anytime minutes included	nights / weekends minutes included	provider to provider minutes included	cost per minute coverage - any time	cost per minute coverage - night / weekend	Pooled	measurement for billing	qty included	throughput after how much monthly usage	Pooled	average unit measurement?	average cost per unit	data network??	Qty SMS included	Qty MMS included	Pooled	cost per SMS over	cost per MMS over	Subsidized Device	Equipment Requirements		description of unit	qty of units included	units of coverage	cost per unit of coverage	data network??	throughput after how much monthly usage	
100802	Add-on: 30GB Data for Simple Choice Add-On: 3GB data for Simple Choice (unlimited data with 2 GB High speed Smartphone Mobile Hotspot. Speeds slow at GB allotment Domestic data roaming	\$30.00	0%	\$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Smartphones	GB data	unlimited	N/A	N/A	High speed	30GB	•Unlimited data. Speeds slow at 30GB allotment. •Smartphone Mobile Hotspot. Speeds slow at 30GB allotment. •Data Wash up to 30GB •Merge On optimized video •Domestic data roaming •Music Freedom •For Smartphone and BB10 devices only.	Yes			
2208047A		\$0.00	10%	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	EB	Unlimited	2GB	N/A	N/A	N/A	N/A	3G/4G/LTE/3G	N/A	N/A	N/A	Yes	Smartphone	4G LTE Data	2GB	N/A	N/A	10/4G/LTE/3G/2G	2GB	N/A	•Unlimited data. Speeds slow at 6GB allotment. •Smartphone Mobile Hotspot. Speeds slow at 6GB allotment. •Data Wash up to 2GB •Merge On optimized video •Domestic data roaming •Music Freedom •For Smartphone and BB10 devices only.	Yes	
60802	Add-on: 6GB Data for Simple Choice Add-On: No Data Service No Data Feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0 plans or Government Unlimited plans	\$15.00	0%	\$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Smartphones	GB data	unlimited	N/A	N/A	High speed	6GB	N/A	•Unlimited data. Speeds slow at 6GB allotment. •Smartphone Mobile Hotspot. Speeds slow at 6GB allotment. •Data Wash up to 2GB •Merge On optimized video •Domestic data roaming •Music Freedom •For Smartphone and BB10 devices only.	Yes		
NO0A7A		\$0.00	10%	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphone	No Data Service	N/A	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited 4G LTE device data •20GB 4G LTE mobile hotspot •Unlimited 3G mobile hotspot after 20GB (up to 600kps) •Unlimited HD streaming passes (must be activated) •Simple Global—Unlimited 3G data at 2x speeds in 210+ destinations (up to 254kps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited Cogo Inflight Wi-Fi (unlimited Rights/uses) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes		
GOV1PLUS	Add-on: T-Mobile ONE Plus (Smartphone)	\$15.00	0%	\$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-On to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •20GB 4G LTE mobile hotspot •Unlimited 3G mobile hotspot after 20GB (up to 600kps) •Unlimited HD streaming passes (must be activated) •Simple Global—Unlimited 3G data at 2x speeds in 210+ destinations (up to 254kps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited Cogo Inflight Wi-Fi (unlimited Rights/uses) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes		
ESP1URD	Add-on: T-Mobile ONE Plus (Smartphone) ONE-ONE Plus	\$0.00	0%	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-On to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •20GB 4G LTE mobile hotspot •Unlimited 3G mobile hotspot after 20GB (up to 600kps) •Unlimited HD streaming passes (must be activated) •Simple Global—Unlimited 3G data at 2x speeds in 210+ destinations (up to 254kps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited Cogo Inflight Wi-Fi (unlimited Rights/uses) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes		
ESP1URM	Add-on: T-Mobile ONE Plus Government (Tablet)	\$15.00	10%	\$13.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Tablets	Add-on to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •20GB 4G LTE mobile hotspot •Unlimited 3G mobile hotspot after 20GB (up to 600kps) •Unlimited HD streaming passes (must be activated) •Simple Global—Unlimited 3G data at 2x speeds in 210+ destinations (up to 254kps) •Mobile Without Borders—5GB 4G LTE device data in Mexico & Canada •Unlimited domestic data roaming	Yes		
GTW124T	Add-on: T-Mobile ONE Unlimited Data	\$0.00	0%	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •15GB 4G LTE Smartphone Mobile Hotspot (3G speeds after that) •Unlimited HD video streaming (must be activated via T-Mobile app or My T-Mobile) •2X faster Simple Global data roaming (up to 254kps) •Unlimited domestic data roaming •ONE Plus Voice also includes the following: •Cogo In-Flight (unlimited Rights/uses) •Name ID •Voicemail to Text	Yes		
GTW124M	Add-on: T-Mobile ONE Tablet for Government	\$10.00	0%	\$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Tablet	Add-on to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •15GB 4G LTE Smartphone Mobile Hotspot (3G speeds after that) •Unlimited HD video streaming (must be activated via T-Mobile app or My T-Mobile) •2X faster Simple Global data roaming (up to 254kps) •Unlimited domestic data roaming •ONE Plus Voice also includes the following: •Cogo In-Flight (unlimited Rights/uses) •Name ID •Voicemail to Text	Yes		
GTW1PL2	Add-on: T-Mobile ONE Plus Voice for Government	\$10.00	0%	\$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •15GB 4G LTE Smartphone Mobile Hotspot (3G speeds after that) •Unlimited HD video streaming (must be activated via T-Mobile app or My T-Mobile) •2X faster Simple Global data roaming (up to 254kps) •Unlimited domestic data roaming •ONE Plus Voice also includes the following: •Cogo In-Flight (unlimited Rights/uses) •Name ID •Voicemail to Text	Yes		
1TV100BNH	802 3C STRM MI 10GB	\$50.00	0%	\$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	EB	10GB	N/A	Yes	GB		\$5.00	4G LTE/3G/2G	unlimited	unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Statewide International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount, regular per GB charge after) •Unlimited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •\$5 per GB additional for data over their pool allotment •\$10 hybrid BAN Discount	Yes
1TV140BNH	802 3C STRM MI 14GB	\$65.00	0%	\$65.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	EB	14GB	N/A	Yes	GB		\$5.00	4G LTE/3G/2G	unlimited	unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Statewide International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount, regular per GB charge after) •Unlimited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •\$5 per GB additional for data over their pool allotment •\$10 hybrid BAN Discount	Yes
1TV100BM1	802 3C STRM MI 2GB	\$20.00	0%	\$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	EB	2GB	N/A	Yes	GB		\$5.00	4G LTE/3G/2G	unlimited	unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Statewide International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount, regular per GB charge after) •Unlimited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •\$5 per GB additional for data over their pool allotment •\$10 hybrid BAN Discount	Yes
1TV100BNH	802 3C STRM MI 30GB	\$135.00	0%	\$135.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	EB	30GB	N/A	Yes	GB		\$5.00	4G LTE/3G/2G	unlimited	unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A	N/A	N/A	•Unlimited messaging •Simple Global •Mobile Without Borders •Statewide International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount, regular per GB charge after) •Unlimited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •\$5 per GB additional for data over their pool allotment •\$10 hybrid BAN Discount	Yes

[illegible]

SP21T542	Government Unlimited Plus Mobile Internet for Tablets w/3G/4G Hotspot Device Subsidy 2.0 (Level 1) Unlimited 4G LTE device data Unlimited messaging 1GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Edge in Right Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 1GB is used Sample Global – Unlimited 2G data at 2x speeds in 220+ destinations (up to 250MB) Statewide International Unlimited Testing Mobile Without Borders Taxes and fees excluded	\$63.00	10%	\$59.82	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G 250MB+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only, Not compatible with hotspots, data sticks, tethering, or other data-first devices (For example, ZTE SPro 2)			
SP21T543	Government Unlimited Plus Mobile Internet for Tablets w/3G/4G Hotspot Device Subsidy 2.0 (Level 1) Unlimited 4G LTE device data Unlimited messaging 1GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Edge in Right Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 1GB is used Sample Global – Unlimited 2G data at 2x speeds in 220+ destinations (up to 250MB) Statewide International Unlimited Testing Mobile Without Borders Taxes and fees excluded	\$79.00	10%	\$69.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G 250MB+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only, Not compatible with hotspots, data sticks, tethering, or other data-first devices (For example, ZTE SPro 2)			
SP21T544	Government Unlimited Plus Mobile Internet for Tablets w/3G/4G Hotspot Device Subsidy 2.0 (Level 1) Unlimited 4G LTE device data Unlimited messaging 1GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Edge in Right Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 1GB is used Sample Global – Unlimited 2G data at 2x speeds in 220+ destinations (up to 250MB) Statewide International Unlimited Testing Mobile Without Borders Taxes and fees excluded	\$63.00	10%	\$59.82	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G 250MB+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only, Not compatible with hotspots, data sticks, tethering, or other data-first devices (For example, ZTE SPro 2)			
SP21T545	Government Unlimited Plus Mobile Internet for Tablets w/3G/4G Hotspot Device Subsidy 2.0 (Level 1) Unlimited 4G LTE device data Unlimited messaging 1GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Edge in Right Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 1GB is used Sample Global – Unlimited 2G data at 2x speeds in 220+ destinations (up to 250MB) Statewide International Unlimited Testing Mobile Without Borders Taxes and fees excluded	\$79.00	10%	\$69.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G 250MB+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only, Not compatible with hotspots, data sticks, tethering, or other data-first devices (For example, ZTE SPro 2)			
SP21T546	Government Unlimited Plus Mobile Internet for Tablets w/3G/4G Hotspot Device Subsidy 2.0 (Level 1) Unlimited 4G LTE device data Unlimited messaging 1GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Edge in Right Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 1GB is used Sample Global – Unlimited 2G data at 2x speeds in 220+ destinations (up to 250MB) Statewide International Unlimited Testing Mobile Without Borders Taxes and fees excluded	\$79.00	10%	\$69.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G 250MB+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only, Not compatible with hotspots, data sticks, tethering, or other data-first devices (For example, ZTE SPro 2)			
SP21T547	Government Unlimited Plus Mobile Internet for Tablets w/3G/4G Hotspot Device Subsidy 2.0 (Level 1) Unlimited 4G LTE device data Unlimited messaging 1GB 4G LTE Smartphone Mobile Hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the fair use prioritization threshold Unlimited Edge in Right Wi-Fi Unlimited 3G Smartphone Mobile Hotspot after 1GB is used Sample Global – Unlimited 2G data at 2x speeds in 220+ destinations (up to 250MB) Statewide International Unlimited Testing Mobile Without Borders Taxes and fees excluded	\$88.00	10%	\$79.82	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G 250MB+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	For tablets only, Not compatible with hotspots, data sticks, tethering, or other data-first devices (For example, ZTE SPro 2)			
GOVPRN	First Responder Unlimited for Phones Unlimited talk, text, & 4G LTE data Unlimited domestic roaming Optimized video streaming at 480p 1GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Statewide International Unlimited Testing Sample Global Mobile Without Borders (No cap) Edge in Right 3-hour (unlimited Rights) Taxes and fees excluded	\$34.00	10%	\$29.56	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	8B	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G 250MB+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	End user must be a qualified First Responder.	Yes
GOVPRD	First Responder Unlimited Talk and Text with 2GB or 6GB 4G LTE Data 2GB or 6GB of 4G LTE (speeds slow at allotment) Unlimited domestic roaming Optimized video streaming Smartphone mobile hotspot (speeds slow at allotment) Sample Global Statewide International Unlimited Testing Edge in Right 3-hour (unlimited Rights) Mobile Without Borders	\$15.00	10%	\$12.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	8B	Unlimited	Feature Dependent	N/A	N/A	N/A	5G/4G LTE/3G/2G 250MB+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A	N/A	End user must be a qualified First Responder Must add GPRS/DATA or	Yes
GPRDATA	Add-On: 2GB 4G LTE Data for GOVPRD Unlimited Voice and Data Speeds slow at 2GB	\$0.00	10%	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	8B	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3G/2G 250MB+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	2GB	N/A	N/A	5G/4G LTE/3G/2G	2GB	N/A	Yes	
GPRDATA	Add-On: 6GB 4G LTE Data for GOVPRD Unlimited Voice and Data Speeds slow at 6GB	\$15.00	10%	\$12.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	8B	Unlimited	6GB	N/A	N/A	N/A	5G/4G LTE/3G/2G 250MB+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Data	6GB	N/A	N/A	5G/4G LTE/3G/2G	6GB	N/A	Yes	
SP21T548	First Responder Unlimited for Tablets 2.0 Subsidy 2 - 11 GB Hotspot Unlimited 4G LTE device data Unlimited messaging 11 GB 4G LTE Smartphone Mobile Hotspot Unlimited video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Edge in Right 3-hour (unlimited Rights) Unlimited 3G Smartphone Mobile Hotspot after 11 GB is used Sample Global Statewide International Unlimited Testing Mobile Without Borders	\$40.00	10%	\$35.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	11GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G 250MB+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activation Only	Yes
SP21T549	First Responder Unlimited for Tablets 2.0 Subsidy 2 - 11 GB Hotspot Unlimited 4G LTE device data Unlimited messaging 11 GB 4G LTE Smartphone Mobile Hotspot Unlimited video streaming at 480p Unlimited domestic data roaming Not subject to the fair use prioritization threshold Edge in Right 3-hour (unlimited Rights) Unlimited 3G Smartphone Mobile Hotspot after 11 GB is used Sample Global Statewide International Unlimited Testing Mobile Without Borders	\$63.00	10%	\$59.82	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	11GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G 250MB+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activation Only	Yes

Requirements for the Government Unlimited Rate with T-Mobile Allowance and First Responder Government Rate Plans with Subsidy Allowance – Smartphone

For the Subsidy to be effective, Customer must activate a line of Service under its Master Account. Each line of Service must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service (the “**Subsidy Term**”).

- 1) Each line of Service must remain active, without suspension, for a 30-day period following the activation (“**Minimum Activation Period**”).
- 2) Each line of Service must be activated in accordance with the terms of the Agreement;
- 3) Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the initial Term;
- 4) The Subsidy cannot be combined with any other discounts, credits or promotional offers; and
- 5) The customer's account with T-Mobile must be in good standing to receive the Subsidy.

Minimum Activation Period/Termination: For any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro-rata portion of the T-Mobile that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line of Service 12 months following activation, and if T-Mobile has made the Subsidy credit of \$120.00 on that line of Service, then Customer must reimburse T-Mobile the pro-rata portion of the T-Mobile credit of \$120.00, or \$10.00 (12/24 months) x \$120.00 or \$10.00). T-Mobile reserves the right to terminate the benefit of the Subsidy Term within 30 days of termination of the affected line of Service, or (ii) if T-Mobile may charge Customer for the Activation Credits issued for each terminated line of Service and Customer agrees to pay T-Mobile for the Subsidy issued to Customer for the same term listed within 14 days of issuance of notice by T-Mobile.

EmpowerED Program Plans are available to elementary, middle and high schools, and districts across the U.S. Schools or districts: The eligibility criteria and EmpowerED Program offers are posted here: <https://www.t-mobile.com/business/education/empowered>

Requirements to qualify for Subsidy under EmpowerED Program:

- For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the EmpowerED rate plan listed under its Master Account. Each line of Service must be activated and maintained for at least the Term without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the “**Device Discount/Subsidy Term**”).

- Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for a pro rata portion of the Device Discount/Subsidy received for each month remaining in the Device Discount/Subsidy Term.

- Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;
- This Device Discount/Subsidy cannot be combined with any other discount or promo offers;
- Customer's account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and
- Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy. Customer may suspend lines during the summer months while Customer is not in school; however, the terms for those lines will be extended to qualify for the Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.

***First Responder plans (including Connecting Heroes) are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Minimum qualification is meeting one of the following NAICS Codes (30: Police Protection 92230, (31: Fire Protection 92216), (32: Ambulance Services 82316). First eligibility determinations are in T-Mobile's discretion.**

***Project 2000Plan**
Limited time offer, subject to change. Available lines are limited. Intended for student mobile connectivity. Must verify student National School Lunch Program eligibility. 1 offer per household. Confirm your program can accept free equipment and/or service. Rounding not available. Annual data service ends at earlier of 100GB or 365 days; monthly data service ends at 300GB on 512 plan. Excessive switching between data allotments may be limited. Monthly Regulatory Programs (RPP) & Telco Recovery Fee (TRF) totaling \$1.18 per data only line (\$0.15 for RPP & \$1.03 for TRF) apply for past plans. Video streams at up to 1.5Mbps. Optimization may affect speed of video downloads, does not apply to other uploads. For best performance, have any video streaming applications at their default automatic resolution setting. Coverage not available in some areas. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/Openinternet for details. See Terms and Conditions (including arbitration provision) at www.t-mobile.com for additional information.

****Connecting Heroes plans not eligible for any aggregate volume discount. \$15 price does not include applicable taxes, fees and surcharges. Video typically streams on smartphone/tablet at DVD quality (480p). Coverage not available in some areas and may be impacted by emergencies, check your coverage area. Monthly Regulatory Programs (RPP) & Telco Recovery Fee (TRF) totaling \$1.18 per voice line (\$0.40 for RPP & \$0.78 for TRF) applies to \$15 plan; taxes/fees approx. 0-50% of bill. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra; additional costs posted here: <https://www.t-mobile.com/support/account/out-of-plan-phone-numbers>. Unlimited high-speed data US only in Canada/Mexico, up to 5GB high-speed data then unlimited at up to 128Kbps. Additional information/features available for purchase. Not available for hotspots and some other data-first devices. On 50 plan, video streams at up to 1.5Mbps unless you add Plus. Optimization may affect speed of video downloads, does not apply to video uploads. For best performance, have any video streaming applications at their default automatic resolution setting. Tethering: 1GB high-speed data (200GB with Plus) then unlimited on our network at max 3G speeds. For the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Network Management: Program/service may be slowed, suspended, terminated, or restricted for interference with our network or ability to provide quality service to other users or abusive/excessive use. On-device usage is prioritized over tethering usage, which may result in higher speeds for data used on device. See T-Mobile.com/Openinternet for details. See Terms and Conditions at www.t-mobile.com for additional information.**

****Connecting Heroes plans are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. First eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required, but is not the sole basis for eligibility: Police Protection 92216, Fire Protection 92210, Ambulance Safety Services 82310. Additionally, qualifying in one of the following subcategories is required:**

- Police, fire, or emergency medical services first responders
- Public safety or law enforcement command: Police, sheriff, fire, or emergency medical services
- Police or fire chiefs and their staff: Police or fire field command
- Police or fire dispatch: 911 call centers

****Total Line Eligibility and Line Limits for Connecting Heroes. Customer may be subject to a limit on lines using either, or a combination of both, the 50 and \$15 rate plans ("Line Limit"). Line Limits are based on number of personnel performing first responder functions as described herein ("Qualifying Headcount"). By way of example only, Qualifying Headcount will include, but will not be limited to, firefighters, EMTs, police officers, and dispatchers, but will not include, by way of example only, maintenance staff and office staff. In its sole discretion, T-Mobile will review the Customer's Line Limit based on Customer's Qualifying Headcount. T-Mobile may request documentation from Customer relating to its Qualifying Headcount. T-Mobile may also re-verify Customer's Qualifying Headcount on a regular basis during the Term of the Addendum. Changes to Customer's Qualifying Headcount may affect Customer's total Line Limit.**

General Rate Plan Terms and Conditions: On all T-Mobile plans, for the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone and tablet usage is prioritized over Mobile Hotspot Service (tethering) usage, which may result in higher speeds for data used on smartphones and tablets. Not all features available on all devices. Unlimited talk & text features for direct communications between 2 people. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Device must register on our network before international use.

Tethering: Tethering at max 3G. Service may be terminated or restricted for excessive roaming.

Simple Global: Usage may be taxed in some countries. Calls from Simple Global countries over Wi-Fi are \$0.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128Kbps without Plus; with Plus approx. 256 Kbps. See <http://www.t-mobile.com/optional-services/roaming.html> for included countries and destinations. The list is subject to change at T-Mobile's discretion.

Standard Net Tab: Calls must originate on T-Mobile U.S. network or in Canada/Mexico. Rates and included countries vary and may change. On-network and U.S. roaming data allotments differ; includes 200 MB domestic roaming. Partial megabyte(s) rounded up. Select companion smartphone and separate qualifying service on each device required.

Simple Choice North America General Terms: Additional usage taxed in some countries. Charges apply for calls to other countries. Call forwarding only to U.S. numbers. Partial minutes/megabyte(s) rounded up. Not speeds available up to monthly allotment, including tethering. Unlimited on smartphone (U.S. data option includes 14 GB of tethering); then, slowed to up to 2G speeds throughout cycle. Certain uses, e.g., some speed test apps, may not count against high-speed data allotment or have speeds reduced after allotment reached. U.S. roaming and on-network data allotments differ; see your selected service for details.

Data Share: Up to 20 GB of on-network data from past 12 months carries over to next billing cycle for as long as you maintain qualifying service. Coverage not available in some areas; we are not responsible for our partners' networks.

Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. See T-Mobile.com/Openinternet for data management details.

Mouse Signal Rate Plan - Government
Mouse Signal rate plan is used by customers who have the Mouse Signal Personal Safety Wearable device. Unlimited 3G data, unlimited text, unlimited domestic data roaming; International roaming in Simple Global countries (including Canada and Mexico; Not available in Alaska; Monitoring service provided on behalf of Mouse by KonektONE LLC. Requires a Mouse signal device purchased through KonektONE LLC. Customer's use of the Mouse signal device and related monitoring services is subject to acceptance of the Terms of Service for Mouse Signal ("Mouse Terms"). Customer is responsible for agreeing to the Mouse Terms in the manner required by KONEKTONE LLC.

Details: Customer's use of the MyGoSub Application is subject to acceptance of the GoSub End User Agreement Terms and Conditions presented to Customer upon first log-in to the MyGoSub Application ("GoSub Terms"). Customer may log-in to the MyGoSub Application at <http://www.go-sub.com>.



STATE OF UTAH

CONTRACT AMENDMENT

AMENDMENT # 3 To CONTRACT # MA176

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Division of Purchasing referred to as State Entity and, T-Mobile USA, Inc., referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract period:

7/1/2019 (original starting date)

8/11/2024 (current ending date)

8/11/2024 **new ending date**

2. Other changes: (attach other sheets if necessary):

The Parties agree as follows:

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Attachment A – NASPO ValuePoint Master Agreement Terms and Conditions is amended as follows:

5. Participants and Scope

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies and political subdivisions are subject to the approval of the respective State Chief Procurement Official. Other Participating Entities (including cooperatives) authorized by individual state statutes to use state contracts including Native American government tribes and non-profit organizations, may be subject to the approval of the respective State Chief Procurement Official and/or their respective procurement rules. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official. NASPO ValuePoint shall determine, manage, and communicate to Contractor the process of obtaining any required approval or consent of the respective State Chief Procurement Official, as set forth in Section 5, and what constitutes a Participating Addendum and its required documentation.

