

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Wireless Data, Voice, and Accessories
Administered by the State of Utah (hereinafter "Lead State")

NASPO MASTER AGREEMENT
Master Agreement No: MA176
T-Mobile USA, Inc.
(hereinafter "Contractor")
And
Commonwealth of Kentucky
(hereinafter "Participating State")
MA 758 2100000437

This Participating Addendum Commonwealth Master Agreement ("PA" or "Participating Addendum") is made this 1st day of January, 2021 (the "PA Effective Date"), between the Commonwealth of Kentucky ("Customer") and T-Mobile USA, Inc. ("Contractor").

1. **Scope:** T-Mobile USA, Inc. ("Contractor") and the State of Utah, for itself and on behalf of the NASPO ValuePoint ("NASPO ValuePoint" and/or "Customer"), have entered into a NASPO Master Agreement #MA176 with an effective date of July 01, 2019, which together with any and all amendments and/or addenda thereto constitute the "Master Agreement". This Participating Addendum applies to the purchase and use of awarded categories:

1. Category 1: Cellular Wireless Services
2. Category 2: Equipment and Accessories - This EXCLUDES tablets and stand-alone video cameras

All capitalized terms not defined in this Participating Addendum will have the same meaning provided in the NASPO Master Agreement.

Authorized Participating Entities: The Commonwealth hereby designates **Non-Executive Branch Agencies** as the ONLY authorized Participating Entity(ies) under this Participating Addendum. Non-Executive Branch agencies include the following: the Legislative and Judicial Branches of government and political subdivisions to include public safety institutions, public schools and institutions of higher education.

Executive Branch State Agencies are only permitted to use this PA if an approval is granted by the Commonwealth's Office of Technology (COT). If the Contractor enters into an agreement with an Executive Branch State Agency that has not been granted approval as indicated above, the Commonwealth reserves the right to terminate this PA in its entirety.

If authorized entities (Non-Executive Branch Agencies and approved Executive Branch Agencies) possess an existing V/S telephone, the Contractor shall transition the existing telephone and maintain the same number.

Discount: Contractor will offer employees of eligible entities the T-Mobile Perks programs. These offers may include percentage, one-time, or other offers. For the most current information and offers, employees should visit: www.T-Mobile.com/Perks. These offers are subject to change at Contractor's discretion.

Upgrade: The Contractor shall allow for an upgrade every twenty-four (24) months, at no charge, for government liable lines in service that offer a device subsidy. Lower cost plans that do not offer a device subsidy require “Bring Your Own Device” (or “BYOD”) or outright purchase of a device.

Activation/Suspension Fees: The Commonwealth shall not be charged an activation or suspension fee for government liable lines. Provided however, suspension requests for government liable lines will only be eligible for a total of sixty (60) days per year subject to Contractor VP-level management approval.

New Technology: Any new equipment that is commercially available and approved for use on the T-Mobile network shall be available for the Commonwealth to procure immediately.

Reporting and Administrative Fees: The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor’s unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of the State Treasurer for the amount equal to one half of one percent (.5%) of the net sales (less any returns, credits, or adjustments) under this PA for the quarter period. Administrative fees shall be paid within thirty (30) calendar days after the close of the quarter period. Quarterly Sales Reports are to be emailed to Holly McDonald, Commonwealth Buyer, at holly.mcdonald@ky.gov and Administrative Fees checks are to include reference to the Commonwealth Master Agreement number and mailed to the address below:

Office of Procurement Services
ATTN: Holly McDonald
Capitol Annex, Rm 095
702 Capital Ave.
Frankfort, KY 40601

2. **Participation:** This PA may be used by all approved state agencies as indicated in Section 1. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. **Purchase Order Instructions:** All Purchase Orders issued by Purchasing Entities under this Participating Addendum shall include a reference to this Participating Addendum Commonwealth Master Agreement number MA 758 2100000437 and the NASPO Master Agreement, number MA176. The terms and conditions of this PA or the NASPO Contract #MA176 will not be modified or superseded by any terms and conditions in a 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 this PA.

4. **Individual Customer:** Except to the extent modified by this Participating Addendum, the Participating Entity and each Purchasing Entity will be responsible for compliance with the terms and conditions of the NASPO Master Agreement, and will have the same rights and responsibilities for their purchases as the Lead State has in the NASPO Master Agreement, including the same rights to any indemnity or to recover any costs. Each Purchasing Entity will be responsible for its own taxes, charges, fees, and liabilities. The Contractor will apply the charges to each Purchasing Entity individually.