3. Effective Date of Amendment: 08/26/2020

All other conditions and terms in the original contract and previous amendments remain the same.

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

CONTRACTOR

STATE

DocuSigned by:

9/2/2020

Contractor's signature

Date

David Bezzant

Vice President

Type or Print Name and Title

09/09/2020

Director, Division of Purchasing

Date

Approved by Public Sector Legal As To Legal Form – KC 8/31/20

Christopher Jennings
Agency Contact Person

801-957-7151
Telephone Number

385-465-6008
Fax Number

ctjennings@utah.gov
Email

**AMENDMENT No.2
TO THE MASTER AGREEMENT #MA176
Between
STATE OF UTAH DIVISION OF PURCHASING
And
T-MOBILE USA, INC.**

THIS AMENDMENT is made by and between the State of Utah, Division of Purchasing (“State”), T-Mobile USA, Inc., (“T-Mobile” or “Contractor”) to the NASPO ValuePoint Master Agreement #MA176 for Wireless Data, Voice and Accessories, and is effective as of the date the second party signs this Amendment No. 2 (“Amendment Effective Date”).

BACKGROUND

- A.** The State entered into a Master Agreement #MA176 with T-Mobile, pursuant to Bid #CJ18012, with an effective date of July 1, 2019 (“T-Mobile NASPO Agreement”);
- B.** The State entered into a Master Agreement #MA262 with Sprint Solutions, Inc., (“Sprint”), pursuant to Bid #CJ18012, with an effective date of December 6, 2019 (“Sprint MA262 NASPO Agreement”);
- C.** Effective April 1, 2020: (i) T-Mobile US, Inc., the parent company of Contractor merged with Sprint Corporation, the parent company of Sprint Solutions, Inc.; (ii) as a result of the merger, Sprint Corporation and all its subsidiaries, including Sprint Solutions, Inc., are now subsidiaries of T-Mobile US, Inc.; (iii) Contractor and Sprint continue to be valid, wholly-owned subsidiaries of T-Mobile US, Inc.; and (iv) T-Mobile and Sprint will continue to perform their respective obligations relating to the T-Mobile NASPO Agreement or the Sprint MA262 NASPO Agreement;
- D.** The T-Mobile NASPO Agreement and the Sprint MA262 NASPO Agreement will continue in accordance with their respective terms and conditions; and
- E.** The goal for T-Mobile, Sprint and the State is to: (i) bring the Sprint MA262 NASPO Agreement Participating Entities and Purchasing Entities (collectively the “Sprint MA262 Entities”) under the T-Mobile NASPO Agreement; (ii) provide a process for the other Sprint NASPO Master Agreement #1907 Participating Entities and Buyers that have not signed a Participating Addendum under Sprint MA262 NASPO Agreement (collectively the “Other Sprint 1907 Entities”) to move under the T-Mobile NASPO Agreement; and (iii) incorporate into the T-Mobile NASPO Agreement the Sprint Products and Services listed in the Sprint MA262 NASPO Agreement for the benefit of the Sprint MA262 Entities and the Other Sprint 1907 Entities.

AGREEMENT

The parties agree to amend this T-Mobile NASPO Agreement as follows:

1. T-Mobile and NASPO will coordinate with Sprint MA262 Entities under the Sprint MA262 NASPO Agreement to migrate accounts to the corresponding Participating Addenda under the T-Mobile NASPO Agreement. The preferred migration methods will be through either

the execution of an amendment with each of the Sprint MA262 Entities current Participating Addenda to associate each with the T-Mobile NASPO Agreement as the governing master agreement, or an opt in/opt out type notification to all Sprint MA262 Entities. The Sprint MA262 NASPO Agreement will remain in full force and effect until such time as all Sprint MA262 Entities under the Sprint Participating Addenda migrate to the T-Mobile NASPO Agreement.

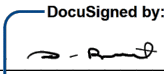
2. T-Mobile and NASPO will coordinate with the Other Sprint 1907 Entities under the Sprint NASPO Agreement #1907 to migrate accounts to Participating Addenda under the T-Mobile NASPO Agreement. The preferred migration methods will be through either the execution of an amendment with each of the Other Sprint 1907 Entities' current Participating Addenda to associate each with the T-Mobile NASPO Agreement as the governing master agreement, or an opt in/opt out type notification to all Other Sprint 1907 Entities. The Sprint NASPO Agreement #1907 will remain in full force and effect until it expires in accordance with its terms.
3. All wireless Products and Services from the Sprint MA262 NASPO Agreement are incorporated by reference into this T-Mobile NASPO Agreement for the sole purpose of allowing the continued use by the Sprint MA262 Entities and the Other Sprint 1907 Entities.
4. Until such time as the Sprint MA262 Entities and the Other Sprint 1907 Entities migrate to the T-Mobile Network, Sprint will continue to provide and offer existing Sprint Products and Services to the Sprint MA262 Entities and the Other Sprint 1907 Entities on the Sprint Networks and via separate Sprint invoices in accordance with the incorporated pricing, terms and conditions of the Sprint MA262 NASPO Agreement. Such pricing, terms and condition include but are not limited to, the applicable sections for Billing, Payment, Ordering, Administrative Fees, and NASPO ValuePoint Summary and Detailed Usage Reports from Attachment A and the incorporation of Attachment AA in their entirety from the Sprint MA262 NASPO Agreement.
5. Attachment G (Plan Description) from the Sprint MA262 NASPO Agreement is incorporated into this T-Mobile NASPO Agreement as the new Attachment G-1 (Sprint Legacy Plans) and will continue to govern pricing for the Sprint MA262 Entities and the Other Sprint 1907 Entities using the Sprint Products and Services.
6. It is further agreed that as of the Amendment Effective Date, only Sprint MA262 Entities and the Other Sprint 1907 Entities are permitted to continue to purchase and use the Sprint Products and Services and pricing in Attachment G-1. Except as provided in the preceding sentence, all existing and new Purchasing Entities under the T-Mobile NASPO Agreement, and all Orders under new accounts will be limited to purchasing T-Mobile Products, Services and solutions. Sprint MA262 Entities and the Other Sprint 1907 Entities will be permitted to purchase T-Mobile wireless Products and Services under the T-Mobile NASPO Agreement on separate T-Mobile account(s).
7. To facilitate contract administration, the parties agree that T-Mobile or Sprint may sign on behalf of Sprint.

All other terms and conditions of this T-Mobile NASPO Agreement and amendments shall remain unchanged, in full force and effective, and fully applicable to the parties.


WHEREFORE the parties hereto have set their hand and seal to this Amendment as of the Amendment Effective Date.

T-MOBILE USA, INC.

By (Authorized Signature)

By:  _____
DocuSigned by:
8F686CC9343743C...
Print: David Bezzant
Title: Vice President
Date: 7/14/2020

Legal Approved by:

 _____
DocuSigned by:
Kevin Creed 7/14/2020
T-Mobile USA, Inc. Legal Dept.

STATE OF UTAH

DIVISION OF PURCHASING

By (Authorized Signature)

By:  _____
Print: Christopher Hughes
Title: Director & Chief Procurement Officer
Date: 07/14/2020



STATE OF UTAH

CONTRACT AMENDMENT

AMENDMENT # 1 To CONTRACT # MA176-1

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing** referred to as State Entity and, **T-Mobile USA, Inc.**, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract period:

<u>7/1/2019</u>	(original starting date)
<u>6/30/2024</u>	(current ending date)
<u>8/11/2024</u>	new ending date

2. Agreed to changes:

The Parties Agree as follows:

Rename the Master Agreement from "MA176-1" to "MA176"

To set the term end at 8/11/2024 to align the termination dates with all contracts in the wireless portfolio.


4. Effective Date of Amendment: 2/14/2019


All other conditions and terms in the original contract and previous amendments remain the same.

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

CONTRACTOR

STATE

DocuSigned by:

2/25/2020
 Contractor's Signature Date
 David Bezzant Sr. Director
 Type or Print Name and Title


Feb 25, 2020
 Director, Division of Purchasing Date

Christopher Jennings
 Agency Contact Person

801-957-7151
 Telephone Number

N/A
 Fax Number

ctjennings@utah.gov
 Email

Reviewed and Approved as to Form:

(Revision 04 October 2018)

DocuSigned by:
 Reviewed and Approved as to Form:

 Odette Polintan, Senior Corporate Counsel
 T-Mobile USA, Inc. Legal Department
 0B531AD6CE8C41C...
 T-Mobile USA, Inc. Legal Dept.



Contract #: MA176-1

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

T-Mobile USA, Inc.

Name

12920 SE 38th Street

Street Address

Bellevue

WA

98006-1350

City

State

Zip

Vendor # 94253A Commodity Code #: 72551, 91579 Legal Status of Contractor: For-Profit Corporation

Contact Name: David Bezzant Phone Number: +1 602-512-5006 Email: David.Bezzant@T-Mobile.com

2. CONTRACT PORTFOLIO NAME: NASPO ValuePoint Wireless Data, Voice, and Accessories.
3. GENERAL PURPOSE OF CONTRACT: Wireless Data, Voice, and Accessories.
4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY 2019, Solicitation# CJ18012
5. CONTRACT PERIOD: Effective Date: Monday, July 01, 2019. Termination Date: Sunday, June 30, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract.
6. Administrative Fee (if any): 0.25% on Corporate/Government Responsible (CRU) accounts and 0.10% on all Individual Responsible (IR.
7. Prompt Payment Discount Details (if any): 5 Year contract that may be extended an additional 5 years.
8. ATTACHMENT A: Master Terms and Conditions
 ATTACHMENT AA: Contractors Supplemental Terms and Conditions
 ATTACHMENT B: Scope of Work
 ATTACHMENT C: Cost Sheet
 ATTACHMENT G: Plan Description
 ATTACHMENT H: Award Category 1 Reporting Template
 ATTACHMENT I: Award Category 2 Reporting Template
 ATTACHMENT J: Award Category 3 Reporting Template
 ATTACHMENT L: Network Technology Questionnaire
 ATTACHMENT M: New Product Request Form
 ATTACHMENT N: New Product Log
 ATTACHMENT S: Security Disclosures
 ATTACHMENT V: Award Category Sheet
 ATTACHMENT W: Award Category Sheet
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #CJ18012.
10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

DIVISION OF PURCHASING

DocuSigned by:

 548F389356F9490
 Contractor's signature

7/17/2019

Date



Aug 16, 2019

Director, Division of Purchasing

Date

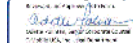
Reviewed and Approved as to Form:

James Kirby

Vice President

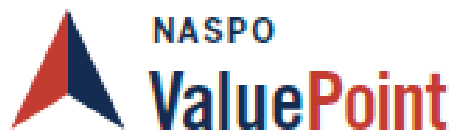
Type or Print Name and Title

DocuSigned by:



7/17/2019

T-MOBILE USA, Inc. Legal Dept.



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Specifications or Statement of Work;
- (5) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State, including Contractor's Special Terms and Conditions, attached as Attachment AA.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing Services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the cooperative contracting arm of the National Association of State Procurement Officials (NASPO) a non-profit organization formed in 1947 to promote public procurement throughout the country. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and the NASPO ValuePoint administrative fee; and may perform contract administration functions relating to collecting and receiving reports and fees, as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Services and/or Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Products means any equipment, software (including Embedded Software), documentation, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement.

Purchasing Entity means a state (as well as the District of Columbia and U.S. territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states authorized to place an Order under the terms of this Master Agreement, that issues a Purchase Order against this Master Agreement.

Services mean wireless service plans and related installation and maintenance services or other solutions.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of this Master Agreement is for Five (5) years. This Master Agreement may be extended beyond the original contract period for up to Five (5) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time in adherence to the Lead State's Procurement Code, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Products and perform Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed; unless another method of ordering is authorized by NASPO ValuePoint. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Purchasing Entity, except to the extent altered, modified, supplemented or amended by a Participating Addendum or Purchase Order. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by a Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief

Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspo.valuepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum or placement of a Purchase Order is not a determination that procurement authority exists in the Participating Entity; each entity must ensure that they have the requisite procurement authority to execute a Participating Addendum or place an order under the Master Agreement.

g. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products and Services (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: transfer between public agencies;

payments by employees of a Purchasing Entity for Products or Services; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of 0.25% on Corporate/Government Responsible (CRU) accounts and 0.10% on all Individual Responsible (IRU) accounts no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of Products and Services for both Corporate/Government Responsible (CRU) and Individual Response (IRU) accounts under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state for Government Responsible accounts. A separate report shall be submitted and reported as cumulative totals by state for Individual Responsible (IRU) accounts. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than forty-five (45) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data using the format provided in Attachments H, I, J and K. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint no later than forty-five (45) days after the

end of the reporting period. Reports shall be delivered to the Lead State and to NASPO ValuePoint electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under this Master Agreement.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide NASPO ValuePoint with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary. The executive summary is due forty-five (45) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel, to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for

possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 27, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than one year after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 27 or to terminate for default pursuant to section 29.

g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any public sector contracts or Cooperative Purchasing Agreements that will adversely affect the promotion of this Master Agreement or whose terms specifically provide for material adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions, subject to any applicable confidentiality obligations.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the Services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an

equal guarantee period, and must be made at least (90 Days) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

11. Individual Customers

Except to the extent modified by a Participating Addendum or Purchase Order, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

12. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of Products and/or Services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The Services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for Services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

13. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front

lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

14. Laws and Regulations

Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

15. Inspection and Acceptance

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any Services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the Services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of Services performed with agreement by Contractor.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product or Service meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products or Services purchased under this Master

Agreement, including any additional, replacement, or substitute Product(s) or Service(s) and any Product(s) or Service(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product or Service is delivered or, if installed, the day after the Product or Service is installed and Contractor certifies that the Product or Service is ready for Acceptance Testing. If the Product or Service does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have thirty (30) calendar days to cure the standard of performance issue(s), unless another time frame is agreed upon by the Purchasing Entity and Contractor in writing. If after the cure period, the Product or Service still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product or Service from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product or Service returned pursuant to the section. No Product or Service shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

16. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

17. Warranty

The Contractor warrants that the Product shall be delivered new and in original manufacturer's packaging. Because the Contractor is not the manufacturer of the Product, it provides the Product "as-is" and agrees to pass through the standard device manufacturer warranty (generally, 12 months) to the Purchasing Entity. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity.

18. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to

another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title, subject to any license provisions or acceptable use policies related to any Embedded Software. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a non-exclusive, fully paid, royalty free, perpetual license to use the Product to achieve the purposes of the Master Agreement.

General Provisions

20. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation and Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the

Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum, respectively.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

21. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the Lead State, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or the Purchasing Entity or NASPO ValuePoint for underpayment of Contractor's Administrative Fees.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations. Contractor agrees to keep and maintain full, true, and complete billing records, books, and documents as practicable to disclose to the Lead State or their authorized representatives, upon audits, sufficient information to reasonably determine compliance with this Master Agreement and all state

regulations and statutes. Except where an audit is mandated through legislative or executive action or direction, Lead State shall not perform such audits more than one time per calendar year (including reasonable follow-up). For any audit performed, the Lead State will provide reasonable notice (at least 10 business days) in advance of its review of directly related billing records, books, and documents to Contractor's obligations under this Master Agreement. These audit records are subject to confidentiality obligations by the Lead State or any third-party agent performing this audit on behalf of the Lead State. Any third-party auditor audit shall be subject to prior approval by Contractor (which shall not be unreasonably withheld), and the third-party auditor may be required at Contractor's sole discretion to execute the Contractor's standard non-disclosure agreement prior to examining, inspecting, copying or auditing Contractor's records. Such non-disclosure agreement shall not prohibit disclosure to the Lead State or discussion between the third-party auditor and the Lead State for the purposes of performing an audit.

22. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. The parties acknowledge that they and their employees or agents may, in the course of performing under this Master Agreement, be exposed to or acquire information that is confidential or proprietary to the other party. Any and all information of any form that is marked as confidential or proprietary or would by its nature be deemed confidential or proprietary, including, but not limited to, (1) business records, (2) personnel records, and (3) personally identifying information, shall be considered confidential or proprietary information. Any reports or other documents or items (including software) that result from the use of the confidential or proprietary information by a party shall be treated in the same manner as the confidential or proprietary information. Confidential or proprietary information does not include information that (1) is or becomes publicly known; (2) is rightfully in a party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; or (3) is disclosed with the written consent of the other party. Pursuant to relevant public records law, information or documents the Lead State or Purchasing Entity receives from Contractor may be open to public inspection and copying. The Lead State or Purchasing Entity may have the duty to disclose unless a particular record falls within an exemption. Contractor may label specific documents or verbally indicate in presentations or meetings, including specific portions thereof, as a "confidential" or "proprietary" in accordance with relevant public records law.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity,

applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Public Disclosure Laws. These provisions shall be applicable only to the extent they are not in conflict with the applicable public records law of the Lead State or Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the NASPO ValuePoint's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 21. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

23. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public records laws.

24. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written

approval of the Lead State. Such approval shall not be unreasonably withheld. Notwithstanding the foregoing, prior written approval of the Lead State is not necessary for changes in control of T-Mobile, including mergers or acquisitions, or for subcontracts necessary to support Contractor's regular operations.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

25. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

26. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

27. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products or Services delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit.

28. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

29. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master

Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law;
- (2) Terminate this Master Agreement and any related Contracts or portions thereof;
- (3) Intentionally omitted; and
- (4) Suspend Contractor from being able to respond to future bid solicitations;
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

30. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

31. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

32. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from negligent act(s), error(s), or omission(s) or willful misconduct of the Contractor or its employees (or agents the Contractor expressly authorized to perform) relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against third party claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Services or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Services with any other product, system or method, unless the Services, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Services; or

(c) reasonably required, in order to use the Services in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Services in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor.

Control of Defense:

If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it; however, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible (and such consent shall not be unreasonably withheld).

If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

The Party controlling such defense shall keep the other party advised of the status of such action, suit, proceeding or claim and the defense thereof and shall consider recommendations made by the other party with respect thereto.

Cooperation among the Parties:

The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for Contractor's defense of the action or proceeding.

The Indemnified Party may, at its option and expense, be represented by counsel of its choice in any action or proceeding with respect to such Claim; and Contractor and its legal counsel shall cooperate with the Indemnified Party and its legal counsel in providing such information as the Indemnified Party may reasonably request, in support of its defense.

Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

33. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

34. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

35. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation

on such claim for relief or cause of action.

36. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

37. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

EXHIBIT AA
CONTRACTOR'S ADDITIONAL SPECIAL TERMS AND CONDITIONS

ATTACHMENT AA

CONTRACTOR'S SPECIAL TERMS AND CONDITIONS

The following Contractor Special Terms and Conditions are incorporated and made a part of the NASPO ValuePoint Master Agreement Terms and Conditions.

1. Service and Product Pricing. The Service and Product prices are listed on the NASPO ValuePoint website at www.naspovaluepoint.org and the NASPO ValuePoint Lead State's website. Purchasing Entity's use of the Service will be in accordance with the terms and conditions of the Master Agreement. By placing an order for Contractor Products, Purchasing Entity agrees that the Products are intended to be activated on our Service for use only by Purchasing Entity and its employees, and Purchasing Entity will not resell or modify the Products or assist anyone doing so. Products are subject to availability. The delivery address must fall within Contractor's licensed Service area. If Purchasing Entity has a Product or accessory under Contractor's Equipment Installment Program ("EIP") or lease, then Purchasing Entity will refer to the terms and conditions of that agreement.

1.1 Activation Fees. Contractor's initial activation fee will be waived for each Purchasing Entity Master Account and Employee Account for activation of each new line of Service.

1.2 iBilling and iAnalyst Billing Service. Purchasing Entity may enroll in Contractor's iBilling and/or iAnalyst online billing services at no additional monthly charge for the Master Account only; provided, however, Purchasing Entity must activate and maintain at least six (6) Master Account lines of Service to receive the iBilling and/or iAnalyst billing service.

2. Employee Advantage Program. "Employee Accounts" means Purchasing Entity's employees who have signed up for Contractor Service and are directly responsible for payment of Service and Products under Contractor's Employee Advantage Program. For Employee Advantage Program details and eligibility requirements visit www.Contractor.com/business/offers/advantagerewards. Employees can only activate a line of Service under the Contractor Advantage Program at the above website or by calling Contractor's toll-free number, 1-877-347-2127. Contractor periodically reviews Employee Accounts to confirm continued proof of employment and employee eligibility. Upon Contractor's request, Employee will provide proof that they are currently employed by Purchasing Entity. After employment with Purchasing Entity ends, Employee will be eligible to receive Service under Contractor's standard consumer rate plans, subject to the applicable terms and conditions under such rate plans. Purchasing Entity will not be liable for payment on any Employee Account established under the Employee Advantage Program. In its sole discretion, Contractor may change or discontinue any or all of the benefits, offers or features of its Employee Advantage Program to the extent done so on a general basis for Employee Advantage Program members.

2.1 Marketing Commitments. Subject to Purchasing Entity pre-approval, Purchasing Entity will work with Contractor in marketing the Employee Advantage Program to its employees by:

- Allowing Contractor to participate in any applicable on-site vendor attended benefits events for Purchasing Entity's employees;
- Allowing Contractor to advertise in Purchasing Entity publications sent to employees (such as newsletters, journals, magazines, periodicals or new employee packets);
- Including information regarding the Employee Advantage Program in periodic email announcements regarding employee benefit opportunities;
- Posting Employee Advantage Program offers on the Purchasing Entity's intranet;
- Allowing Contractor to utilize Purchasing Entity's name in marketing initiatives to Purchasing Entity's employees; or
- Cooperating with any other efforts mutually agreed upon by Purchasing Entity and Contractor aimed at marketing the Employee Advantage Program benefits to Purchasing Entity's employees.

3. Service Availability. Service is available to a Product only when it is within the operating range of Contractor's owned network coverage area ("Network") or the network of an operator with which Contractor has an applicable roaming agreement.

Coverage maps are available at www.Contractor.com and are only estimates of our anticipated coverage area outdoors. Purchasing Entity's actual Service area, network availability, coverage, and quality may vary and change without notice based upon a number of factors, including network capacity, terrain, weather, if Purchasing Entity's Users are on a private or public Wi-Fi network, using a non-Contractor Product, or if a Product no longer supports network technologies compatible with or available on Contractor's network. Outages and interruptions in Service may occur, and speed of Service varies. Products also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadband-capable Products, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and Service availability. Contractor may impose usage or Service limits, suspend Service, or exclude certain categories of calls (e.g., conference & chat lines, broadcast, international, 900, 976 calls, etc.) in taking reasonable network management or security measures. For non-governmental entities qualified to purchase as Purchasing Entities under this Agreement, T Mobile may also impose limits on Master Account Service or Product orders based on the Purchasing Entity's then-current credit rating.

Contractor engineers its network to provide consistent high-speed data service, but at times and at locations where the number of Purchasing Entity using the network exceeds available network resources, Purchasing Entity will experience reduced data speeds. In those cases, Purchasing Entity who choose certain rate plans may notice speeds lower than Purchasing Entities on other Contractor branded rate plans, which are prioritized higher on Contractor's network. Further, to help ensure positive experiences for Purchasing Entities on Contractor branded plans and to minimize capacity issues and degradation in network performance, Contractor may, without advance notice, take any actions necessary to manage its network on a content-agnostic basis, including prioritizing all on-device data over Smartphone Mobile HotSpot (tethering) data and further prioritizing the data usage of a small percentage of heavy data users (with the exception of emergency first-responders using T-Mobile's rate plans offered only for emergency first responders), specifically those using more than 50GB of data in a billing cycle, below that of all other Purchasing Entities in times and locations where there are competing Purchasing Entity demands for network resources, for the remainder of the billing cycle.

Products must be used predominantly within the Contractor-owned Network coverage area. Products may connect to another provider's network ("**Off-Net**") even when Users are within the Contractor coverage area. Purchasing Entity should check Purchasing Entity's Product to determine if Purchasing Entity is Off-Net. To the extent Purchasing Entity unreasonably uses Off-Net capability, Contractor may limit or terminate Purchasing Entity's Service. Contractor may in its discretion limit or terminate the affected line of Service if (a) more than 50% of a User's voice and/or data usage is Off-Net for any two billing cycles within any twelve (12) month period, (b) a User's Off-Net usage makes it commercially unreasonable for Contractor to provide Service to such User, or (c) based on Contractor's arrangements with an Off-Net provider. If a User's Off-Net voice usage, data usage or messaging usage exceeds its associated rate plan allotment, such Users will be alerted and access to Off-Net coverage may be suspended or denied. Location services, including 9-1-1 location services, may not be available in Purchasing Entity's area and are subject to the Service limitations in this Section 4.

4. Use of Service. Except approved by Contractor or otherwise agreed upon under the Master Agreement, Purchasing Entity agrees not to resell any aspect of the Service or bundle it with any product or device not directly provided to Purchasing Entity by Contractor, whether for profit or otherwise. Purchasing Entity agrees not to modify the Products or use the Service or Products for any fraudulent, unlawful, harassing or abusive purpose, or in such a way as to create damage or risk to Contractor's business, reputation, employees, subscribers, facilities, third parties or to the public generally. Unless authorized by Contractor, Purchasing Entity agrees that it will not use a Number on the Network for any purpose but for access to the public switched telephone network. Purchasing Entity agrees not to use the Service or Products to send any harassing, threatening, obscene, or unsolicited commercial text, e-mail or other messages. Purchasing Entity has no proprietary or ownership rights to a specific number, IP address or email address assigned to a Purchasing Entity or Purchasing Entity's Product. Purchasing Entity may be able to transfer a Master Account User's Number to or from another provider with whom Contractor has a porting relationship in accordance with Contractor internal business policies. For additional information about local number portability, please contact Corporate Purchasing Entity Care at (800) 375-1126 or email Contractor at Businesscare@Contractorsupport.com. Purchasing Entity agrees that Contractor may contact Master Account Users through the Products to notify such User of changes to or information about their account or the Service. Contractor may deactivate or suspend Service to any Number without prior notice if Contractor suspects any unlawful or fraudulent use of the Number. Purchasing Entity agrees to reasonably cooperate with Contractor in investigating suspected unlawful or fraudulent use. Purchasing Entity acknowledges that the Product may not be compatible with the network and services provided by another service provider. Purchasing Entity may buy Products from Contractor, or from someone else, however all existing account transfers will be handled in accordance with the terms of Section 2 herein. Purchasing Entity agrees to protect usernames and passwords for Purchasing Entity's Master Account(s) and Purchasing Entity is responsible for any usage of its Master Account(s). Purchasing Entity agrees to immediately notify Contractor of any unauthorized use of Purchasing Entity's Master Account(s) or other security breach of Master Account information or credentials, or any fraudulent use of the Master Account, where Purchasing Entity has knowledge.

5. Billing and Payment of Charges.

5.1 Billing

5.1.1 Purchasing Entity will be charged for Service and other features on a monthly billing cycle basis. Purchasing Entity agrees to pay all Charges assessed and billed to Purchasing Entity or that were accepted or processed through all Products on Purchasing Entity's Master Accounts, and other charges or purchases assessed and billed to Master Account Users. Because of user choice to incur third-party costs, Purchasing Entity may incur extra charges for calls to some numbers (for example (but not limited to), conference & chat lines, broadcast, calling card, international, 900 or 976 calls. Purchasing Entity may be charged for text, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. Charges for Wi-Fi usage may vary; see your selected Rate Plan for more details. Unused minutes or other allocated Services (e.g., text messages, data transmission) expire at the end of the billing cycle unless otherwise expressly stated by such Rate Plan's terms and conditions. Airtime usage is measured from the time the Network begins to process a call (before the call rings or is answered) through its termination of the call; or if applicable, any fraction of a minute of usage is rounded up to the next full minute. Depending on the Rate Plan, data usage may be rounded up at the end of each data session, at the end of Purchasing Entity's billing cycle, and/or at the time Purchasing Entity switches data plans. Contractor may change Purchasing Entity's billing cycle at any time.

5.1.2 International Roaming and Dialing. Availability and features offered for international roaming and dialing vary depending on Master Account Users' Rate Plan and Product. All countries may not be available for roaming and available countries may change from time to time. Whether roaming internationally or making and sending international calls and messages while in the U.S. (or Puerto Rico), Users may be charged international rates (including for voicemails

left for such Users and for data usage). Such Charges include per minute rates for calls and per minute rates for calls transferred to Users' voicemail and the relevant data rates for data usage. Users roaming internationally may be charged for more than one call for unanswered calls that are forwarded to voicemail regardless of whether the calls result in an actual voicemail message being left for such Users and regardless of whether the Product is on or off. Users may be able to disable these applications and features through a Product's settings. Different rates and rounding increments apply in different countries. See www.Contractor.com for information on international access, rates, Services and coverage. While roaming internationally, User data throughput may be reduced, and User Service may be otherwise limited or terminated at any time without notice. Purchasing Entity is responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with User Products. Billing of roaming charges, data usage and minutes of use or Services may be delayed or applied against included data allotments, minutes or Services in a subsequent billing cycle, which may cause Purchasing Entity to exceed Purchasing Entity's allocated data, minutes or Services in a particular billing cycle. Purchasing Entity may request that Contractor block a Master Account line of Service from placing international calls ("**International Dialing Block**") by calling Business Purchasing Entity Care or by Email at businesscare@Contractorsupport.com. The availability of, and access to, emergency calling services (e.g., 911 in the U.S.), may vary by country. Purchasing Entity and its Users must familiarize themselves with how to access these services before using the Products or any handset for international roaming.

5.1.3 Lost Product. If Purchasing Entity's Product is lost or stolen ("**Lost Product**"), Purchasing Entity must (a) promptly notify Contractor and Contractor will suspend Service for the Lost Product; and (b) provide Contractor with reasonable documentation Contractor requests (such as a copy of a filed police report if the Product is stolen) within fourteen (14) days. If Purchasing Entity completes the above requirements, Purchasing Entity will not be liable for additional usage Charges incurred in excess of Purchasing Entity's Rate Plan Charges, applicable taxes, fees and surcharges. If Purchasing Entity purchased a Product through Contractor's EIP, the Purchasing Entity remains obligated for the total payments due on the Product. If Charges are incurred before Purchasing Entity notifies Contractor, Purchasing Entity is not liable for unauthorized Charges. Purchasing Entity may request that Contractor investigate Charges Purchasing Entity believes to be unauthorized and Purchasing Entity may need to submit information to support the requests. If Contractor determines the Charges were unauthorized, Contractor will credit Purchasing Entity's account. If Contractor determines the Charges were authorized, Contractor will inform Purchasing Entity within 30 days and Purchasing Entity will be responsible for all Charges incurred. If Purchasing Entity requests that the Service not be suspended on the Lost Product, Purchasing Entity will remain responsible for all Charges incurred under that specific line of Service. Contractor may prevent a lost or stolen Product from registering on Contractor's and other networks.

6. Taxes, Fees and Surcharges.

6.1 Contractor will invoice Purchasing Entity's Master Account for taxes, fees (e.g. sales, use, excise, business activity, margin, value added, public utility, environmental and other taxes, except as otherwise specified in this paragraph) and regulatory charges, such as e911 or public utility fees, levied by or to be remitted directly to federal, state or local authorities, or foreign governments or foreign service providers imposed on Purchasing Entity or Contractor as a result of providing the Service specified under this Agreement ("**Taxes, Fees and Charges**"). Contractor will determine, in its reasonable discretion, the Taxes, Fees and Charges Purchasing Entity is responsible to pay and the amount of those Taxes, Fees and Charges, which may change or increase at any time without notice, regardless of any Rate Plan guarantee. However, Contractor will make itself reasonably available to answer questions from Purchasing Entities concerning changes to its invoice and charges, which can be part of any business review meetings or discussions between Contractor and a Purchasing Entity. If Purchasing Entity claims a tax exemption, Purchasing Entity must provide Contractor with valid evidence of tax exemption"), which will be applied prospectively. Contractor will be responsible for net income, net worth/capital stock and property taxes imposed on Contractor.

6.2 Contractor may also invoice Purchasing Entity for all applicable surcharges.

6.3 All payments made by Purchasing Entity will be made without any deduction or withholding for, or on account of, any Taxes, Fees and Charges imposed by any taxing or governmental authority of any country or state. Where Purchasing Entity determines there is a requirement to withhold income tax from any payments due Contractor, Purchasing Entity will promptly notify Contractor of such determination and provide the basis for such conclusion, e.g., by providing a copy of a notice received or of any analysis performed to allow Contractor to remediate or resolve the withholding requirement. To the extent that such withholding requirement cannot be resolved, Purchasing Entity may perform such withholding and shall provide Contractor with documentary evidence of the withholding and remission of the Taxes or Fees to the applicable governmental authority. Purchasing Entity shall reasonably assist Contractor for the recovery of such withheld tax. To the extent Purchasing Entity fails to timely inform Contractor of Purchasing Entity's withholding determination, Purchasing Entity will ensure that the gross amount payable by Purchasing Entity to Contractor will be increased so that after any such withholding for income tax, the net amount received by Contractor will not be less than the amount Contractor would have received had no such withholding occurred.

6.4 Contractor is required to use Purchasing Entity's business street address, which must be within Contractor's licensed service area, to determine the application of certain Taxes, Fees and Charges. If Purchasing Entity provides Contractor with an address (such as a PO box) that is not a recognized street address, does not identify the applicable taxing jurisdiction(s) or does not reflect the Service area associated with its Master Account Number(s), Purchasing Entity may be assigned a default location for Taxes, Fees and Charges calculation, which may result in a higher or lower charge for certain Taxes, Fees and Charges.

6.5 The Parties agree that they will reasonably cooperate to fully comply with all applicable tax laws, rules, regulations and guidelines affecting this Agreement. In addition, Contractor and Purchasing Entity will similarly cooperate in order to take actions to minimize, or to qualify for exemptions from, any applicable taxes, duties or tariffs as allowed under applicable law and regulations.

7. Privacy. All services under this Agreement are governed by the Contractor Privacy Policy, as posted at <https://www.Contractor.com/website/privacypolicy.aspx> (which is informed by U.S. Federal Communications Commission rules and regulations), which may change from time to time without notice to Purchasing Entity, with respect to collection, use, and disclosure of personal information. Wireless systems use radio channels to transmit voice and data communications over a complex network. Privacy in voice or data communications or in use of the Service or Products cannot be guaranteed, and Contractor will not be liable to Purchasing Entity for any lack or breach of privacy experienced while using any Products, the Service, Content & Apps (as defined below) or in connection with Third Party Ads (as defined below). Only as permitted by law, Contractor may monitor, intercept and disclose content (voice or data) and any associated metadata that is transmitted over or using its facilities (for example, to comply with legal process or for network security). Purchasing Entity's caller identification (e.g., name and number) may be displayed on the equipment or bill of the person receiving Purchasing Entity's call.

8. Cancellation and Return Policy. Users and Employee Accounts may cancel a new line of Service within 30 days of activation ("**Cancellation Period**"), if the User: (a) contacts Contractor to cancel Service; and (b) returns the Like New Product (defined below) through Purchasing Entity's Contractor account representative, or team, or location from which it was purchased with proof of purchase. The "**Return Period**" is thirty (30) calendar days from the Product's purchase date. Only Like New Products returned with proof of purchase to Purchasing Entity's Contractor account representative or team or location from which it was purchased within the Return Period are eligible for a refund of the purchase price. A "**Like New Product**" is a Product purchased from Contractor that is in its original packaging with all original contents, undamaged, and in good working condition with no material alterations to the Product's hardware or software, as determined by Contractor in its sole discretion. Purchasing Entity may be required to pay a commercially reasonable restocking fee for failing to return a Product with included packaging, manuals or accessories, or if the Product returned is in a damaged, altered or destroyed condition. Even if Purchasing Entity cancels Service and/or returns any Product as provided herein, Purchasing Entity must pay all Service and usage Charges incurred thru the end of Purchasing Entity's Service term or return date and any applicable subsequent penalties or assessments. If a User attempts to cancel Service, but does not return the applicable Product or if such Product is returned in a damaged, altered or destroyed condition, Contractor may take one or more of the following actions: (i) prevent such Product from working on any network; (ii) charge an early termination fee (if such line of Service is subject to an early termination fee); (iii) elect not to process Service cancellation; or (iv) charge such User the suggested retail price or the cost to repair the applicable Product, (which may be greater than the price paid for such Product), plus any shipping and handling charges. Except for the 30-calendar day Return Period, the cancellation and return policies in this Section 13 will not apply to Users who purchase Product(s) through Contractor's EIP or a Contractor leasing program and the terms of that program's agreement will supersede and control the purchase or lease of those Products.

9. Account Maintenance Authorization. Purchasing Entity hereby authorizes Contractor's Account Management Team to access Purchasing Entity's Master Accounts to perform account maintenance services at Purchasing Entity's discretion and on its behalf, including but not limited to: (a) rate plan changes; (b) feature changes or additions; (c) mobile Number changes; (d) SIM changes; (e) Product upgrades/exchanges; (f) re-set of voicemail passwords; (g) change of address; and/or (h) set-up courtesy statements.

10. Use of Third-Party Equipment and Handsets. In the event that Purchasing Entity uses third party equipment, handsets or Products with the Service that are not provided Purchasing Entity under the Master Agreement ("**Third-Party Equipment**"), Purchasing Entity acknowledges and agrees to the following: (a) Contractor will not accept any returns of the Third Party Equipment; (b) Contractor will not provide any warranty of any kind on the Third Party Equipment; (c) Contractor will not offer Purchasing Entity Care services for the Third Party Equipment; (d) the Third Party Equipment may not function properly with the Service(s) or Network; (e) each User will use the Third Party Equipment at its own risk; and (f) Purchasing Entity will be responsible for monthly service charges accrued from the date Contractor fulfills an order for a Subscriber Identity Module ("**SIM**"). Contractor disclaims all liability for Use of Third-Party Equipment. In the event that Contractor certifies or endorses the use of certain Third-Party Equipment with the Service, the above provisions will still apply.

11. Account Management (Purchasing Entity Authorization). During the term of this Agreement, Purchasing Entity may authorize a third party to act as Purchasing Entity's agent ("**Purchasing Entity Agent**") for purposes of procuring necessary support services related to this Agreement, subject to the following conditions:

- (a) Purchasing Entity remains fully responsible for any obligations incurred under this Agreement, whether due to changes Purchasing Entity or its Purchasing Entity Agent requests for Purchasing Entity's account;
- (b) Purchasing Entity will ensure that its Purchasing Entity Agent has agreed to confidentiality and/or non-disclosure terms that are at least as protective of Contractor's confidential information as contained in this Agreement;
- (c) Purchasing Entity consents to Contractor's disclosure of Purchasing Entity's Confidential Information (as this term is defined herein) and Purchasing Entity Proprietary Network Information (CPNI), as defined in the Communications Act of 1934, as amended, 47 U.S.C. § 222, (1996) to its Purchasing Entity Agent, and waives any claim against Contractor for any damages, expenses, costs, or liabilities arising from such disclosure;

(d) Purchasing Entity fully acknowledges, understands and accepts that there may be foreseeable and unforeseeable risks, including, but not limited to, increased risks of fraud to Purchasing Entity's account or improper disclosure of Purchasing Entity's account information, related to Purchasing Entity's request that Purchasing Entity personnel be granted access to Purchasing Entity's accounts; and

(e) Activations of new lines of Service under this Agreement will continue to be activated through the Contractor Business Sales Account Team assigned to Purchasing Entity's Contractor account; provided that such activation requests may be made by Purchasing Entity or its Purchasing Entity Agent; and

(f) Participating Entity agrees to be bound by the terms of any and all EIP or lease agreements signed by Participating Entity Agent's on behalf of Purchasing Entity.

This authorization will be valid for the term of this Agreement and may not be modified except pursuant to a written amendment signed by Participating Entity and Contractor.

12. Additional Terms for Plans and Other Features. The following terms apply to Purchasing Entity's Master Account data plan(s). To the extent any data plan terms expressly conflict with the terms in this Agreement, the applicable data plan terms will govern.

12.1. Permissible and Prohibited Uses. Purchasing Entity's Data Plan is intended for Web browsing, messaging, and similar activities. Certain activities and uses of the Services and Products are permitted and others are not. If Purchasing Entity buys, leases, or finances a Product manufactured for use on the Network, Purchasing Entity agrees that it intends it to be activated on our Service. Examples of permitted uses include but are not limited to: (a) voice calls; (b) web browsing; (c) messaging (d) email; (e) streaming music; and (f) Tethering a Product to other non-harmful Products pursuant to the terms and conditions and allotments in the associated Rate Plan.

Examples of prohibited uses include but are not limited to: (aa) using a non-T-Mobile certified repeater or signal booster other than Contractor provides Purchasing Entity; (bb) compromises Network security or capacity, degrades Network performance, uses malicious software or "malware", hinders other Purchasing Entity' access to the Network, or otherwise adversely impacts Network service levels or legitimate data flows; (cc) with the exception of use by emergency first responders, using applications which automatically consume unreasonable amounts of available Network capacity; (dd) with the exception of reasonable IoT applications, using applications which used in a way that degrades network capacity or functionality; (ee) misuse of the Service, including "spamming" or sending abusive or unsolicited communications; (ff) tampering with, reprogramming, altering, or otherwise modifying Purchasing Entity's Products to circumvent any of Contractor's policies or violate anyone's intellectual property rights; (gg) causing harm or adverse effects on Contractor, the Network, Contractor, Purchasing Entity, employees, business, or any other person; or (hh) causing Contractor to violate applicable laws and regulations.

12.2. Protective Measures. Contractor engineers our network to provide consistent high-speed data service, but at times and at locations where the number of Purchasing Entity using the network exceeds available network resources, Purchasing Entity will experience reduced data speeds. To help ensure a positive experiences for Purchasing Entities and to minimize capacity issues and degradation in Network performance, Contractor may, without advance notice, take any actions necessary to manage the Network on a content-agnostic basis, including, prioritizing the data usage of a small percentage of unlimited high-speed data Purchasing Entities who use the highest amount of data below that of other Purchasing Entities (except in the case of emergency first responders using T-Mobile's rate plans offered only for emergency first responders) in times and locations where there are competing Purchasing Entity demands for Network resources, for the remainder of the billing cycle. Where the Network is lightly loaded in relation to available capacity, a Purchasing Entity whose data is de-prioritized will notice little, if any, effect from having lower priority. This will be the case in a vast majority of times and locations. At times and locations where the Network is heavily loaded in relation to available capacity, however, these Purchasing Entity will likely see significant reductions in data speeds, especially if they are engaged in data-intensive activities. Contractor constantly works to improve Network performance and capacity, but there are physical and technical limits on how much capacity is available, and in constrained locations the frequency of heavy loading in relation to available capacity may be greater than in other locations. When Network loading goes down or the Purchasing Entity moves to a location that is less heavily loaded in relation to available capacity, the Purchasing Entity's speeds will likely improve. See www.Contractor.com/OpenInternet for details and for current data amount subject to this practice.

12.3. Downloadable Content and Applications. Purchasing Entity can purchase services and products from third-parties ("**Content & Apps**") using its Product(s), and charges for these purchases may be included in Purchasing Entity's Master Account invoice. Purchasing Entity may block purchases of third-party products or services by emailing Contractor at Businesscare@Contractorsupport.com, or contacting Purchasing Entity Care at (800) 375-1126. For these third-party purchases, although the charges may appear on Purchasing Entity's invoice, Contractor is not responsible for the Content & Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website Master Account Users access through the Content & Apps. Purchasing Entity's download of Content & Apps is at its own risk. Unless otherwise stated, any support questions for these Content & Apps should be directed to the third-party seller identified at the point of purchase. Some Content & Apps may require Purchasing Entity's agreement to a license or other terms with the third party. Some Products or Content & Apps may contact our Network without

Purchasing Entity's knowledge, which may result in additional Charges (e.g., while roaming internationally). To use, download, or install Content & Apps that Purchasing Entity purchases from Contractor, the Content & Apps are licensed to Purchasing Entity by Contractor and may be subject to additional license terms between Purchasing Entity and the creator/owner of the Content & Apps. Whether purchased from Contractor or a third-party seller, any Content & Apps Purchasing Entity purchases are licensed for personal, lawful, non-commercial use on User's Product only. Purchasing Entity may not transfer, copy, or reverse engineer any Content & Apps, or alter, disable or circumvent any digital rights management security features embedded in the Content & Apps.