All Participating Entities and Purchasing Entities agree to the terms and conditions of the NASPO Master Agreement (except to the extent modified by this Participating Addendum) including the disclosure of limited account information as
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part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the NASPO Master Agreement and this Participating Addendum, and calculating the administrative fees.

5. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	David Bezzant
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Email:	David.Bezzant@T-Mobile.com

Participating Entity

Name:	Holly McDonald, Commonwealth Buyer, Finance and Administration Cabinet
Street Address:	702 Capital Ave., Capitol Annex, Rm 095
City, State, Zip:	Frankfort, KY 40601
Telephone:	502-564-6523
Email:	holly.mcdonald@ky.gov

6. **Order of Precedence:** Notwithstanding the Order of Precedence set forth in the Master Agreement, the Parties Acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA; (b) the NASPO Master Agreement; and (c) any valid Purchase Order issued in connection with this Participating Addendum.

7. **Governing Law:** This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

8. **Entire Agreement:** This Participating Addendum, and the NASPO Master Agreement (number MA176 administered by the State of Utah) together with its exhibits, set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersedes any and all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NASPO Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO Master Agreement and its exhibits, by any subsequent purchase order or otherwise (except by duly-executed written amendment), and any such attempts to add or incorporate such terms and conditions are hereby rejected and shall be deemed null and void.

9. [Intentionally Omitted].

10. **T-Mobile and Sprint Merger:** Pursuant to Amendment No. 2 of Master Agreement No. MA176, upon execution of this PA, the parties agree that the terms of any existing Participating Addendum(s) under either: 1) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Contractor ("T-Mobile NASPO 1907 Agreement"); or 2) the

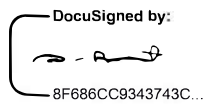
NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Sprint Solutions, Inc., ("Sprint NASPO 1907 Agreement") will be governed under the terms of this PA and Master Agreement No. MA176. Contractor and the Participating Entity agree that this PA will supersede and replace any existing Participating Addendum(s) under either T-Mobile NASPO 1907 Agreement or Sprint NASPO 1907 Agreement ("Existing 1907 Participating Addendums") as of the PA Effective Date, subject to the terms herein. The Existing 1907 Participating Addendums will be terminated in their entirety as of the PA Effective Date.

11. Technology Evolution:

- 11.1 In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its Services, Products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the PA to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection 11.2 below, to: (a) migrate Participating Entity to a replacement technology; or (b) discontinue any Service, Product, network standard, or technology without either party being in breach of the PA or incurring early termination liability relating to the discontinuance of the affected Service, Product, network standard, or technology.
- 11.2 If T-Mobile takes any action set forth in subsection 11.1 above, T-Mobile will provide no less than 60 days' advance notice reasonably designed to inform Participating Entity (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (a) listed in the PA for Participating Entity, (b) T-Mobile uses for billing, or (c) set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

The undersigned represents and warrants that he/she has the power and authority to execute this Participating Addendum, bind the respective Participating Entity, and that the execution and performance of this Participating Addendum has been duly authorized by all necessary Parties.

The Parties have executed this Participating Addendum as of the date of final execution below.

Participating Entity: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: T-Mobile USA, Inc.
Signature: 	Signature:  8F686CC9343743C...
Printed Name: Jim Barnhart	Printed Name: David Bezzant
Title: Deputy CIO	Title: Vice President
Date: 12-29-20	Date: 12/22/2020

[Additional signatures required by the Participating Entity and Contractor]

Participating Entity: Commonwealth of Kentucky Office of Procurement Services	Legal Approved by: DocuSigned by: <i>Theodorick Dino</i> B137E0DB9B1A42D... T-Mobile USA, Inc. Legal Department_
Signature: DocuSigned by: <i>Joan Graham</i> 108D2A328E594E8...	
Printed Name: Joan Graham	
Title: Executive Director	
Date: 12/29/2020	

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

*****Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions*****

Contractor - email a fully executed PDF copy of this document to:

PA@naspovaluepoint.org

To support documentation of participation and posting in appropriate databases