12.4 Contractor is not responsible for any download, installation, use, transmission failure, interruption, or delay related to Content & Apps, or any third-party content, services, advertisements, or websites Purchasing Entity may be able to access by using its Product(s) or the Services, even if charges for Content & Apps appear on Purchasing Entity's Contractor bill. Purchasing Entity is responsible for maintaining virus and other Internet security protections when accessing third party Content & Apps or other services.

12.5 Contractor may retain, use, and share information collected when a Master Account User downloads, uses, or installs some Content or Apps, may update such User's Content or App remotely, or may disable or remove any Content or App at any time to perform its Services under the Master Agreement. Purchasing Entity may refer to Contractor's Privacy Policy, as well as the Content or App creator/owner's privacy policy for information, regarding the collection, use and retention of information collected when a User downloads, installs, or uses any Content or App. Contractor is not responsible for any transmission failure, interruption, or delay related to Content & Apps, or any content or website Users may be able to access through the Content or App.

13. Additional Terms for Plans and Other Features.

13.1 Service Limitations, Connectivity and International Use. Purchasing Entity acknowledges and agrees that a User's use of any Wi-Fi network is permissible and that Purchasing Entity (and not Contractor) is solely responsible for all charges associated with a Master Account User's use of the Service. Cell Broadcasts (alerts that go to certain Purchasing Entity) and Wireless Priority Service (WPS) may not be available with Wi-Fi Calling. Calls from certain designated countries and destinations* over Wi-Fi are \$.25/min (no charge for Wi-Fi calls to US, Mexico and Canada). Calls made over Wi-Fi outside of designated countries and destinations* will be charged standard international roaming rates. Purchasing Entity will pay for all internet access charges incurred by Master Account Users. (*Except as indicated in this Agreement, Contractor offers travel without limits with unlimited data and texting in 210+ countries and destinations at no extra charge. The list of 210+ countries and destinations is subject to change at Contractor's sole discretion. Visit www.Contractor.com/coverage/roaming.)

13.2 9-1-1 and Emergency Alerts Service and Wi-Fi Calling. Purchasing Entity agrees and will inform all Master Account Users as follows:

Services or Software provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than services offered by Contractor, or may not work at all. Purchasing Entity agrees to review all terms and conditions of such third-party products. Contractor is not responsible for failures to connect or complete 911 calls or text to 911 messages or if inaccurate location information is provided. 911 service may not be available or reliable and Purchasing Entity's ability to receive emergency services may be impeded. Contractor cannot assure Purchasing Entity that if Purchasing Entity places a 911 call or text Purchasing Entity will be found. **Emergency Alerts.** Contractor has chosen to offer wireless emergency alerts, within portions of our coverage area, on wireless alert capable Products. There is no additional charge for these wireless emergency alerts. For details visit: www.Contractor.com/responsibility/consumer-info/safety/wireless-emergency-alerts.

Contractor may use a variety of information and methods to determine the location of a 9-1-1 call, including Contractor's GSM wireless Network if available in a User's location, or the location of a User's Primary Address. Even with this information, Purchasing Entity acknowledges that an emergency operator may not be able to receive or use the address information (or a User's phone number) to locate the User in order to provide emergency services. If a User dials 9-1-1 while outside the U.S., 9-1-1 services may not be available. Purchasing Entity is required to provide Contractor with a valid address for the location at which Purchasing Entity's Master Account Users primarily use Wi-Fi Calling ("**Primary Address**"). If Purchasing Entity does not provide Contractor with a Primary Address, Contractor may block Users' usage of certain Wi-Fi networks. If such address changes, either temporarily or permanently, Purchasing Entity will register the new address with Contractor. Contractor assumes no responsibility for securing the Primary Address. When Users use Wi-Fi Calling Service away from the Primary Address, Contractor may have no or very limited information about the User's location, which could result in (i) a 9-1-1 call being routed to an out-of-area public safety agency; (ii) the public safety agency receiving incomplete information about the User's call and the User's location; or (iii) a User's 9-1-1 call being routed to an emergency response center, which will ask the User for the User's location and use that information to route the call to a public safety agency.

13.3 Text-to-911: Text to 9-1-1 may be available in some locations where Contractor Service is provided and is dependent on the public safety agency's ability to receive text messaging. Contractor recommends that Purchasing Entity uses voice communications as its primary method of contacting 9-1-1.

Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice over LTE ("VoLTE"). If Users cannot make a voice call to 911, Contractor recommends that Users use an internet-based Telecommunications Relay Service such as

Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. Contractor Real-Time Text (“RTT”) technology is available on Contractor’s network and can be used on select Products to contact 911. For more information, see www.Contractor.com/accessibilitypolicy.

13.4 911 Access: 911 services are made possible by state and local governments. Contractor handsets are capable of making calls to 911 in the United States, and 911 access is available to Purchasing Entity regardless of rate plan. The handset must have battery power and connectivity to complete a 911 call. When making 911 calls, Purchasing Entity’s Users must be prepared to provide information about where the User(s) are located. In some cases, 911 communications center operators may not know the User’s phone number or have information about that User’s location. Other third-party entities are involved in connecting a 911 call and Contractor does not determine the public safety agency to which the 911 call is routed. If Purchasing Entity is porting a phone number to or from Contractor, Contractor may not be able to provide Purchasing Entity with some Services, such as 911 location services, while the port is in process. If any User is outside the U.S., such User may have to dial a different number than 911 to call emergency services.

13.5 Wi-Fi Calling. Wi-Fi Calling services use an internet connection to make calls, (“**Wi-Fi Calling**”), including 911 calls, and calls to 911 using Wi-Fi calling operate differently than traditional 911. When enabling Wi-Fi Calling, Purchasing Entity must provide Contractor with the primary street address at which the Wi-Fi Calling service will be used (“Registered Location”). If Purchasing Entity’s Users call 911 over Wi-Fi, Contractor will provide Purchasing Entity’s Registered Location to the public service entity that answers the call, and it may be used to help emergency responders locate a User. Purchasing Entity agrees to update its Registered Location if Purchasing Entity’s Users use Wi-Fi service at a different location. Purchasing Entity can update its Registered Location by contacting Contractor Purchasing Entity Care.



MA176-1

Wireless Data, Voice, and Accessories

Attachment B

Scope of Work

Section 1: General

1.1 Background

The purpose of this Master Agreement is to provide Wireless Data, Voice, and Accessories for all Participating States. The Master Agreement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual chief procurement official and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be 5 (Five) years with renewal provisions for an additional 5 (Five) as outlined in Section 3 of the NASPO ValuePoint Master Terms and Conditions (Attachment A).

1.2 Order of precedence

Per the NASPO ValuePoint Master Terms and Conditions, Participating Addenda (called "PA") will have precedence over the Master Agreement within the participating jurisdiction.

1.3 Green Awards

End users of the Master Agreement may have requirements to purchase products and services that adhere best practices of sustainability and environmental consciousness. Contractor should anticipate addressing these needs as they arise in the Participating Addendum process.

1.4 E-Rate

To the extent the services offered are subject to the E-rate discount program, all award Contract Vendors must commit to participation in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the Contract Vendor.

1.5 Net Neutrality

Recent changes by the Federal Communications Commission in their rules related to the issue of Net Neutrality have increased state's interest in promulgating their own law, rule and policies on this topic. This solicitation will have no requirements related to Net Neutrality for the Master Agreements. It is anticipated, that this issue will be pertinent in the Participating Addendum process. Potential participating entities will be made aware of this consideration by the Lead State in a reasonable fashion.

Section 2: Categories of Award

2.0 Overview of Award Categories

The products and services for this contract are awarded in 3 (three) categories. These categories are:

Category 1-Cellular Wireless Services: This category will cover the basic cellular wireless transport services for voice, data and messaging, as well as any new basic transport services that may be introduced for applications like those defined for Internet of Things (IoT) applications. "Cellular wireless transport" is defined to mean carrier provided wireless services that employ a radio access network based on technologies defined by the Third Generation Partnership Program (3GPP). We are requesting pricing for both traditional cellular plans that include a subsidized mobile device as well as bring your own device (BYOD) plans where the user will supply their own mobile device and require only network service from the carrier.

Category 2- Equipment and Accessories: This category includes any equipment or accessories operating over cellular carrier provided network services or intended for use with cellular connected devices.

Category 3- Turnkey Wireless and IoT Solutions that are offered as a product: This category includes any of the wireless or IoT solutions or applications being offered as a complete product by the cellular wireless carriers or any other Contractor(s).

2.1 Category 1- Cellular Wireless Services

This category will cover the basic cellular wireless transport services for voice, data and messaging, as well as any new basic transport services that may be introduced for applications like those defined for Internet of Things (IoT) applications. “Cellular wireless transport” is defined to mean carrier provided wireless services that employ a radio access network based on technologies defined by the Third Generation Partnership Program (3GPP). We are requesting pricing for both traditional cellular plans that include a subsidized mobile device as well as bring your own device (BYOD) plans where the user will supply their own mobile device and require only network service from the carrier.

This Award Category is for National Award only.

2.1.1 Definitions

3rd Generation Partnership Project (3GPP) The international standards body that covers cellular telecommunications network technologies (<http://www.3gpp.org>).

3G Third generation of wireless mobile telecommunication technology as defined by the 3rd Generation Partnership Project (3GPP).

4G Fourth generation of wireless mobile telecommunication technology as defined by the 3rd Generation Partnership Project (3GPP).

5G Fifth generation of wireless mobile telecommunication technology as defined by the 3rd Generation Partnership Project (3GPP).

Bandwidth Throttling The mechanism a service provider uses to reduce the data network capacity available to a user of its wireless services.

Bandwidth Throttling Threshold In “unlimited” cellular data plans, the data volume at which the carrier begins instituting bandwidth throttling for the balance of the billing period.

Bring Your Own Device (BYOD) Plans where the user will supply their own mobile device and require only network service from the carrier.

Cellular Wireless Carrier: A wireless carrier that owns the majority of its infrastructure and operates a mobile wireless network primarily utilizing standards developed by the 3GPP.

Cellular Voice A wireless voice telephone service offered by the cellular carriers.

Cellular Wireless Carrier-provided wireless services that employs a radio access network based on technologies defined by the 3rd Generation Partnership Program (3GPP).

Coverage Area The geographic area in which a carrier provides service. When located within this area, a subscriber with a compatible device should be able to access usable wireless services on that carrier’s network or its partner networks.

FirstNet FirstNet is a government subsidized wireless network specifically designed for the needs of public safety users; access to FirstNet services will be limited to defined categories of users related to public safety. FirstNet was created under the Middle Class Tax Relief and Job Creation Act of 2012.

Individual Responsible (IR) Plan Discount Individual Responsible Accounts (“IRU”) are accounts for products and services between Contractors awarded a contract under this solicitation and individuals who are employees of eligible users of the Master Agreement. IRU accounts are for the personal use of individual employees of eligible end users of the Master Agreement.

Corporate/Government Responsible (CRU) Plan CRU plans are plans that are purchased by end users of the Master Agreement that is awarded from this solicitation.

Land Mobile Radio (LMR) Terrestrial-based, wireless communications systems, generally operating in the frequency range below 1 GHz, and commonly used by emergency responders to support voice and low-speed data communications.

Mission Critical Push-to-Talk (MCPTT) A new standard for public safety PTT systems (starting with 3GPP Rel. 13) that also operates over the cellular carriers’ wireless networks and supports, among other capabilities, the ability for wireless stations to discover and communicate directly with other system users without relaying those transmissions through a cellular base station.

LTE (Long-Term Evolution) A 3GPP standard for high-speed cellular wireless communications.

Mobile Messaging The ability to compose and exchange electronic messages that may include text, audio, video and other symbols between two or more users of mobile phones, tablets or other devices.

Public Safety The functions of government, which ensure the protection of citizens, persons in their territory, organizations, and institutions against threats to their well-being.

Push-to-Talk (PTT) A method of wireless voice communications using a momentary button to switch the wireless device from voice reception mode to transmit mode; in a cellular PTT system, all transmissions are relayed over the carrier’s radio channels and through a server installed in the carrier’s network infrastructure. Transmissions are received by all stations within range of that particular radio channel and are part of that broadcast group.

Quality of Service (QoS) Mechanisms employed in packet switching networks that allows them to prioritize certain classes of traffic over others thereby providing better performance for those preferred classes with regard to transit delay, jitter (variation in transit delay), and packet loss.

Short Message Service (SMS)/Multimedia Messaging Service (MMS) Wireless services offered by the cellular carriers allowing users to exchange short text (SMS) or audio/video files (MMS). These services are differentiated from other messaging services like Apple Messages and WhatsApp by the fact that they are offered by the cellular carriers and are typically charged as a separate item on the service plan along with voice and data.

Subsidized Plan Cellular plans where the carrier will provide a phone, or tablet at a subsidized price.

Wireless The transmitting of signals using radio waves instead of wires.

Wireless Carrier A provider of wireless communications services that owns or controls all the elements necessary to sell and deliver services to an end user including radio spectrum allocation, wireless network infrastructure, back haul infrastructure, billing, customer care, provisioning computer systems and marketing and repair organizations.

Wireless Data A communication service offered by mobile carriers that allows users to access the internet and other data services via its wireless networks using a smartphone, tablet or other cellular-connected mobile device.

Wireless Plan A bundled subscription offering from a cellular carrier providing some combination of services.

Wireless Priority Service (WPS) A government-directed emergency phone service managed by the Department of Homeland Security's Office of Emergency Communications (OEC). Like FirstNet for data services, WPS provides priority network access to wireless voice service (2G or VoLTE) exclusively to defined categories of qualified subscribers.

2.1.2 Subsequent Network Characteristics and Technology

This solicitation covers the addition of new technology and methods that are substantively similar to existing 3G, 4G, and 5G Network characteristics.

2.1.3 Plans

Contractors will define the rate plans to be available under the Master Agreement that results from this solicitation and must provide all details of every plan offered in Attachment G. At a minimum plan details should include the items listed in Attachment G if applicable.

Subsidized Plans

Subsidized plans are those that include a device to connect to the wireless network as a part of the monthly plan cost.

Bring Your Own Device Plans

Bring your own device plans are those that require the user to provide a device for connection to the cellular network or to pay for a device separately from the monthly service plan.

2.1.4 Legacy Plans

Plans covered by the predecessor Master Agreements administered by the State of Nevada (Contract No. 1907) ("Legacy Plans") for purchasing entities who are currently enrolled will be included within the scope of the Master Agreements awarded by this solicitation. All Legacy Plans must be described on Attachment G: Plan Coverage Attachment.

Discontinuance of Plans

Contractor will maintain plans if they are being used. Contractor may discontinue any plan or feature that has not had any active subscribers for at least the previous 90 days. Contractor to provide a minimum of 90 days notice to Lead State if a Plan is to be discontinued to end users.

2.1.5 Service Requirements

Designated Sales Point of Contact

Each Master Agreement awarded by this solicitation shall have a designated point of contact for sales purposes.

Designated Customer Service Point of Contact

Each Master Agreement awarded by this solicitation shall have a designated point of contact for Customer Service escalation purposes.

Designated Contract Manager

Each Master Agreement awarded by this solicitation shall have a designated point of contact who manages the contract and may be contacted by administrators of the Master Agreement or PAs.

2.1.6 Pricing Requirements

Subsidized Device Plans

Plans covered by the predecessor Master Agreements administered by the State of Nevada (Contract No. 1907) that offered phones at no cost are to be included by the Master Agreements awarded by this solicitation if the Contractor is awarded under this solicitation. For any new plans offered under this contract, Proposers have the flexibility to include a subsidized phone in the plan cost or to require the user to provide a device or pay for it separately.

Financing

Financing is allowed under the Master Agreement, but may be subject to each PA as some jurisdictions may not allow Financing.

Individual Responsible (IRU) Plan Discount

Pricing Discounts for Individual Responsible plans by public employees are to be stated on the Cost sheet. See Section 5.

Waiver of Service Activation Fees

Service Activations Fees will not be allowed under the Master Agreements that derive from this solicitation.

Number Porting

Carrier must provide wired or wireless number porting to/from the mobile device with no charges or penalty.

Upgrade

Users must be able to upgrade or downgrade their service plan at any time with no limits and no restarting of service line contract terms.

Cancellation Fees

Carrier must provide for any participating entity the ability to cancel at least 25% of the active lines of service under contract (subsidized device) in any given year with no early termination fees or other cancellation fees.

Carrier must not assess any cancellation fee or early termination fee for any lines of service that are provided under a Bring Your Own Device option where subsidized equipment is not included in the monthly rate plan cost.

Activation and Billing

Carrier must not commence billing for a device until completion of an order and activation request is executed by the participating entity representative, the user or another individual designated by the participating entity representative. Specific billing and activation procedures may be refined within Participating Addenda.

Cost Sheet

Contractor must populate the cost sheet Attachment C. The plans identified in Attachment C are to be offered to end users and will be included in Attachment G. Contractor must also indicate a discount for plans available under the master agreement that results from this solicitation., that are not entered into Attachment C.

Plan Description

Contractor must include detailed descriptions of all new rate plans approved by the lead state by fully populating Attachment G with complete details related to each plan and feature offered under this contract.

Presentation

Contractors should propose plans that can be easily understood without complex restrictions and terms. Scoring will reflect the degree of concise and impactful plans – from flexibility and cost perspectives.

2.1.7 Internet of Things (IoT) Services

Data plans related to Internet of Things services are covered by this award category. Please describe your Internet of Things offering as it relates to Attachment L, Network Technology Questionnaire in your proposal.

2.1.8 Public Safety/Wireless Priority Service

2.1.8 PUBLIC SAFETY CATEGORY

The Wireless Services Provider (Contractor) will describe how their proposal if and how they intend to provide an exclusive, dedicated broadband network for public safety communications to public safety entities and first responders.

Contractor will describe if and how they would provide for a dedicated network exclusive for use by emergency response providers such as Federal, State, and local emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities; including Native American Tribes (Sovereign Nations) or authorized tribal organization and rural communities, unincorporated town or village, or other public entity.

Carriers will describe how their proposed services will have the ability to provide the most comprehensive, reliable coverage and highest priority for emergency communications, such as:

- Broadband LTE network allowing first responders and other public safety personnel to send and receive voice, data, video, images, push-to-talk and text without concerns about network congestion.
- Mobile Devices
- Mobile Device Management, to include Maintenance and Replacement
- Public Safety Applications and Solutions
- Assured Priority and Preemption when needed
- Network Security

Interoperability:

Interoperability is critical to all public safety agencies, therefore; The Wireless Service Provider (the Contractor), will describe how they enable comprehensive public safety broadband interoperability at all levels including the sharing of priority and preemption protocols, applications, and mission critical Push-to-Talk (MCPTT) communications and off-air device to device communications during an emergency situation.

Deployable Access:

The Wireless Service Provider (the Contractor) will describe how they will provide cellular connection in areas where service does not exist or where service fails during emergency circumstances. The Wireless Service Provider will describe how they provide dedicated access to Satellite Cell on Wheels and Portable Emergency Communications.

The Wireless Service Provider (Contractor) will describe additional deployable equipment for dedicated access in areas where service does not exist or where service fails during emergency situations.

Optional Services:

Additional Public Safety Services sold under the NASPO ValuePoint Master Agreement other than the requirements listed, must be properly reviewed and approved by the lead state.

Option to Terminate:

The NASPO ValuePoint Master Agreement is an additional procuring mechanism. The Wireless Service Provider (the Contractor) must agree; if a Public Service Entity chooses to utilize the

NASPO ValuePoint Master Agreement, the procuring agency has the option to terminate their agreement at any time without added fees or penalties for cancellation.

The Lead State may cancel the Public Safety/Wireless Priority Service portion of the Category 1 Scope at any time. If the Lead State chooses to cancel the Public Safety/Wireless Priority Service portion of Category 1 Scope, it will provide contractors with 180 days notice.

No other Terms and Conditions, End User Agreements, or any other terms will be offered with the new product or service unless it is included in the Master Agreement.

2.2 Category 2- Equipment and Accessories

This category includes any equipment or accessories operating over cellular carrier provided network services or intended for use with cellular connected devices.

This Award Category is for National Award only.

2.2.1 Definitions

Accessories Any equipment, component or add-on accessory intended for use with cellular connected devices.

Equipment Any device operating over cellular carrier provided network. Does not include servers, desktops or laptop computing devices.

Cellular Devices Any phones or other equipment used to connect over wireless services offered by cellular carriers (Category 1).

2.2.2 Eligible Equipment and Accessories

Those products eligible as equipment and accessories under this solicitation, currently includes and may be expanded as technology advances:

- Basic Cellular Devices
- Smartphones - iOS, Android, Other
- Stand Alone, Integrated or USB Dongle Cellular Modems
- Wi-Fi/Cellular Routers
- Tablets that are cellular-network connected
- Other equipment with a primary purpose for communicating over the cellular carrier network, currently including:
 - Sensors

- Cellular-enabled Video cameras
- Accessories:
 - Replacement Batteries
 - Cases & related accessories
 - Screen Protectors
 - Chargers
 - Cords / cables
 - Signal Boosters / antennae
 - Headsets and speakers for use with wireless devices

2.2.3 Service Requirements

Condition of Equipment and Accessories

All equipment and accessories provided under this contact must be new, unused and properly functioning when received by participating entity if priced as a new product.

Superseded, used, returned, or reconditioned items will be accepted if labelled as such in the sales order.

Trial Period

Contractor may allow for a designated trial period for testing/evaluating equipment and accessories without additional charges or fees if applicable. Contractor will describe the timeframe for the 'trial period' and procedures for implementing this policy in the sales invoice or purchase order.

Return of Equipment and Accessories

Any equipment or accessories that are not properly functioning when received by the participating entity must be replaced by the contractor with new and properly functioning equipment or accessories within 5 business days of the defective equipment or accessories being reported to the contractor.

Participating entities shall not be responsible for any costs related to the return and/ or replacement of any equipment or accessories that are returned due to quality problems, duplicate shipments or other shipping errors, outdated products or other issues related to non-compliance with terms of this agreement. Contractors must confirm in writing to the end user when returns are received.

Participating entities shall not be assessed restocking fees or any other fees for items trialed and then returned as unacceptable for any reason.

Contractor will allow for equipment and accessory purchases at all retail stores open to the public. Sales personnel at retail stores will be aware of pricing from the Master Agreement that results from this solicitation.

2.2.4 Pricing

Cost Sheet

See Attachment C for details for Award Category 2.

Financing

Financing is allowed under the Master Agreement, but may be subject to each PA as some jurisdictions may not allow Financing.

Individual Responsible (IRU) Plan Discount

Pricing Discounts for equipment and accessories offered to public employees with Individual Responsible plans are to be stated on the Cost sheet (Attachment C). See section 5 for additional details.

Shipping

Contractor if a Carrier must activate service on new equipment within 72 hours of request or shipping.

2.3 Category 3 – Internet of Things and other Turnkey Wireless Applications

This category includes any of the wireless or IoT solutions or applications being offered as a complete product by the cellular wireless carriers or any other Contractor(s).

This Award Category may be for National Award, or Regional Award at the indication of the Contractor in their proposal. Contractors will indicate this preference in Attachment W.

Awards will be made in each individual sub-category of Category 3, not for Category 3 as a whole. An award in one sub-category does not entitle a vendor to offer products or services in any other subcategories for which they were not specifically awarded.

2.3.1 Definitions

Turnkey Wireless Solution For the purposes of this solicitation a Turnkey Wireless Solution is an integrated, on premise or hybrid system that includes three broad elements:

- End Points physical objects (things like sensors, cameras, end point devices, etc.) that contain embedded technology to sense or interact with their internal state or external environment and the ability to communicate with a remote application
- Network Services a wireless communication network providing M2M communication services or some other method of data transport connecting the dedicated physical objects with;
- Back Office Systems applications and central or back end systems (servers, software, operating systems, storage, etc.).

2.3.2 Turnkey Wireless Solutions

A Proposal shall fully disclose what is included in the Turnkey Wireless Solutions, including all operational components, training, services, equipment, licenses, third party agreements, any and all fees and performance guarantees.

Products and services offered by carriers/Contractors under Legacy Plans that are now part of Category 3 awards under this solicitation will be part of the contracts that result from this solicitation if the carrier/Contractors has also been awarded under that Category and Sub-category.

For example: MDM products under legacy plans may only be offered under the new Master Agreement if the Contractor is awarded under the MDM subcategory of Category 3 awards.

If an Contractor is not awarded a product under an Award Category 3 subcategory, but has provided a product or service under Legacy Plans, the Contractor may continue to offer the product to end users already under contract. The product may not be offered to new end users unless the Contractor has won award of the subcategory.

Turnkey Wireless Solutions Single Contract The provider offering a Turnkey Wireless Solutions may utilize subcontractors and partners to provide various elements of the system, but the system including all licensing rights will be covered by a single contract between the end user that purchases the system and the provider who is awarded a master agreement for this category of award.

Limited Related Service The provider shall provide support services as needed to install, maintain and enhance the system over the life of the system. These Limited Related Services shall be included in the system pricing. Installation services may be capped in proportion to the project at hand. The Proposal shall describe all related services that are included in the Turnkey Wireless System. The purchasing entity shall have the option to purchase additional services at pricing offered by the proposer and provide an hourly rate related to the project for the Additional Consulting or Integration Services.

Additional Consulting or Integration Services

- a. The purchasing entity shall have the ability to purchase consulting or integration services from the provider.
- b. Consulting Services – In Category 3, “Consulting Service” means planning, assessment and other professional consulting services provided by the Contractor related to the public entities planning, design, assessing, operating or maintaining an IoT solution.
- c. Additional Services – In Category 3, “Integration Service” means the process of making new IoT devices, data, platforms and applications, as well as existing IT assets (for example, business applications, data, mobile, SaaS and legacy systems) work well together in the context of implementing end-to-end IoT business solutions. Integration services are not part of turnkey system or limited related service, but may be acquired from the provider or from a separate integration service provider at the sole discretion of the purchasing entity.

Limited Related Service and Additional Consulting or Integration Services will be billed at an Hourly rate will be included on the Cost Sheet (Attachment C) and will be included in the Master Agreement. The Hourly rate will be a blended rate and will encompass all related cost for these additional services.

2.3.3 Category 3 Subcategories of Award

See Attachment V for Category 3 Subcategory Definitions.

Right to Refresh

This category of master agreements (Turnkey Wireless Solutions) may be reopened and refreshed at the sole discretion of the Lead State at any time. The refresh may allow additional Turnkey Wireless Solutions offering in the broad scope or by specifically identified sub categories. The

Lead State reserves the right to change the methodology for award for all or any subcategories at the time of the refresh/reopen of the solicitation. Awards for Award Category 3 in any refresh solicitation will be given the same contract term as the initial award.

Data Protection

The provider shall:

- a. Specify the best available standards-based encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.
- b. Describe whether or not it is willing to sign relevant and applicable agreements that may be necessary to protect data with a Purchasing Entity.
- c. Describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement.
- d. Specify its data disposal procedures, policies and destruction confirmation process

Subcontractors

Providers must explain for each Turnkey Wireless Solutions offered if they intend to provide it directly or through the use of Subcontractors. Any Subcontractor that a Provider chooses to use in fulfilling the requirements of the solicitation must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable to the solutions provided in this category.

- a. Contractor must describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.
- b. If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP.
- c. Include a description of how the Contractor will ensure that all subcontractors and their employees will meet all Statement of Work requirements.

2.3.4 Security For each Turnkey Wireless Solutions proposed include both a security disclosure statement.

Contractors for Award Category 3 must submit answers to Attachment S.

2.3.5 Client Infrastructure Impact and Support

Contractors will be willing to provide a description of the Impact and Support on End User infrastructure upon request Assessment what impacts the Turnkey Wireless application will have on the infrastructure used by purchasing entity, including the client's network, data storage and client owned and operated endpoints before installation. Contractor will at the time of purchase identify any support required by the purchasing entity to support the proposed Turnkey Wireless Solutions.

2.3.6 Client Infrastructure and Support

Unless the purchasing entity waives the requirement, the Contractor shall provide a description of the Impact and Support on the End User infrastructure. This shall include an assessment of impacts the Turnkey Wireless application will have on the infrastructure used by purchasing entity, including the client's network, data storage and client owned and operated endpoints before installation. The description shall also identify any resources required by the purchasing entity to support the proposed Turnkey Wireless Solutions.

2.3.7 Pricing Requirements

Cost Sheet

See Attachment C for details for Award Category 3.

No other Terms and Conditions, End User Agreements, or any other terms will be offered with the new product or service unless it is included in the Master Agreement at formation or by Amendment.

Section 3: Adding New Products and Services

The Lead State anticipates establishing a process for regular communication with contractors and addition of new products and services. Addition of new products will be treated differently based on which category of award covers the product or service.

3.1 General Requirements

The Lead State, along with the sourcing committee of this Solicitation will review and add new products and services to the Master Agreements outlined below. The Lead State reserves the right to modify this process to ensure open, transparent and reasonable review of proposed new products and services.

3.2 New Products added under Award Category 1

For new service plans under Award Category 1, Carriers may add new plans as they become available to end users, so long as the plans are added to Attachment G, Contract Coverage Attachment, at the next quarterly update and therefore incorporated into the Master Agreement. If the new plans are not added to Attachment G at the next quarterly update, they will not be included within the scope of the Master Agreements that result from this solicitation. Once plans are incorporated into the Master Agreement in this manner, they are subject to the termination restrictions in section 2.1.4.

3.3 New Products added under Award Category 2

Contractors may add new products under Award Category 2 at any time as long as they fall within the scope of that award category. The Lead State reserves the right to make the determination of whether a product falls within award category 2.

3.4 New Products added under Award Category 3

For new products under Award Category 3, Contractors must submit a request to the Lead State and sourcing team for consideration using Attachment N. All new products under Award Category 3 will be allowed only through amendment of the Master Agreements that result from this solicitation.

After consultation with the sourcing team, the Lead State may choose to include the new product under the Master Agreements by amendment. The Contractor will provide an updated Attachment G at the next quarterly update for public distribution.

3.4.1 New Product Request Form

The New Product Request form will be submitted to the Lead State to request any new products or services under Award Category 3(See Attachment M).

Proposed additional terms and conditions, end user agreements or related materials to be used with the new product must be included with the New Product Request form to be considered for addition to the Master Agreement. Terms and Conditions for additional products/services may be negotiated by the Lead State before addition.

3.4.2 New Product Request Log

All new added products and services under Award Category 3 will be included on Attachment N, Request Log sheet that will include Lead State recommendations and observations. This log will be included in the contract file and will be available for public view.

3.4.3 Quarterly Amendments

The Lead State expects to conduct quarterly amendments of the Master Agreement to add new products and services under Award Category 3. The Lead State reserves the right to amend, or not amend the Master Agreement at any time.

Terms and Conditions not included in the addition of new products for Award Category 3 will not be part of any agreement with end users. Contractors will present end users only with the Terms and Conditions agreed to by the parties in the Master Agreement Amendment.

3.4.4 Terms and Conditions Compliance with Master Agreement

All Products offered under Award Category 3 shall comply fully with all applicable Federal and State laws and regulations. The Order of Precedence clause in the NASPO ValuePoint Master Agreement Terms and Conditions and/or Participating Addendum will control in the event of any conflict between the NASPO ValuePoint Master Agreement and/or Participating Addendum and the Product Terms and Conditions. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

3.5 Quarterly Call/Meeting

The Lead State expects to have a call with contractors every quarter to discuss the status of the contracts, discuss proposed new products and services, and any other issues that may arise regarding the contract. These calls/meetings will be scheduled at mutually agreed upon times.

3.6 Terms and Conditions Compliance with Master Agreement

Any and all Products offered and furnished under any award category shall comply fully with all applicable Federal and State laws and regulations. The Order of Precedence clause in the NASPO ValuePoint Master Agreement Terms and Conditions and/or Participating Addendum will control in the event of any conflict between the NASPO ValuePoint Master Agreement and/or Participating Addendum and the Product Terms and Conditions. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Section 4: Individual Responsible Account Discounts

4.1 Individual Responsible Account Definition

Individual Responsible Accounts (“IRU”) are accounts for products and services between Contractors awarded a contract under this solicitation and individuals who are employees of eligible users of the Master Agreement. IRU accounts are for the personal use of individual employees of eligible end users of the Master Agreement. IRU discount offerings are not required by Contractors but are scored as a Technical Scorable Criteria for Award Category 1.

All other plans used under this contract by eligible end users are Government/Corporate Responsible Plans (CRU).45.2 Corporate Responsible Account Definition

Corporate Responsible Accounts (“CRU”) are accounts for end users of the Master Agreement.

4.3 Discount for Individual Responsible Account offerings

Contractors will indicate what, if any discount they allow for IRU accounts under this Master Agreement. This discount is entered in their Costsheets (Attachment C) and be included in the Master Agreement.

Section 5: Reporting

5.1 General Requirements

5.1.1 Reporting shall be provided in the format required by NASPO ValuePoint:

6.1.1.1 Attachment H (Award Category 1)

6.1.1.2 Attachment I (Award Category 2)

6.1.1.3 Attachment J (Award Category 3)

5.1.2 Attachment G: Contract Coverage Attachment

Contractors under the Master Agreement that results from this contract will submit quarterly Attachment G to the Lead State. This attachment is intended to encapsulate the

plans, services and offerings of the contractor. This would include any legacy and current offerings, including the plans entered on Attachment C. (anything that would be covered by the Master Agreement).

For Award Category 1, all legacy plans that have a discount under the Current Nevada Master Agreement must continue the discount to be covered by the Master Agreement that results from this solicitation. All legacy plans that do not have a discount under the Current Nevada Master Agreement may continue to have no discount under the Master Agreement that results from this solicitation

Attachment G must be submitted by Contractors awarded under Award Category 1, Award Category 3 and Award Category 4.

5.1.3 Individual participating entities may request specific equipment sales summaries, which shall be provided at no cost.

Upon request, provide reporting elements and/or management reports related to usage for services that are available and would optimize the participating entity's ability to assess utilization and cost.

Be able to provide custom reports as may be requested by individual participating entities. Describe in general, the level of sophistication and complexity, custom usage report data that you can provide to the participating entities. Vendors should provide a sample report with their proposal.

Upon request, provide subscribers with usage reports which include full itemization of call details (such as the information on the Contractor's standard bill for consumer accounts) to enable verification of usage including: (1) call date, call number call length, call time, and (2) plan cost, per minute charges, overage cost, additional features charges and other fees, etc.

5.2 Quarterly Call/Meeting

Contractors must be available for a quarterly meeting by phone, video conference, or in person to discuss contract concerns, developments and any upcoming additional products or services related to reporting.

5.4 Usage Reports (Other States)

Other States and participating entities may have alternate reporting requirements and will be addressed by their Participating Addendum.

Section 6: Pricing Landing Page

6.1 General

NASPO ValuePoint will develop a pricing landing page (webpage) to display contractor pricing in several key areas on an ongoing basis. It is anticipated that the end users will be able to use this Pricing Landing page as a tool to aid in pricing and negotiating plans and device accessory purchases from all awarded contractors. Contractors are expected to provide certain required fields for the Pricing Landing Page. This Section applies only to Category 1 awards.

6.2 Pricing Landing Page Requirements

6.2.1 General Requirements

The Pricing Landing Page will consist of a webpage to allow for quick reference of plans, equipment, accessories and services offered by contractors. Contractors may update the required fields at their discretion whenever they wish. The fields must be populated by contractors.

6.2.2 for Carriers/Contractors (Awarded under Category 1)

At the onset of the contract, Carriers/Contractors will be required to enter in pricing plans for the following scenarios that are found in Attachment C (Costsheet):

- Plans that include a subsidized device in the monthly rate plan cost
 - Basic phone with unlimited voice and messaging
 - Smartphone - 4 Gig of data, unlimited voice & messaging
 - Smartphone - 300 minutes of voice, unlimited data & messaging
 - Smartphone - unlimited data, voice & messaging
 - data only - low - 150 kb
 - data only - moderate - 4 Gig
 - data only - unlimited data
- Plans that require user to supply the device or pay for it separately
 - Smartphone - 4 Gig of data, unlimited voice & messaging
 - Smartphone - unlimited data, voice & messaging
 - Tablet - 1 Gig of data
 - Tablet - shares data with other devices
 - data only - low - 150 kb
 - data only - moderate - 4 Gig
 - data only - unlimited data

These categories have been identified as representing the rate plans and services that are most commonly purchased by NASPO Participating Entities. The categories may be changed as desired by the contractor by submitting updates to NASPO ValuePoint.

6.3 Pricing Landing Page Features

Pricing information

The Lead state will develop a required reporting based on the 14 scenarios listed in Attachment C for the landing page. The lead state reserves the right to determine requirements.

Disclaimers

Clear disclaimers to end users that all pricing reflects contractors best estimates for hypothetical use cases and does not represent local fees, taxes and potential discounts available at specific locations

Point of Contact Information

Sales, Customer Service and Contract Administration point of contact information for ease of reference

Current Offers

Current Discounts, Offers, and Specials available to end users. This would be done on a national basis. Disclaimers for reasonable variance will be allowed at the discretion of the lead state.

Section 7: Administration of Contracts

7.1 Quarterly Amendment

The Lead State anticipates it will provide for regular quarterly amendments to the Master Agreement if there is a need to add new products or services. (Section 4). The Lead State at its discretion may elect to amend the Master Agreement at any time.

7.2 Quarterly Call

The Lead State and sourcing team intend to hold quarterly calls to facilitate new products/services, discuss the administration of the Master Agreements, and all other applicable aspects of the master agreement.

7.3 Annual Meeting

Contractors must be available for an annual meeting in person to discuss continuing administration of the contract. The Lead State anticipates meeting once a year in person to facilitate more in depth communication. The location of in-person meetings will be in The Salt Lake City area, or elsewhere at the discretion of the Lead State.

7.4 Published Documents

The Lead State intends to publish all new product/service request forms, new product logs, and any sourcing committee recommendations and notes related for reference. End users may use these documents to aid in their purchasing decisions.

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheets								
Award Category 2 Costsheets								
Vendor Name:				T-Mobile USA, Inc.				
Item Number	Item Description	Manufacture/Brand	Model	Price Per Unit	MSRP	Category Percentage off of MSRP (if applicable)	Average Cost	Notes
1	Cases	Griffin	Apple iPhone X Survivor Strong Case - Black	\$29.99	\$29.99	25.00%	\$36.66	Other options available at https://business.t-mobile.com/accessories
		Apple	Silicone Case for iPhone XS	\$39.99	\$39.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		OtterBox	SymmetrySeries Case for Samsung Galaxy S9	\$39.99	\$39.99	25.00%		Other options available at https://business.t-mobile.com/accessories
2	Screen Protectors	Tech21	Apple iPhone X/XS Impact Shield	\$34.99	\$34.99	25.00%	\$29.99	Other options available at https://business.t-mobile.com/accessories
		PureGear	Roll-On Extreme Impact for Samsung Galaxy S9	\$29.99	\$29.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		PureGear	Roll-On Extreme Impact for Apple iPhone X/XS	\$24.99	\$14.99	25.00%		Other options available at https://business.t-mobile.com/accessories
3	Chargers	T-Mobile	4ft Lightning Cable	\$19.99	\$19.99	25.00%	\$18.32	Other options available at https://business.t-mobile.com/accessories
		Belkin	Micro-USB to USB A Cable, 4ft	\$19.99	\$19.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		T-Mobile	Micro Cable 4 ft Black	\$14.99	\$14.99	25.00%		Other options available at https://business.t-mobile.com/accessories
4	Headsets for use with wireless devices	Apple	EarPods with Lightning Connector	\$29.99	\$29.99	25.00%	\$69.99	Other options available at https://business.t-mobile.com/accessories
		Apple	Airpods	\$159.99	\$159.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		Skullcandy	Ink'd Wired with mic - Black	\$19.99	\$19.99	25.00%		Other options available at https://business.t-mobile.com/accessories
5	Speakers for use with wireless devices	JBL	Go Speaker	\$39.99	\$39.99	25.00%	\$123.32	Other options available at https://business.t-mobile.com/accessories
		JBL	Link 10 - Black	\$149.99	\$149.99	25.00%		Other options available at https://business.t-mobile.com/accessories
		Ultimate Ears	BLAST and POWER UP - Black	\$179.99	\$179.99	25.00%		Other options available at https://business.t-mobile.com/accessories
6	Basic Cell Phone	Alcatel	GO FLIP	\$75.00	\$75.00	0.00%	\$25.00	Pricing are subject to change at time of purchase and availability.
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
7	Push to Talk Device	N/A	N/A	\$0.00	\$0.00	0.00%	\$0.00	
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
8	SmartPhones	Apple	iPhone XS 64GB	\$999.99	\$999.99	0.00%	\$873.33	Pricing are subject to change at time of purchase and availability.
		Apple	iPhone X 64GB	\$899.99	\$899.99	0.00%		Pricing are subject to change at time of purchase and availability.
		Samsung	Galaxy S9 64GB	\$720.00	\$720.00	0.00%		Pricing are subject to change at time of purchase and availability.
9	Tablets	Apple	iPad 32GB	\$459.99	\$459.99	0.00%	\$493.33	Pricing are subject to change at time of purchase and availability.
		Apple	iPad Pro 10.5 64GB	\$779.99	\$779.99	0.00%		Pricing are subject to change at time of purchase and availability.
		Samsung	Galaxy Tab E	\$240.00	\$240.00	0.00%		Pricing are subject to change at time of purchase and availability.
10	Cellular Modems stand alone, integrated or USB	N/A	N/A	\$0.00	\$0.00	0.00%	\$0.00	
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
11	MiFi Hot Spots	Alcatel	LINKZONE	\$72.00	\$72.00	0.00%	\$24.00	Pricing are subject to change at time of purchase and availability.
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
12	WiFi Cellular Routers	N/A	N/A	\$0.00	\$0.00	0.00%	\$0.00	
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
13	IoT Sensors	N/A	N/A	\$0.00	\$0.00	0.00%	\$0.00	
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
14	Cellular-enabled video cameras	N/A	N/A	\$0.00	\$0.00	0.00%	\$0.00	
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
15	Cords / cables	N/A	N/A	\$0.00	\$0.00	0.00%	\$0.00	
		N/A	N/A	\$0.00	\$0.00	0.00%		
		N/A	N/A	\$0.00	\$0.00	0.00%		
16	Signal Boosters / Antennas	TBD	TBD	\$0.00	\$0.00	0.00%	\$0.00	T-Mobile will work with each Participating State on in-building solutions.
		TBD	TBD	\$0.00	\$0.00	0.00%		T-Mobile will work with each Participating State on in-building solutions.
		TBD	TBD	\$0.00	\$0.00	0.00%		T-Mobile will work with each Participating State on in-building solutions.
Total							\$278.28	
ILU Discount Offering								
Description		Percentage Off (%)		What aspects of plans does this discount apply to? Please be specific.				
Percentage off discount rate offered to ILU account		\$0.00		Promotional offerings at the time of purchase may apply.				

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet

Category 3A: Fleet Management Costsheet

VENDOR

T-Mobile USA, Inc.

Monthly Recurring Cost

<i>Description</i>	<i>minimum quantity of vehicles</i>	<i>monthly fee</i>	<i>total annual cost (qty x fee x 12)</i>	<i>OFFEROR NOTES</i> Describe plan attributes and characteristics per the instructions*.
Basic Fleet Management	10	\$12.60	\$1,512.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	100	\$12.60	\$15,120.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	500	\$12.60	\$75,600.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	1000	\$12.60	\$151,200.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
	5000	\$12.60	\$756,000.00	SyncUP FLEET: Advanced, real-time fleet management and monitoring for organizations of all sizes. Includes access to the web-based portal that
Total Annual Recurring Cost			\$999,432.00	

Service Requirements

<i>Description</i>	<i>requirements</i>
Basic Fleet Management	*Solution to track, monitor & dispatch vehicles while collecting information on vehicle location & operation *must have option to connect to vehicle's On Board Diagnostic-II (OBD-II) port *Ability to monitor vehicle location *Provide location-based vehicle dispatch support *Collect information on driver performance *Real time and historical reporting via secure, centralized portal *Ability to set up alerts based on customer devined parameters

Installation & Set Up Costs

<i>Description</i>	<i>minimum quantity of vehicles</i>	<i>cost per vehicle</i>	<i>Total Set Up Cost</i>	<i>OFFEROR NOTES</i> Details of Installation and Set Up of customer's instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10	\$0.00	\$0.00	Installation, set up and basic training is included at no charge.
	100	\$0.00	\$0.00	Installation, set up and basic training is included at no charge.
	500	\$0.00	\$0.00	Installation, set up and basic training is included at no charge.
	1000	\$0.00	\$0.00	Installation, set up and basic training is included at no charge.
	5000	\$0.00	\$0.00	Installation, set up and basic training is included at no charge.
Total Installation and Set Up Cost			\$0.00	

Installation & Set Up Requirements

<i>Description</i>	<i>requirements</i>
Installation, Set Up and Basic System Administrator Training	*Set up and configuration of customer's instance in provider's hosted environment. *install each device in vehicle and connect to OBD-II

Scorable Cost**\$999,432.00**

MA176-1 Wireless Voice, Data and Accessories Attachment C: Costsheet				
Category 3C: Mobile Integration Costsheet				
VENDOR		T-Mobile USA, Inc.		
Monthly Recurring Cost				
Description	minimum quantity of licenses	monthly fee	total annual cost (qty x fee x 12)	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.
Basic Mobile Integration cost per device	10	\$23.50	\$2,820.00	a. Cloud PBX Calling i. Direct Inward Dial/Direct Outward Dial to/from Business Phone Number ii. Direct Inward Dial/Direct Outward Dial to/from Business email address to Business email address iii. Personal Group Calling (existing and ad-hoc) 3-Way calling implemented through ad-hoc personal groups iv. Transfer (Blind, Consultative) v. Hold vi. Call Waiting vii. Call Waiting ID viii. Call Forward (All, No Answer, Busy, Selective) ix. Find Me Follow Me x. Do Not Disturb xi. Out of Office xii. Caller Name & Number xiii. Call Name &/or ID Block (outbound) xiv. Call pull xv. Voicemail xvi. Voicemail to text (300 sec)
	100	\$23.50	\$28,200.00	Same as above.
	500	\$23.50	\$141,000.00	Same as above.
	1000	\$23.50	\$282,000.00	Same as above.
Total Annual Recurring Cost			\$454,020.00	

Service Requirements		
Description		requirements
Basic Mobile Integration		As a minimum, solutions meeting this criteria will provide: •Single Number Reach or the ability for a user to be reached at a single business telephone number. •Calls to that single telephone number would ring at both the user’s desk phone or mobile device either through simultaneous and/or sequential ringing. • Single Voicemail Box for calls to that single business number.

Installation & Set Up Costs				
Description	minimum quantity of licenses		Total Set Up Cost	OFFEROR NOTES Details of Installation and Set Up of customer’s instance
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10		\$0.00	Installation and Set up at no cost.
	100		\$0.00	Installation and Set up at no cost.
	500		\$0.00	Installation and Set up at no cost.
	1000		\$0.00	Installation and Set up at no cost.
Total Installation and Set Up Cost			\$0.00	

Installation & Set Up Requirements		
Description		requirements
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer’s mobile service with integration to wired service. *At least one remote meeting with customer’s designated system administrator to complete set up and provide knowledge transfer.

Scorable Cost	\$454,020.00
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Consutlative Hourly Rate (this rate will be included in the	\$0.00
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[illegible]

MA176-1 Attachment H

Field Name		Field Description
VENDOR		The awarded Contractor's name
VENDOR CONTRACT NUMBER		Lead State assigned contract number (using Lead State's numbering protocol)
STATE		State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)		State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
BILL TO AGENCY		Customer (agency) Bill to name
BILL TO CITY		Customer (agency) Bill to city
INVOICE DATE		(mm/dd/ccyy)
PRODUCT DESCRIPTION		Product description of purchased product
CRU Lines		Commodity-level code based on UNSPSC code rules (8 Digits)
CRU Minutes		Number of voice minutes used
CRU Text		Number of texts sent and received
CRU Data		Amount of data used
CRU Gross Sales		Gross Sales
Equipment Lease		Amount of monthly charges for leased equipment
LIST PRICE/MSRP/CATALOG PRICE		uniform for each contract]
NASPO ValuePoint PRICE		NASPO ValuePoint Price- US Currency (\$99999.999)
QUANTITY		Quantity Invoiced (99999.999)
TOTAL PRICE		Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.999)
NASPO ValuePoint ADMIN FEE		Administrative Fee based on Total Price - US Currency (\$99999.999)

MA176-1 Attachment H
NASPO ValuePoint Cooperative Contract Detailed Sales Report

☐ No Quarterly Sales

Contractor:

Quarter:

Vendor Name	Vendor Contract Number	State	Customer Type	Bill to Agency	Bill to City	Bill to State	Bill to Zipcode	Act # or Customer #	Invoice Date	Invoice #	Product Description	CRU Lines	CRU Minutes	CRU Text	CRU Data	monthly service cost	Equipment Lease/Rental Cost	Total cost (monthly service + lease/rental)	Admin Fee
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[illegible]

Carrier lists every plan in use under the NASPO contract, provides the quantity of the lines of service using each plan and provides basic details of the plan

Line Count	Plan #	Plan Description	Discount Eligible	Access Cost Before Discount	Included in Plan						Notes
					Voice		Data		Text	subsidized	
					Minutes	Pooled	GB	Pooled	Qty	Device	

qty devices o if yes / no
this plan carrier
 has one

MA176-1 Attachment I

Field Name		Field Description
VENDOR		The awarded Contractor's name
VENDOR CONTRACT NUMBER		Lead State assigned contract number (using Lead State's numbering protocol)
STATE		State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)		State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
BILL TO NAME		Customer (agency) Bill to name
BILL TO ADDRESS		Customer (agency) Bill to address
BILL TO CITY		Customer (agency) Bill to city
BILL TO ZIPCODE		Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
SHIP TO NAME		Customer (agency) Ship to name
SHIP TO ADDRESS		Customer (agency) Ship to address
SHIP TO CITY		Customer (agency) Ship to city
SHIP TO ZIPCODE		Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
ORDER NUMBER		Vendor assigned order number
PO DATE (ORDER DATE)		(mm/dd/ccyy)
INVOICE DATE		(mm/dd/ccyy)
INVOICE NUMBER		Vendor assigned Invoice Number
PRODUCT DESCRIPTION		Product description of purchased product
UNSPSC		Commodity-level code based on UNSPSC code rules (8 Digits)
LIST PRICE/MSRP/CATALOG PRICE		List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]
NASPO ValuePoint PRICE		NASPO ValuePoint Price- US Currency (\$99999.999)
QUANTITY		Quantity Invoiced (99999.999)
TOTAL PRICE		Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.999)
NASPO ValuePoint ADMIN FEE		Administrative Fee based on Total Price - US Currency (\$99999.999)
VAR/Reseller/Distributor		If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located
Energy Star Compliant		Yes = 1 No = 2 Energy Star Does not Apply = 0
Optional		More information

MA176-1 Attachment I Award Category 2 Reporting Template

NASPO ValuePoint Cooperative Contract Detailed Sales Report

Contractor:

Vendor Name

Vendor Contract Number

State

Customer Type

Bill to Agency

Bill to Address

Bill to City

Bill to Zipcode

Ship to Agency

Ship to Address

Ship to City

Ship to Zipcode

Order Number

PO Date

Invoice Date

Invoice Number

Product Description

Quantity

UNSPSC Commodity

IRU or CRU

List Price/MSRP

NASPO ValuePoint Price

Total Price

Admin Fee

EPEAT

Energy Star Compliant

☐ No Quarterly Sales

Quarter:

Need to match up with Green Language in RFP

Provider lists each Make / Model of equipment sold and the quantity sold of each.

Quantity Sold	Equipment/ Accessory Type	Part Number	Manufacturer	Model	Discount Eligibile	List Price	Notes
---------------	---------------------------	-------------	--------------	-------	--------------------	------------	-------

yes / no

to be taken
from category
2 cost sheet
examples:
 smart phone
 tablet
 case
 etc ...

Vendor list Service or Product in use under the NASPO ValuePoint contract, provides the quantity of users for each and the total spend for each application

[illegible]



MA176-1

Attachment L

Wireless Data, Voice and Accessories

Network Technology Questionnaire

Network Technology Questionnaire

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The following section requests a description of the characteristics of the networks that you will be using to provide the services covered by award Category 1 of this RFP. To understand the infrastructure and context in which your services will be offered, we ask that you please describe your existing networks, technologies, and plans.

1. 4G Cellular Services

Describe the current status and plans for your 4G LTE and earlier generation wireless voice/data technologies.

1. Current 4G network coverage across the U.S.

T-Mobile Response: Since 2015, T-Mobile USA, Inc. ("T-Mobile") has more than tripled our LTE coverage. We now cover more than 323 million people and we're working to increase our LTE coverage to 325 million by the end of 2018.

2. Major planned enhancements for these and earlier generation networks in light of the deployment of 5G-based services

T-Mobile Response: In April 2017, T-Mobile purchased more than \$8 billion of 600 MHz spectrum from the Federal government. T-Mobile will dedicate part of the new 600 MHz spectrum we just won to LTE and then part to 5G nationwide. T-Mobile is the first company to commit to building a nationwide 5G network. In addition to the 600 MHz band, we have 200 MHz of spectrum in the 28/39 GHz bands covering nearly 100 million people in major metropolitan areas and an impressive volume of mid-band spectrum to deploy 5G in as well. This positions T-Mobile to deliver a 5G network that offers BOTH breadth and depth nationwide. As 5G standards are defined, chipsets are

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CJ18012 Wireless Data, Voice and Accessories RFP Attachment L: Network Technology Questionnaire

delivered, and equipment comes to market, we expect to be 3GPP certified and be able deploy 5G on clean spectrum – without any re-farming dependency – which means we can light it up and roll it out quickly. We'll expect all this to begin in 2019 and target 2020 for a full nationwide rollout.

3. Voice Quality Performance Target/Guarantee:

a. Mean Opinion Score (MOS) rating for voice calls

T-Mobile Response: T-Mobile is measuring Mean Opinion Score (MOS) for Voice traffic but we do not currently report on this regularly. The primary metrics we rely on for benchmarking customer experience with voice are Dropped Call Rate and Network availability, noted in the other responses.

b. Dropped Call Percentage

T-Mobile Response: T-Mobile relies on an extensive system of network performance tools to assess network reliability and performance. Network performance statistics are monitored and noted degradations are addressed. The specific metrics are confidential, however, the network is engineered to a better than 2% call failure rate (drops, blocking, etc.).

c. What improvements do you expect with the introduction of VoLTE and Wideband Voice?

T-Mobile Response: Over 85% of our calls are carried as Voice over LTE (VoLTE) and Wideband Voice has been deployed since 2016.

4. Broadband Data Performance Expectations/Guarantees:

a. Uplink/ Downlink Data Rates (Peak, Sustained, Cell Edge)

T-Mobile Response:

4G LTE Network (On-Device):

- Download speeds: Typically between 7 – 40 Mbps, with peaks up to 90 Mbps and minimum expected speeds of less than 0.1 Mbps
- Upload speeds: Typically between 4 – 20 Mbps, with peaks up to 35 Mbps and minimum expected speeds of less than 0.1 Mbps
- Latency: Typically between 30 – 55 ms

4G LTE Network (Via Smartphone Mobile HotSpot/Tethering, for Plans Including 4G LTE Tethering):

- Download Speed: Typically between 3 – 25 Mbps, with peaks up to 90 Mbps and minimum expected speeds of less than 0.1 Mbps
- Upload Speed: Typically between 2 – 10 Mbps, with peaks up to 35 Mbps and minimum expected speeds of less than 0.1 Mbps
- Latency: Typically between 30 – 55 ms

b. Latency

T-Mobile Response: Based on analysis and projections from third-party, crowd-sourced data and subject to the factors described above and below, T-Mobile expects T-Mobile-branded customers with broadband-capable devices and qualifying service will experience the following speeds and latency on our 4G LTE network. These ranges are projections based on roughly the 25th and 75th percentiles of network tests. For speeds, peak speeds represent the 99th percentile of network speed results:

T-Mobile constantly works to improve network performance on its 4G LTE network and to pursue advanced and next-generation technologies and services. The above ranges are representative of current service plans. You may occasionally experience speeds outside the ranges included in your plan.

In recent years, T-Mobile has aggressively built out its LTE network so nearly all of our customers have regular access to LTE speeds. In those rare instances where customers are not able to receive an LTE signal, T-Mobile provides non-LTE connections (2G, 3G, and 4G HSPA+) in many areas. Non-LTE connections are used by the small percentage of our customers still using non-LTE devices or, in limited cases, when customers with LTE devices are unable to connect to the LTE network. Based on internal and crowd-sourced testing, we expect T-Mobile-branded customers with broadband-capable devices during non-LTE sessions to typically experience average download speeds of 1.5 Mbps, average upload speeds of 230 Kbps, and latency between 60 and 180 ms. The typical customer experience on T-Mobile's non-LTE network is good for streaming audio, email, and web browsing.

5. Mobile E911 Technology

a. Technology employed?

T-Mobile Response: America's national 9-1-1 calling system is designed to make sure that there is a nationwide, seamless communications infrastructure for reaching emergency services across the United States where T-Mobile has coverage + Puerto Rico. Wireless carriers and legacy phone companies must meet specific standards for 9-1-1 calling – as established by the Federal Communications Commission (FCC). T-Mobile's network handles more than 47 million 911 calls every year – that's more than 130,000 emergency calls every day. T-Mobile leads the wireless industry in advancing the use of new location technologies to improve accuracy, whether the caller is indoors or outdoors. T-Mobile was first in the industry to leverage successful commercial device-based hybrid (DBH) location solutions to improve 9-1-1 location accuracy for both iOS and Android handsets. T-Mobile can provide precise location for text-to-911 instead of just a cell sector centroid estimate provided by other carriers. T-Mobile is fully committed to establishing the National Emergency Address Database (NEAD) that will provide directly actionable 'Dispatchable Locations' for first responders – consisting of a validated civic address with supplemental information such as floor/unit number for multistory buildings. T-Mobile was the first wireless carrier to complete 'First Functional Testing' of Dispatchable Location in the FCC Indoor Test Bed. The NEAD Dispatchable Location solution is expected to become available for 9-1-1 callers during 2019.

b. Location Accuracy?

T-Mobile Response: Current FCC regulations require either Dispatchable Location or X/Y location within 50 meters (164 feet) for 50% of all wireless 9-1-1 calls. This accuracy requirement increases to 70% of all wireless 9-1-1 calls by April 2020, and to 80% by April 2021. T-Mobile is staying well ahead of these minimum accuracy benchmark requirements, as demonstrated in the Industry Indoor Test Bed, and continues to evaluate new and emerging location technologies as they become available. T-Mobile is also at the forefront of evaluating systems capable of estimating a 9-1-1 caller's vertical location in multistory buildings and will provide this additional information as required by the regulations.

c. Indoor versus outdoor accuracy?

T-Mobile Response: The state-of-the-art location solutions utilized by T-Mobile can produce highly accurate location estimates for 9-1-1 callers indoors and outdoors. Complementary location technologies like Assisted GPS and WiFi-based positioning are combined to perform well in each environment. While outdoors, wireless devices benefit from Global Positioning Satellite (GPS) technology and cell tower triangulation to assist with location accuracy. GPS and cell tower signals can be blocked or diminished by building structures, resulting in reduced location accuracy while indoors. T-Mobile has deployed support for enhanced indoor location accuracy by connecting to the National Emergency Address Database (NEAD), which can map Wi-Fi access points to street addresses that emergency responders can be dispatched to.

d. Compliance with February 2015 FCC Mandates

T-Mobile Response: T-Mobile is compliant with FCC regulations concerning provision of E911 services. T-Mobile employs a network-based technology to deliver E911. All T-Mobile voice-enabled devices are E911 capable.

e. Technology Plans/Expectations/Timeframes

T-Mobile Response: T-Mobile is geared to be a leader in Next Generation 911 (NG911). NG911 will enhance the 911 system to create more efficient, more flexible and resilient systems to keep up with technology used by the public. NG911 will enable emergency reporting via text, images, video and data. T-Mobile has been the industry leader in WiFi calling and over-the-top communications platforms, e.g., DIGITS. WiFi calling allows consumers to make 9-1-1 calls when not connected to a wireless macro network or in areas where there is no macro wireless coverage. DIGITS is an innovative platform that allows for 9-1-1 calls from devices that might not be able to make voice calls otherwise, e.g., tablets. We are also the industry leader in implementing Real-Time-Text (RTT), allowing greater access to 9-1-1, especially for the speech and hearing impaired.

T-Mobile partnered with Apple in 2015 and more recently with Google to enable device based hybrid location technology for 911 calls, which enables wireless devices to send

precise location information when 911 calls are made. This provides faster location sensing and improved location accuracy.

T-Mobile has deployed technology that allows the mapping of Wi-Fi access points and Bluetooth beacons, indoors and outdoors, to street addresses where emergency services responders can be dispatched.

2. Network Reliability, Disaster Recovery and Business Continuity

Describe your overall disaster preparedness plan, the steps you have taken to safeguard your internal and exposed assets, and the types of services and response we can anticipate in the event of an emergency or a disaster.

1. Describe your overall approach to network hardening, including physical security for exposed assets, redundant links to cell sites, and internet-initiated threats.

T-Mobile Response:

A. An Overview

Our team of certified Business Continuity professionals is responsible for documenting and developing enterprise standards, processes, and policies for all business continuity and disaster recovery needs throughout T-Mobile. This team supports business continuity planning and defines enterprise tools and methodologies. Such consistency enhances T-Mobile's overall planning and resumption efforts.

Business Continuity Plans are housed in a centralized online repository, accessible to employees in the office and remotely through a web browser. Additionally, hard copies of plans are available at multiple sites. All Engineering personnel have been trained on these highly-detailed emergency operations plans, and T-Mobile has tiered response teams providing local support needs via enterprise-wide resources.

B. A Network That's There for You

We have portable generators, cell-on-wheels ("COW"), and transport vendors on standby in every market nationwide. This allows us to quickly move generators from point-to-point in response to an emergency. Cell sites are equipped with battery back-up — plus a permanent generator or generator hook-up. In the event of a momentary or extended power failure, Mobile Switching locations have emergency backup power. They're protected by FM 200 or Pre-action Dry Fire Systems, and they also maintain spare equipment inventory for all critical network elements.

T-Mobile's Wi-Fi Calling can be extremely helpful during a disaster recovery. It leverages the protocol IP Multimedia Subsystem/Session Initiation Protocol ("IMS/SIP"), and allows full voice and data functionality when a user is connected to Wi-Fi with Internet access. This let users take advantage of Wi-Fi enabled devices and existing internet infrastructure as a backup to traditional cellular towers.

We have multiple Network Operation Centers ("NOC") for geographic separation in the event of a regional disaster. NOCs are manned 24 hours a day, 7 days a week, and 365 days a year. All service-affecting elements in the networks are either fault tolerant or fully redundant. Critical nodes, such

as Signaling Transfer Points (“STP”) and Service Control Points (“SCP”), are deployed redundantly and geographically diverse. All members of the various T-Mobile Emergency Response and Crisis Management Teams are equipped with Wireless Priority Service (“WPS”), Government Emergency Telecommunication Service (“GETS”) and Satellite phones.

C. Emergency Readiness: Government Coordination

Before, during and after a catastrophe, we coordinate with local and state officials, Homeland Security, State EOCs and the FCC. We approach coordinated response on several fronts:

- Various T-Mobile departments have established relationships with Federal, State and Local government agencies and officials to facilitate response to events in affected areas.
- Our Government Affairs team actively coordinates the Company’s response activities with the appropriate government officials.
- Our Engineering team has dedicated resources to report operational outages to the Federal Communications Commission on a regular basis.
- We participate in State and Local drills of all varieties. Drills are conducted at the market, regional, and national levels to test readiness and reinforce emergency procedures.
- We provide “Priority Network Access” to public safety officials, emergency first responders, and others in need.
- We provide cell phones and wireless service to fire and police departments.
- T-Mobile monitors evacuation efforts and routes and take steps to increase wireless capacity in those priority areas (shelters, transport hubs, arenas, etc.).

D. Additional Resources for if Disaster Strikes

T-Mobile offers a variety of support options that can provide flexibility and functionality during disasters. They include multiple messaging solutions, mobile internet and e-mail, international services, and online account management.

We’re proud of our response and flexibility with catastrophic situations — always placing our customers as our top priority. For example, we were particularly responsive during the recent hurricanes, Harvey, Irma, and Maria.

E. Tiered Support: Getting Customers the Right Help

T-Mobile has a tiered support structure for its offerings. Typically, a customer will contact Customer Care for initial assistance with all types of voice or data issues. The Customer Care representative then troubleshoots the specific issue.

Our tiered response teams provide support to local response needs via enterprise-wide resources. This helps us to maximize resource availability and reduce response time. T-Mobile owns a highly redundant, nationwide Asynchronous Transfer Mode (“ATM”) backbone, over which its services (Wi-Fi, GPRS, EDGE, 3G, 4G, and LTE) are routed. Our NOCs, Switches, and Data Centers all have redundancy systems.

If the problem is determined to be a wireless data issue, the call will be routed to our Wireless Data Group (“WDG”) for resolution. The WDG will work to resolve the problem. Should the issue require escalation to the next tiered level of Support, WDG will take ownership of the problem, and work

with the next level of support to provide a resolution in a timely manner. For network issues or Wireless Data Services for device software, WDG will bring in Level 3 Network Engineering.

2. What are your greatest challenges in terms of recovery in the event of extensive damage throughout an extended area, and how do you address them?

T-Mobile Response: The 2017 hurricane season was unrelenting, with three significant back-to-back storms pounding multiple states/islands and leaving behind tremendous devastation. 2018 is also expected to be more active than usual so T-Mobile is planning ahead and getting customers information they may need to be storm-ready.

Advance Preparations

We're always monitoring storm activity and if we see the potential for impact, we'll be ready. T-Mobile sets up an engineering command center near the expected area of impact and deploys rapid-response teams that is ready to help minimize potential interruptions to wireless service. In addition, T-Mobile's Network Operation Centers (NOCs) closely manage network traffic and coordinate response after an event, like in the aftermath of a hurricane.

In Florida and Puerto Rico, areas that are often hardest-hit by tropical storms and where Hurricanes Irma and Maria wreaked havoc last year, T-Mobile engineers have doubled the number of permanent generators and added infrastructure to hundreds of towers. Also, more vehicles are in place throughout the impacted area to enable a faster response once it's safe for engineers to make repairs.

Recovery Efforts

Even with our extensive advance preparations, service interruptions could happen, particularly if there are power outages. Once recovery efforts can begin after an event, T-Mobile deploys equipment, supplies and disaster experts to all affected areas. Emergency equipment includes portable generators, fuel trucks, Cell On Wheels (COWs), Cells on Light Trucks (CoLTS), fuel and diesel trucks and other vehicles.

3. Describe the types and amounts of back-up batteries, generators, COWs/GOATs and other deployable assets you maintain, and how long a period of disruption you anticipate in your planning.

T-Mobile Response:

Reliable, Resilient & Redundant Network

We maintain an organized, integrated, suite of disaster response and recovery plans & procedures, teams, emergency options, equipment and supplies in every geographic area in which T-Mobile provides service. T-Mobile has made significant investment into network redundancy, reliability and resiliency. For times when impacts are unavoidable, we have fleets of emergency equipment such as cell site backup generators, fuel tanks, microwave technology equipment, Cells-on-Wheels (COWs) and other equipment across the country to facilitate quick recovery. We will continue to invest at all levels to ensure service continuity & quick recovery.

Preparation & Response to a disaster event.

Before a disaster strikes the Engineering organization will:

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- Analyze storm conditions for anticipated landfall and condition
- Top off fuel and test back-up generators
- Have portable generators, Cell-On-Wheels (COWs) and Cell -On-Light-Truck, (COLTS) on standby nationwide
- Establish a command center that will mobilize teams of technicians and engineers as soon as conditions permit
- Create staging areas for incoming equipment
- Obtain security as needed to protect personnel and assets
- Have Emergency Teams on stand-by from neighboring cities
- Coordinate with local and state officials, Department of Homeland Security, FEMA, State EOCs and the FCC
- Monitor evacuation efforts and routes and take steps to increase wireless capacity in those priority areas (shelters, transport hubs, arenas, etc...)
- Maintain contracts with fueling vendors nationwide to support recovery needs within 24-48 hours

During and after the actual event, whether earthquake, hurricane or tornado, the Engineering organization will:

- Deploy portable generators and COWs
- Provide Wireless Priority Service to public safety officials, emergency first responders, and others that have subscribed
- Set-up WiFi calling and charging stations

Speed of deployment to a disaster site

Highly detailed emergency operations plans have been created and implemented nationwide and all engineering personnel have been trained. T-Mobile has tiered response teams providing support to local response needs via enterprise-wide resources. This assists us in maximizing resource availability and reducing response time.

3. 5G Cellular Services

Describe your deployment plans for 5G network coverage across the U.S.

1. Expected Role of 5G in your overall network architecture.

We would like to understand where 5G “fits” in your overall network strategy. For example, do you see 5G as:

- A wholesale upgrade for 4G LTE services in the wide area,
- A high-capacity local distribution solution for a 4G wide area network,
- Some combination of the two,
- A fixed wireless solution for business or residential Internet access,
- Something else entirely?

T-Mobile Response: Why 5G? Quite simply, 5G brings lower-latency. That means faster response-times for all your applications. But it’s about more than just speed. Like massively increased battery life. And an exponential leap in the number of connections you can handle simultaneously — unlocking all kinds of amazing new applications.

We expect to see a whole new class of applications and solutions that will be built for nationwide 5G. Ultimately, it will allow today's applications to just work better and faster. As with prior network innovations, we can't fully imagine all of the new applications that will emerge. But emerge they will.

- Imagine Augmented Reality heads-up displays that see everything you do, and provide you with real-time, cloud-driven information about the people and objects around you.
- Imagine an earpiece that provides natural language translations in real-time as a friend speaks to you at natural-speed in any language.
- Imagine never losing anything ever again because you can embed low-cost sensors with decade long battery life — then imagine how everything being trackable affects thefts!
- Imagine environmental sensors embedded in the infrastructure — mixed into the asphalt on new smart highways that intelligently route traffic, update road signs, notify road crews when repairs are required and emergency services when accidents occur!

2. Please provide the fundamental strategy you are following for deploying 5G technologies going forward.

T-Mobile Response: As 5G standards are defined, chipsets are delivered, and equipment comes to market, we expect to be 3GPP-certified and able deploy 5G on clean spectrum — without any re-farming dependency — which means we can light-it-up and roll-it-out quickly. We'll expect all this to begin in 2019 and target 2020 for a full nationwide rollout.

We may make projections and statements about the future performance of the Company, which are based on current expectations and assumptions. Please consider the risk factors included in our most recently filed Annual Report on Form 10-K that could cause our actual results to differ materially from those in the forward-looking statements.

3. Timetable and total percent of 5G coverage in each state.

T-Mobile Response: In September 2018, we have announced that we lit up 600 MHz (Band 71) Extended Range LTE in 1,254 cities and towns in 36 states, including the island of Puerto Rico. Our furiously paced deployment of 600 MHz LTE is expanding network coverage and capacity, particularly in rural areas, and lays the foundation for nationwide 5G in 2020 with 5G-ready equipment. While we cannot disclose an exact timetable and total percent of 5G coverage in each state at this time, we will be more than happy to reveal 5G coverage as it becomes available.

4. Proposed Channel Sizes (in MHz) for macro area and small cell deployments

T-Mobile Response: Aggressive deployment of 600 MHz in Q2 2018, augmenting existing low-band capabilities on 700 MHz. T-Mobile owned an average of 110 MHz of spectrum nationwide. The spectrum comprises an average of 31 MHz in the 600 MHz band, 10 MHz in the 700 MHz band, 29 MHz in the 1900 MHz PCS band and 40 MHz in the AWS band.

5. Frequency Band(s) to be used and primary applications for each.

T-Mobile Response: T-Mobile is aggressively rolling out small cells throughout the country. This technology provides high performance, high capacity, indoor and outdoor LTE coverage. It supports three standards (LTE, 3G and Wi-Fi), 10 frequency bands and up to 300 Mbps LTE with carrier aggregation. The flexibility, cost-effectiveness and performance in just a tablet-sized footprint allow us to place it closer to where our customers need it most.

6. Pricing Model: Will 5G usage be metered and priced the same rates as 4G voice and data usage or will premium pricing be applied?

T-Mobile Response: 5G usage will be priced at the same rates as 4G voice and data usage.

4. VoLTE and Wideband Cellular Voice Services

Describe your plans for Voice over LTE (VoLTE) and Wideband voice services.

1. Current level of VoLTE deployment and ongoing plans

T-Mobile Response: T-Mobile was the first carrier to launch VoLTE in the United States and the entirety of our LTE footprint supports VoLTE. VoLTE is T-Mobile's primary technology for delivering voice service to the vast majority of our Customers. As T-Mobile's LTE footprint grows, it all offers VoLTE support. T-Mobile continues to expand its capacity through the refarming of existing spectrum and implementation of new technologies including Voice over LTE ("VoLTE"), Carrier Aggregation, 4x4 MIMO, 256 Quadrature Amplitude Modulation ("QAM"), and License Assisted Access ("LAA"). VoLTE comprised 83% of total voice calls in Q2 2018, compared to 80% in Q1 2018 and up from 72% in Q2 2017. Moving voice traffic to VoLTE frees up spectrum and allows for the transition of spectrum currently used for 2G and 3G to 4G LTE. T-Mobile is leading the U.S. wireless industry in the rate of VoLTE adoption.

2. Wideband Voice (AMR-WB) Availability

T-Mobile Response: T-Mobile is on the leading edge of technology to improve the quality of voice services. T-Mobile was first to launch HD Voice (AMR-WB) in the US on its network since 2013 on its UMTS and LTE network. Additionally, T-Mobile was the first carrier in the US to support the Enhanced Voice Services (EVS) codec. The performance of this codec is superior to AMR-WB and is even utilized on the VoLTE wireless connection for all mobile to land line calls (for capable devices).

3. User device availability

T-Mobile Response: T-Mobile offers (and supports) a wide array of devices that support both the AMR-WB/HD Voice codec and the EVS codec.

4. Wideband Voice Interoperability:
 - Between Mobile Carriers
 - Mobile Carrier-to-PBX/UC Platform
(i.e. compatibility with wideband voice devices using G.722 or other wideband codecs)

T-Mobile Response:

- When on T-Mobile VoLTE and Wifi Calling:
 - EVS codec is used end to end for TMUS mobile to mobile calls
 - EVS codec is used for calls to other mobile/landline carriers (but is transcoded upon exiting T-Mobile's network)
 - T-Mobile supports AMR-WB/HD Voice (G.722.2) interoperability with:
 - AT&T is supported today
 - Verizon is planned (undergoing lab validation)
 - Sprint is under consideration
- When on T-Mobile GSM/UMTS: AMR-WB(G722.2) is supported for in network mobile to mobile calls only

5. Circuit Switched Fallback Included?

T-Mobile Response: For devices that support LTE data, but not VoLTE, T-Mobile supports circuit switch fallback to UMTS and GSM across its LTE footprint. (note: Low-band LTE (600/700MHz) capable devices on T-Mobiles network will not attach in low-band only coverage areas unless they support VoLTE)

6. Describe your overall pricing model for VoLTE services (e.g. Will wideband voice be offered at the same price as existing voice calling services?).

T-Mobile Response: VoLTE services are included in our voice rate plans at no additional charge.

7. As "voice" has essentially becomes additional "data traffic" with VoLTE, indicate the likelihood you will be offering internet-like all-data plans that support all traffic types as opposed to plans that distinguish voice, data and text services.

T-Mobile Response: T-Mobile is open to opportunity to discuss future offerings of internet-like all data plans as they become available if in our roadmap during our quarterly business review.

5. IoT Cellular Network Services

Describe what you currently have and plan to introduce in the way of network services specifically geared toward Internet of Things (IoT) applications.

1. List all IoT-Focused Transport Services (e.g. NB-IoT, LTE Cat M1, etc.) Offered and Planned

T-Mobile Response: T-Mobile is building the network of the future, today. From the NB-IoT network that launched this year to the 5G network we're primed to deploy, we've created a range of network solutions that provide coverage and reliability when and where you need it.

- 5G – We're uniquely positioned to deploy a 5G network across multiple bands.

- NB-IoT – Our national NB-IoT network provides features to extend battery life, and authenticated LTE communication.
- CAT-1 – With efficient low and high-power bands, you get significant power at a low cost.
- 4G LTE – Our network connects your devices and applications virtually everywhere you go.

2. Performance Expectations (For each service offered):

- Uplink/Downlink Data Rates (Peak, Sustained, Cell Edge)
- Maximum Transmission Range
- Expected Latency
- Frequency Band(s) Employed

T-Mobile Response: Performance of IoT is determined by both the device type (3GPP Category) and the network capability.

Technology	Frequency Bands	Data Rates	Latency	Max Range
4G LTE	B4/B66 (AWS) B2 (PCS) B12 (700) B71 (600)	America's Fastest LTE Network (both UL & DL)	America's Lowest Latency LTE Network	Full extent of LTE coverage
CAT-1	B4/B66 (AWS) B2 (PCS) B12 (700) B71 (600)	DL Up to 10Mbps UL up to 5Mbps (CAT-1 device limits)	America's Lowest Latency LTE Network	Full extent of LTE coverage
NB-IoT	B4/B66 (AWS) B2 (PCS) B12 (700) B71 (600) (2019)	DL 30kbps Peak DL 15Kbps Typical UL 30Kbps Peak UL 15kbps Typical	1-5sec typical	Full extent of LTE coverage

3. General Deployment Plans and Targeted Availability

T-Mobile Response: T-Mobile has nationwide support today for 4G LTE, LTE CAT-1, and NB-IoT. NB-IoT is planned to be extended to 600MHz in 2019.

4. General Pricing Model(s) and Alignment To Minimize Cost with Specific Application Use Cases

T-Mobile Response: T-Mobile has the most aggressive IoT pricing in the US, with service fees starting at \$6/yr/device for NB-IoT and modules starting at just \$5. Details at: <https://iot.t-mobile.com/>

6. RCS Cellular Messaging Services

Describe your current and planned deployments of Rich Communications Services (RCS) Service.

1. Planned/Deployed?

T-Mobile Response: Rich Communication Services provided enhanced messaging like group chat, videos, gifs, file and location sharing and more. T-Mobile was first to launch RCS in the US in July

2015, and now every Android device we sell comes with it. More than 30 million T-Mobile customers send over 250 million RCS messages EVERY DAY across our network.

We designed the T-Mobile LTE Network to be “Data Strong” specifically to support the next era of device-to-device collaboration. But we didn’t stop there - we’ve continued to innovate and enhance the experience for customers.

2. Extent of Coverage

T-Mobile Response: RCS services are currently available on Android devices in the same areas T-Mobile’s nationwide LTE Network covers and also when these devices are connected to Wi-Fi. Currently in the industry, Android OS is the primary platform for RCS while other OEMs and application developers have taken a proprietary route for collaboration, built for either specific devices or specific apps.

3. List of Features Offered

T-Mobile Response: T-Mobile RCS services has been at RCS ver. 6.x and features include picture messaging, Real-time session status, Advanced Messaging, and native video calling integrated with the devices’ built-in dialer. To support these features, enhanced additional storage capability (up to 10 MB) is available on each RCS session.

4. Supported devices

T-Mobile Response: RCS services is supported on all our LG, Samsung, Alcatel, Motorola, Pixel from Google, and select other T-Mobile Android devices with latest Android OS software.

5. Expectations for user adoption going forward

T-Mobile Response: T-Mobile has seen significant growth in RCS adoption and traffic since launching RCS 5.3 services 2015, and we anticipate a rapid increase (multi-basis point growth) of RCS adoption in the future. In 2018 and beyond, T-Mobile is now working with a new standard known as Universal Profile 1.0. Universal Profile 1.0 will allow for easy inter-carrier communications and greater storage capability as noted in the chart:

Features	Advanced Messaging	Universal Profile 1.0
"Is Typing" status	Yes	Yes
Read and Delivered status	Yes	Yes
File size limit	Up to 10MB	Up to 100MB
Group chat size limit	20 participants	100 participants
Group chat subject	No	Yes
Group chat icon	No	Yes
Group Administrator	No	Yes
Messaging between carrier (Carrier interoperability)	No	Yes*

***Universal Profile 1.0** support is designed to work across different wireless providers as soon as they’re ready to support it and interconnect with T-Mobile.

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7. Indoor Cellular Services

Describe your primary strategies addressing coverage problems in indoor or other difficult to service locations, and the type of support you can provide to our buyers in addressing these issues.

1. General technology approaches (e.g. DAS, small cells, indoor repeaters, VoWiFi, etc.) for different environments (Small office, large office building, campus, sports arena, etc.)

T-Mobile Response: In buildings with limited coverage, our team will be proactive with enhancing signal strength. We will request a site visit for an in-building evaluation. We will work closely with you to determine the solution and timeframe for completion of the project. We offer several options to enhance in-building coverage including, but not limited to:

- CelFi RS3 Signal Repeaters for low coverage areas
- LTE CellSpot
- Distributed Antenna System (“DAS”) deployments: A DAS network is made up of base station connected by fiber optic cable to a group of antennas placed remotely in outdoor and indoor locations. DAS networks share and receive signals with remote nodes simultaneously, creating a single large cell. DAS systems can also be shared by multiple carriers and support multiple frequencies. DAS can be scaled depending on the size of the venue and are typically deployed in spaces with a larger footprint.

T-Mobile also supports Wi-fi Calling on many of our smartphone offerings to extend our coverage. One of the best things about T-Mobile Wi-Fi Calling is that it’s so simple to use. You don’t need to activate anything or download a special app. Just connect to any available Wi-Fi network, check that Wi-Fi Calling is enabled on your Wi-Fi capable smartphone, and make a call (or send a text, email, etc.) as you normally would.

Our engineers have continued to deliver quality and user-experience enhancements through Wi-fi Calling. We have the deep technical knowledge and close partnerships with device manufacturers to deliver the Wi-Fi call quality that customers have come to expect from the Un-carrier.

Benefits of Wi-Fi Calling:

- Make calls over any open Wi-Fi network
- Avoid international roaming charges when travelling internationally
- Extend coverage in places such as basements of homes and buildings

2. Process by which states request assistance with special coverage issues.

T-Mobile Response: For any installations where inadequate coverage is identified, T-Mobile will evaluate potential coverage improvements and present options to you using the following process outline.

1. T-Mobile will visit the site to measure signal strength and note areas within the facility designated by customer as being of critical importance (command, etc.).
2. The venue and supporting data are presented to T-Mobile leadership team for approval.
3. A plan to address the venue is put together

- a. The solution will take into account the specifics of the location, such as size, building construction, etc. Site and building plans are reviewed and used to establish a design.
 - b. Solutions may include several options - from a DAS to a microcell or pico solution - taking into account the number of existing and expected users, the balance of usage (voice/data devices), and any site-specific installation or design requirements.
 4. The proposal is presented to the Customer for discussion and modified as needed.
 5. An In-Building Coverage agreement is sent to the Customer for execution.
 6. Upon execution of In-Building Coverage agreement, T-Mobile will work with the Facility Management to put together a project plan, including drawings, access, timelines, and any other issues identified that may impact the construction process.
 - a. Locations may require additional Site-License or Lease negotiations, zoning permits, etc. that may impact the installation timeline.
 7. Equipment is installed, tested, and brought on-air.
3. Availability of guidance regarding suitability of specific solutions to particular applications, known tradeoffs, regulatory issues (e.g. retransmission rights), and potential interference with existing Wi-Fi or other unlicensed networks in operation.

T-Mobile Response: T-Mobile recognizes that State and Municipal properties may have limitations and requirements before RF modification or new structures are designed. Modern Cellular communications improvements will be designed with the requesting organization's needs, and with the facilities distinct architectural and regulatory framework in mind.

4. Special support services regarding coverage problems that will be available to NASPO ValuePoint users under this contract

T-Mobile Response: Highly-trained US-wide engineers are tasked and equipped with coverage analysis tools to correctly identify areas of greatest need and use this information to build custom solutions designed to provide an optimum coverage experience.

8. Cellular Services on Unlicensed Bands

Describe your overall plans for use of unlicensed frequency bands in providing your service, and how you intend to handle problems arising from customer private networks that are also using those channels.

1. Frequency bands being considered

T-Mobile Response: T-Mobile has already been rapidly deploying License-Assisted Access (LAA) in the 5.0 GHz spectrum. This is in addition to Carrier Aggregation capability across the 4 LTE frequencies T-Mobile provides service in today.

2. Planned applications for each band (e.g. Macro network, small cells, VoWiFi, etc.)

T-Mobile Response: T-Mobile has rapidly deployed License-Assisted Access for LTE-U and in over 300 cities in the US, leveraging both Small cells and conventional Mobile infrastructure

UL Frequency Band	Current use	Future plans
LTE-U Unlicensed (20 MHz in the 5.0 GHz range)	LAA/ LTE-U	LAA & all technologies

3. What level of problems do you anticipate regarding interference problems created through your use of unlicensed channels that might be occupied by WLANs or other private wireless systems?

T-Mobile Response: T-Mobile anticipates limited to no interference on Unlicensed LTE-U and LAA capability generally. LAA was developed cooperatively with the 3GPP specifically to address concerns about interference. This because LAA has the prioritization function to minimize interference with other traffic in shared spectrum space. Source: [FierceWireless 2/12/2018](#)

4. How will users buying under this contract be notified that a system using unlicensed frequencies will be deployed in their facility and what steps will you be taking to ensure against interference with existing networks using those same unlicensed bands (e.g. Wi-Fi, Other 2.4 G/5GHz deployments)

T-Mobile Response: Our current strategy for LAA and LTE-U is to deploy with small cells primarily. This means, just as with larger cell sites, agreements for fixtures and leasing where necessary are negotiated and access to network access is available. T-Mobile will communicate directly with organizations whose coverage requirement include use of Unlicensed spectrum.

9. Use of Wi-Fi in Cellular Services

Describe how you use Voice/Data/Text over Wi-Fi, the nature of the Wi-Fi services you would use, how the decision is made to use Wi-Fi versus cellular, and the impact Wi-Fi use will have on billable traffic.

1. Do you offload traffic onto Wi-Fi Networks?

T-Mobile Response: Unless the device is connected to a Wi-Fi AP, all data goes through T-Mobile's network. The users must either manually connect their phone to an AP or save the Wi-Fi AP to automatically connect when the AP is in range.

2. Indicate the approximate percentage of Wi-Fi usage for your total wireless network traffic over the following types of Wi-Fi networks:

T-Mobile Response:

- Wi-Fi Networks built and maintained by you-	Voice	0%	Data	0%
- Wi-Fi Networks from certified 3rd Party Providers (e.g. Boingo, Cable Companies, etc.)	Voice	N/A%	Data	N/A %
- Customer Wi-Fi Networks	Voice	N/A %	Data	N/A %
- Any open and available Wi-Fi network	Voice	N/A %	Data	N/A %

REDACTED VERSION

CJ18012 Wireless Data, Voice and Accessories RFP Attachment L: Network Technology Questionnaire

3. How is the service choice made to use cellular versus Wi-Fi, and which Wi-Fi network to choose if there are multiple options available?

T-Mobile Response: The selection criteria for using Wi-Fi-preferred or Cellular preferred connectivity varies by device and organization IT policy. For example, the factory settings on Apple devices with iOS 12 default to cellular-preferred in the United States but may prefer Wi-Fi overseas depending on Enterprise permissions and mobile rate plan.

4. Are any of the following traffic types sent over Wi-Fi charged against the user's service plan?
 - Voice?
 - Data?
 - Text (SMS/MMS)?

T-Mobile Response:

- Voice? No
- Data? No per-unit charge, but draws against monthly usage depending on service plan.
- Text (SMS/MMS)? No.

10. Public Safety Wireless Priority Service (WPS) - For Bidders Offering Public Safety Services

Describe your ability to provide Wireless Priority Service (WPS) voice services for State employees with critical job duties and responsibility for responding to disaster/emergency events.

1. Describe the general mechanism by which the network will prioritize WPS user calls (e.g. Will public network voice calls in progress be terminated to allow WPS calls to be connected?)

T-Mobile Response: T-Mobile is a Wireless Priority Service ("WPS") provider, a program managed via the Department of Homeland Security ("DHS"). T-Mobile follows all DHS guidelines for granting WPS access to qualified lines of service. Access to WPS is vetted and approved outside of T-Mobile by DHS and a subcontractor, General Dynamics Information Technology ("GDIT") in collaboration with the NASPO's official Point of Contact. Once a user's line is approved, GDIT sends the approval for the appropriate WPS SOC to be added to the user's line. This process and the T-Mobile WPS service is similar to WPS from all other WPS carriers. T-Mobile is in the final stages of an enhancement to WPS service that enables it to work over T-Mobile's VoLTE service.

While there are priority management rules for WPS, there are no circumstances where public network voice calls would be terminated in favor of other call types including WPS. Any WPS subscriber who places a WPS call will be admitted with priority over non WPS subscribers. Per FCC rules for all WPS providers, no public network voice call will be terminated. In the T-Mobile network resources required for voice call are never observed congested to the level when public call termination will be required.

2. Can public safety officials disable calling for the general public to ensure WPS access for first responders?

T-Mobile Response: Disablement of general public calling is not possible as WPS is structured today under DHS definitions. T-Mobile does have the capability to automatically bar access by regular users in congested cell site situations, including those situations which may arise during emergency response situations. In the case of congestion T-Mobile network will automatically reduce load from public by temporary barring cells.

It is important to note that during the 2017 Hurricane season Operational reporting revealed that no T-Mobile site's radio resources ever became congested for voice bearers to the point where triggering a ban of general users was necessary.

3. What happens when a base station or other network element becomes overloaded with WPS calls?

T-Mobile Response: Priority will be given to WPS callers based on Priority Level. T-Mobile network is over dimensioned to the level when total WPS usage is just a very small percentage of capacity.

4. Define the range of devices supported.

T-Mobile Response: WPS rules are supported on phone/devices using any and all T-Mobile frequencies today.

5. Does the service operate on 2G, VoLTE, or both?

T-Mobile Response: WPS rules are supported on all T-Mobile RAN technologies including 2G, 3G/UMTS (still available on T-Mobile) and VoLTE.

6. Do you provide enhanced reporting to public safety agencies regarding WPS availability, dropped calls, performance, etc.

T-Mobile Response: Government organizations under NASPO may obtain this type of reporting upon request.

7. Describe the type of back-up and recovery measures that are included as part of WPS.

T-Mobile Response: With VoLTE as the primary access, Circuit-switched voice on 3G/UMTS and 2G is available in back-up situations. T-Mobile offers this backup to Public Safety organizations "on the fly". Meaning, no user intervention or device settings need to be modified to have calls access the circuit-switched technologies on T-Mobile.

8. Do you have the ability to augment coverage/capacity with deployable assets during events/disasters?

T-Mobile Response: T-Mobile regularly deploys COWs/ CoLTs and other mobile coverage assets in cases when circumstances and planned/unplanned events require additional cellular coverage capacity on short notice.

9. Detail levels of user priority defined and procedures required in applying for and initiating WPS for a user.

T-Mobile Response: WPS is not defined by the US mobile carriers. We support all 5 levels defined registration is done through DHS. T-Mobile follows DHS procedure by providing bulk enrollment process as well as user initiation. DHS dictates the levels of priority and assigns the priority during application for WPS to be provisioned to an individual line of service. Any DHS approved organization has an assigned Point of Contact (POC) at that organization. The POC is responsible for ensuring the subscriber applying for WPS is eligible prior to submitting to DHS. DHS confirms or denies the submission, and if in the case of approval sends that approval to the wireless carrier to provision the line of service with WPS.

10. Confirm your ability to activate equipment and WPS within 24 hours after request in the event of a State of Disaster/Emergency.

T-Mobile Response: End-users already enrolled in WPS, can get expedited (2-4 hours) service activated on a new or secondary device. The intervals for new users or new accounts is dependent on DHS operations to fulfill. T-Mobile's will work with any DHS approved agency to expedite the activation and provision WPS during an event such as this.

11. National Broadband Public Safety Networks (NPSBNs) - For Bidders Offering Public Safety Services

Describe your plans for deploying FirstNet or FirstNet-like (i.e. National Broadband Public Safety Network) solutions for providing priority data and video service to State employees with critical job duties and responsibility for responding to disaster/emergency events.

Describe your plans for deploying FirstNet or FirstNet-like (i.e. National Broadband Public Safety Network) solutions for providing priority data and video service to State employees with critical job duties and responsibility for responding to disaster/emergency events.

Service Overview

1. Will the priority NPSBN service operate over a fully separate radio access (RAN) and evolved packet core (EPC) network, and if not, what elements will be shared with the public wireless network. Are those plans expected to change in the foreseeable future?

T-Mobile Response: Please see Protected Business Confidential version.

2. In shared network elements, describe the specific mechanisms by which public safety traffic will be prioritized over other public network traffic in both wireless and wired portions of the network.

T-Mobile Response: Please see Protected Business Confidential version.

3. Describe the range of capabilities available to support Quality of Service (QoS) for different classes of public safety traffic (e.g. voice, video, PTT/MCPTT, priority data, best effort data, background data, etc.), and what modifications would be required on end user devices or servers to mark traffic so that it would be assigned to the correct QoS priority level.

T-Mobile Response: Please see Protected Business Confidential version.

4. What radio frequency band(s) will your public safety service be operating on? Are there plans to change or expand that list?

T-Mobile Response: Please see Protected Business Confidential version.

5. At any point do you plan to offer a physically separate public safety RAN (please provide your definition of “physically separate”) using Band 14, and will public safety officials have the ability to preempt access to those radio network resources from the general public in the event of an emergency or disaster?

T-Mobile Response: Please see Protected Business Confidential version.

6. Describe the availability of compatible end devices for your public safety services and identify any potential changes to your network offering (e.g. migration to Band 14) that would require device upgrades, and the scale of those upgrades (e.g. New SIM, Other hardware update, device replacement, etc.).

T-Mobile Response: Please see Protected Business Confidential version.

7. Does this page from the FirstNet Web Site <https://www.firstnet.com/devices> represent the complete list of FirstNet Certified Compatible devices?

T-Mobile Response: Please see Protected Business Confidential version.

8. Describe what happens when all public network traffic has been preempted and the network becomes overloaded with public safety traffic.

T-Mobile Response: Please see Protected Business Confidential version.

Service Offerings and Performance Guarantees/Expectations

9. Voice Telephony: What are you plans, timetables and proposed technologies to offer wireless voice telephony services on your public safety network, and will it be carried with appropriate QoS?

T-Mobile Response: Please see Protected Business Confidential version.

10. Video: What are you plans, timetables and proposed technologies to offer wireless video services on your public safety network, and will it be carried with appropriate QoS? As video calls may be originated from a laptop, how will the user signal to the network that this is a video call so that appropriate QoS handling can be applied?

T-Mobile Response: Please see Protected Business Confidential version.

11. Broadband Data Performance Expectation/Guarantee:
- How many levels of priority data services (e.g. Critical, High Priority, Best Effort, Background Data, etc.) will be offered, and how will user devices signal to the network the QoS level that should be applied to each session?
 - Uplink/Downlink Data Rates (Peak, Sustained, Cell Edge) and Latency for each QoS level supported.
 - Impact on network performance in Network Overload Conditions

T-Mobile Response: Please see Protected Business Confidential version.

12. Text: Describe the text capability that will be offered with your NPSBN, specify if it is separate from the public SMS/MMS service, the typical and maximum message delivery delay, and any particular features it provides for public safety users.

T-Mobile Response: Please see Protected Business Confidential version.

13. PTT: Describe the capabilities of your current push-to-talk (PTT) service including interface to existing LMR systems.

T-Mobile Response: Please see Protected Business Confidential version.

14. MCPTT: Describe you plan and timetable for introducing Mission Critical PTT (MCPTT) services:
- Overall plans and timetables
 - Additional features to be provided with MCPTT
 - Availability of direct peer-to-peer wireless device connectivity.
 - Ability of MCPTT devices to continue to operate on a direct peer-to-peer basis if the cellular base station is disabled.
 - Please describe what functions or capabilities would be lost in the event that the service cell site becomes inoperable.

T-Mobile Response: Please see Protected Business Confidential version.

Service Level Agreements

15. Is there a specific, defined SLA for public safety customers? If so, please describe in detail.

T-Mobile Response: Please see Protected Business Confidential version.

Interoperability

16. Describe the level of interoperability between your solution and other cellular-based NPSBNs, FirstNet or other, for:

a) Voice Telephony (When Offered): Will public safety priority and QoS traffic classes be maintained for calls passing between different carriers' networks?

T-Mobile Response: Please see Protected Business Confidential version.

b) Video Service: Will public safety priority and QoS traffic classes be maintained for video connections passing between different carriers' networks?

T-Mobile Response: Please see Protected Business Confidential version.

c) Broadband Data: Describe how public safety priority and QoS traffic classes will be maintained for traffic passing between different carriers' networks?

T-Mobile Response: Please see Protected Business Confidential version.

d) Text: Will NPSBN text services interoperate with users on other NPSBNs, and what other text services (e.g. SMS/MMS/RCS, Apple Messages, WhatsApp, etc.) can it exchange messages with.

T-Mobile Response: Please see Protected Business Confidential version.

e) PTT: Describe interoperability between PTT users served on different carriers' networks, including stations that are in the same broadcast group.

T-Mobile Response: Please see Protected Business Confidential version..

f) MCPTT: Describe interoperability between MCPTT users served on different carriers' services, including stations that are:

- o Communicating through their cellular base station
- o Communicating directly with one another (through Proximity Services)
- o In the same broadcast group.

T-Mobile Response: Please see Protected Business Confidential version.

Network Management and Control

17. Does the vendor support a separate 'Portal' for public safety users?

T-Mobile Response: Please see Protected Business Confidential version.

18. Does the vendor provide the ability for public safety customers to monitor network performance in real-time and a mechanism to communicate directly with network operations personnel during times of crisis?

T-Mobile Response: Please see Protected Business Confidential version.

19. Will government agencies have the ability to totally preempt public network voice/data/text traffic on shared elements in extreme circumstances to ensure public safety users maintain network availability at all times?

T-Mobile Response: Please see Protected Business Confidential version.

Security, Reliability and Hardening Measures

20. Describe the security measures and standards employed for both traffic and control messages on both wired and wireless portions of the network.

T-Mobile Response: Please see Protected Business Confidential version.

21. Describe the overall network hardening for public safety services, and approach to meeting NPSTC public safety grade standards. Including but not limited to: battery backup, backup generator, redundant backhaul, etc.

T-Mobile Response: Please see Protected Business Confidential version.

22. Does the vendor have the ability to augment coverage/capacity with deployable assets during events/disasters?

T-Mobile Response: Please see Protected Business Confidential version.

23. How would public safety or other government agency requests for those deployable assets be prioritized over public network services in an emergency or disaster situation?

T-Mobile Response: Please see Protected Business Confidential version.

24. Does the vendor support local agencies purchasing their own cellular equipment to 'turn up' additional capacity when/where needed.

T-Mobile Response: Please see Protected Business Confidential version.

User Classification, Authorization and Onboarding

25. Detail classes of user priority defined and procedures required in applying for and initiating public safety priority service for a user as well as the mechanism for device provisioning and management in both day-to-day operations and during critical incidents.

T-Mobile Response: Please see Protected Business Confidential version.

26. Describe the process for a user to use his/her personal mobile device to access the public safety network services if required.

T-Mobile Response: Please see Protected Business Confidential version.

27. Confirm your ability to activate equipment and priority data/video services within 24 hours after request in the event of a State of Disaster/Emergency.

T-Mobile Response: Please see Protected Business Confidential version.



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

DATE: _____

ATTN: Chris Jennings
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement # (the "Contract") with _____ ("Contractor")

Dear Mr. Jennings:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: _____ Verify Log is attached

PRODUCTS:

PRODUCT OVERVIEW:

Provide a summary of the product you are requesting to add. Attach any product brief to this document.

Describe how the product falls with the Scope of the Master Agreement:

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

NASPO ValuePoint

BY: _____

NAME: _____

TITLE: _____

DATE: _____

[illegible]



MA176-1

Attachment S

Wireless Data, Voice and Accessories

Security Disclosure Statement

- A. Purchasing entities are concerned about the security and privacy of information and data related to the performance of this contract. The type of data and information transmitted, stored and processed by the products and services will vary based on the purchasing entities requirements. As a result, it is not possible to establish a single set of security requirements all products and services awarded under this contract must meet. Each purchasing entity purchasing from this contract will determine which products and services have the appropriate cyber security and data controls in place to meet their specific needs. To assist public entities each offeror must submit a Security Disclosure Statement with their proposal.
- B. To qualify for any award under this contract, the Offeror must submit a Security Disclosure Statement addressing all of the elements listed below.
 - i. In responding, Offeror must address not only the security mechanisms used by the bidder and its direct subsidiaries, but any partners, subcontractors or other 3rd parties who would be involved in implementing, operating, or in any way coming into contact with the service
 - ii. Offeror must represent and warrant the accuracy and currency of the information on the completed statement. Offerors are encouraged to complete and submit both exhibits to Attachment D to their proposal.
- C. Security Disclosure Statement information required. Offeror shall describe all policies, procedures, measures, methods, certifications and standards the offered product and/or service has in place to protect the purchasing entities security and privacy of information and data involved in the performance of this contract for each numbered statement below. Description responses shall also include;
 - i. If for the specific product or service offered, the numbered security statement is not appropriate because it does not as a matter of accepted

security practice related to the product or service offered, the offeror shall indicate in a statement that it is not applicable and briefly explain why.

- ii. If the specific product or service offered does not comply with the the numbered statement, the offer shall indicate, “does not comply.”
 - 1) Methods and measures taken to hold, protect, and dispose of data during and following completion of any contract services. Include how access to a Purchasing Entity’s user accounts or data will not be allowed, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.
 - 2) Security measures to secure and protect the confidentiality of information and data that is obtained, created, stored, transmitted, processed or otherwise held or managed by the product or service during the performance of all work related to performance of this contract. Include all data confidentiality standards and practices that prevent the exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data.
 - 3) Data encryption methods and standards in place to encrypt data at rest and in transit. This includes but is not limited to, encryption standards employed to protect data in transit over either wired or wireless (e.g. cellular, Wi-Fi, or other), and how that might change over the life of the contract.
 - 4) Measures to protect Information about the cost, type, quantity and location of state communications facilities, system assets, plans, procedures, contract information, billing information and other information identified as sensitive by the purchasing entity related to the performance of all work under this contract.
 - 5) Risk and policy management and enforcement measures in place to protect the security of physical assets and information.
 - 6) How distributed access is controlled and managed across IT assets, including data, applications, networks and platforms within the solution.
 - 7) Security management in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.
 - 8) Describe the logging process including:
 - a. The types of services and devices logged,
 - b. The event types logged, and
 - c. The information fields will be made available to the authorized Purchasing Entity if requested in their PA after award of the master agreement.
 - 9) Security Technical Reference Architectures are in place regarding Offerors employees who have access to sensitive data.

- 11) An itemized list of all cyber security standards and, security certifications in place that the products and service offered comply with to ensure appropriate controls and data confidentiality are in place, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800- 171, FIPS 200 and FedRAMP (Moderate, High) if they apply. Include detailed response on how security standards and certifications will be maintained and updated to meet best practices for maintenance and operations.
- 12) A detailed list of all third-party attestations, security credentials and certifications, and reports relating to data security, integrity, and other controls in place.
- 13) NIST Cybersecurity Framework, April 16, 2018, Version 1.1
<https://doi.org/10.6028/NIST.CSWP.04162018>: Describe how the offeror is prepared to utilize the NIST Cybersecurity Framework for Turnkey Internet of Things, Other Turnkey Wireless, Applications and Services (Category 3) and Wireless Transport Options (Category 4) as may be implemented by the Purchasing Entity, which may include, but is not limited to:
 - a. Convey the purchasing entities' cyber security requirements,
 - b. Identify Functions, Categories, Subcategories, and Informative References that describe specific cybersecurity activities will provide in the Offerors's system, products or services under contract with the Purchasing Entity,
 - c. Communicate cyber security requirements through Cyber Supply Chain Risk Management (SCRM), and
 - d. Other cybersecurity risk management activities of Offeror's system, products or services under contract with the purchasing entity.
- 14) NIST Cybersecurity Framework, Table 2 Framework Core: For each subcategory of the all 15 Categories of the NIST Cybersecurity Framework, list the specific standards and certifications, the products or services offered comply with at the time or your proposal. Categories Include:
 - a. Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.
 - b. Business Environment (ID.BE): The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.
 - c. Governance (ID.GV): The policies, procedures, and processes to

manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.

- d. Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.
- e. Risk Management Strategy (ID.RM): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.
- f. Supply Chain Risk Management (ID.SC): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.
- g. Identity Management, Authentication and Access Control (PR.AC): Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.
- h. Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity related duties and responsibilities consistent with related policies, procedures, and agreements.
- i. Data Security (PR.DS): Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.
- j. Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.
- k. Maintenance (PR.MA): Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.
- l. Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.
- m. Anomalies and Events (DE.AE): Anomalous activity is detected and

the potential impact of events is understood.

- n. Security Continuous Monitoring (DE.CM): The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.
 - o. Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.
 - p. Response Planning (RS.RP): Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.
 - q. Communications (RS.CO): Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).
 - r. Analysis (RS.AN): Analysis is conducted to ensure effective response and support recovery activities.
 - s. Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.
 - t. Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.
 - u. Recovery Planning (RC.RP): Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.
 - v. Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.
 - w. Communications (RC.CO): Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).
- 15) Data Breach/Incident policies and procedures regarding notification to both the purchasing entity of a security incident and/or data breach, as defined in this RFP, and the mitigation of such a breach. Include how proposer will work with Purchasing Entities before, during, and after a Security Incident and a Data Breach. Include information such as:
- a. Personnel who will be involved at various stages, include detail on how the Contract Manager will be involved;
 - b. Response times;
 - c. Incident levels;
 - d. Processes and timelines;
 - e. Methods of communication and assistance; and
 - f. Other information vital to understanding the service you provide.

Provider should take into consideration that Purchasing Entities may have different

notification requirements based on applicable laws and the categorization type of the data being processed or stored.

16) Method for compliance with all applicable laws related to data privacy and security including state Security Breach Notification Laws dealing with personally identifiable information (PII). Describe any legal obligations related to security the offeror will meet over the life of the contract and describe how offeror will report changes to these obligations to the public entity.

D. Any Turnkey Internet of Things, Other Turnkey Wireless system that incorporates SaaS, IaaS or PaaS or other cloud computing element shall complete, provide, and maintain a completed CSA STAR Registry Self-Assessment for that element. 2 < https://cloudsecurityalliance.org/star/self-assessment/#_overview . Offeror must either submit a completed Consensus Assessments Initiative Questionnaire (CAIQ), or submit a report documenting compliance with Cloud Controls Matrix (CCM) that the CAIQ is based on for the element that cloud based.

T-Mobile Security Disclosure Statement:

As a partner in the DHS National Critical Infrastructure Communications Sector, T-Mobile is required to maintain high standards of security compliance, the details of which are not publicly disclosed for purposes of national security.

T-Mobile can provide a general statement of compliance for the required numbered security statements, and may be able to respond with further detail under special conditions.

As a general statement, T-Mobile is compliant with the current version of the NIST Cybersecurity Framework as further described below:

T-Mobile follows best practice security standards and guidelines in alignment with the NIST Cyber Security Framework, which specifies the following functional domains including 1) Identification, 2) Protection, 3) Detection, 4) Response, and 5) Recovery. Additionally, ISO 27001:2013 Information Security Management System and other applicable industry recognized frameworks are utilized.

T-Mobile has multiple physical and environmental policies and programs in place. Due to their sensitive nature, T-Mobile can not divulge all of our security methods and practices, but an example of some of the security measures are listed below:

- Cell Sites: Exterior fence with lock; building doors with locks; doors alarmed
- Switch Sites: Building doors with locks / require card-key access
- Data Centers: Building doors with locks / require card-key access; video surveillance systems. All visitors are required to sign in and out of T-Mobile locations and to wear Visitor badges requiring escorts.

Due to their sensitive nature, we can't divulge all of our security methods and practices. However, we can disclose the following:

- T-Mobile requires up-to-date anti-virus software installed on all corporate computers and configured to scan them. This software cannot be disabled by the end user. Data is stored in an encrypted format on all computers. T-Mobile servers are backed-up on a regular basis, including storing encrypted data in off-site locations. Data backup intervals vary. Devices processed by our Business Operations groups are always flashed and wiped. This includes devices returned to the distribution centers within our warranty period. Corporate devices are built according to a standard security configuration.
- T-Mobile has a formalized and documented Change Management policy. Changes are formally documented and requests are reviewed by the Change Control Board to ensure they meet business needs, are technically correct, and won't adversely affect services. Only changes approved by the Change Control Board are permitted (with the exception of changes required to remedy a service outage). Managers responsible for the system operations monitor those systems for unauthorized changes to their environment. Configuration management policy states that all proposed configuration changes must be because of a business need; be verified in the lab environment; and follow Change Management procedures for introduction

- into the production networks.
- All network traffic is monitored. We have network intrusion detection systems and monitoring capability in place with corresponding Incident Response Procedure that specifies actions to take upon notification of a security event. Our vulnerability scanning system is integrated within the Engineering networks with twice-monthly scanning done. If vulnerabilities are found, they are reported to the appropriate system owners. To ensure vulnerabilities have been addressed, follow-up testing is conducted.
- T-Mobile requires segregation of duties, which includes prohibiting individuals from approving their own access and requiring management-level approval of all access, as well as reviewing and validating access requests. T-Mobile has a formal wireless access policy mandating a standardized secure level of authentication and encryption.



MA176-1
Wireless Data, Voice, and Accessories
Attachment V
Category 3 Subcategory Definitions

Item	Application	Definition
A	Fleet Management	Allows the management of tasks associated with managing a fleet of vehicles through the use of telematics or remote sensing devices.
C	Mobile Integration/Mobile Substitution Solutions	<p>Network-based solutions that allow the integration of a user's mobile device and a desk phone, and provide a number of other business-oriented features.</p> <p>As a minimum, solutions meeting this criteria will provide:</p> <ul style="list-style-type: none">• Single Number Reach or the ability for a user to be reached at a single business telephone number.• Calls to that single telephone number would ring at both the user's desk phone or mobile device either through simultaneous and/or sequential ringing.• Single Voicemail Box for calls to that single business number.



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Attachment W

Wireless Data, Voice and Accessories

Offeror Submission Sheet

Offeror Name: _____T-Mobile_____

Category (subcategory)	Yes	No	Regional Award?
Category 1: Wireless Voice and Data	×		N/A
Category 2: Wireless Accessories and Equipment	×		N/A
Category 3: Turnkey Wireless Solutions (Check this if any subcategories below)			
Category 3: Subcategory A: Fleet Management	×		
Category 3: Subcategory C: Mobile Integration/Mobile Substitution Solutions	×		