

**FULLY EXECUTED**

Contract Number: 4400023688

Original Contract Effective Date: 03/24/2021

Valid From: 04/01/2021 To: 08/11/2024

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 187597**Supplier Name/Address:**

T-MOBILE USA

P.O. Box 742596

CINCINNATI OH 45274-2596 US

Supplier Phone Number: 267-240-6359**Supplier Fax Number:** 610-225-2120**Contract Name:**

Wireless Voice & Data - T-Mobile

Purchasing Agent**Name:** McFadden Amy**Phone:** 717-346-3826**Fax:** 717-783-6241**Please Deliver To:**

To be determined at
the time of the Purchase Order
unless specified below.

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Wireless Cellular Services	0.000	Each	0.00	1	0.00

2	Wireless Phone and Accessories	0.000	Each	0.00	1	0.00

General Requirements for all Items:**Header Text**

Commonwealth agencies required to use SAP shall use ITSM to order services and equipment against this Participating Addendum. ITSM Service Orders will be used to establish or modify services. All services activation and termination must be authorized through OA Bureau of Service Value Management.

All equipment must be securely erased once retired or decommissioned.

No further information for this Contract

Information:

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

Contract No. 4400023688

**NASPO ValuePoint
PARTICIPATING ADDENDUM**

**WIRELESS VOICE, DATA & ACCESSORIES
ADMINISTERED BY THE STATE OF UTAH
MASTER AGREEMENT NO. MA176**

This Participating Addendum (“Participating Addendum” or “Contract”) is entered into pursuant to the National Association of State Procurement Officials (“NASPO”) ValuePoint Agreement (“Master Agreement”) between **T-Mobile USA, Inc.** (“Contractor”) and the State of Utah (“Lead State”) (Master Agreement No. MA176). The parties to this Participating Addendum hereby create a separate contract between the Contractor and the **Commonwealth of Pennsylvania** (“Commonwealth”) acting through the **Department of General Services** (“DGS”). All capitalized terms not defined in this Participating Addendum will have the same meaning provided in the Master Agreement.

There were four categories included in the solicitation:

Category 1: Cellular Wireless Services;
Category 2: Equipment and Accessories;
Category 3: Turnkey Wireless and IoT Solutions; and
Category 4: Alternate Wireless Transport Options.

The Contractor was awarded Categories 1, 2 and 3.

The Commonwealth desires to participate as a Participating Entity to procure Wireless Voice, Data, and Accessories as defined in this Participating Addendum from the Contractor under the Master Agreement, and DGS is authorized under Sections 1902 and 1908 of the *Commonwealth Procurement Code*, 62 Pa. C.S. §§ 1902 and 1908, to undertake and make this type of contractual arrangement on behalf of the Commonwealth.

NOW THEREFORE, intending to be legally bound hereby, DGS and the Contractor agree as follows:

- 1. Effective Date and Term.** This Participating Addendum shall become effective on the date the Commonwealth sends the fully executed and approved Participating Addendum to the Contractor (“Effective Date”). This Participating Addendum shall terminate or expire upon the earlier of (a) expiration or termination of the Master Agreement, or (b) termination of this Participating Addendum in accordance with its terms or the terms of the Master Agreement. If the Master Agreement is renewed or extended, this Participating Addendum shall automatically renew or extend for a term consistent with the term of the Master Agreement.

2. **Special Terms and Conditions.** DGS and the Contractor agree to be bound to the **Special Terms and Conditions** attached hereto as **Exhibit A** and made part of this Participating Addendum, and the **Service and Equipment Requirements** attached hereto as **Exhibit B** and made a part of this Participating Addendum. The provisions of **Exhibit B** only apply to Commonwealth agencies that are required to utilize the ITSM system as managed by the Office of Administration.
3. **Products and Services Available to Procure.**
 - (a) Commonwealth agencies required to utilize the ITSM system as managed by the Office of Administration for procuring Products and/or services through this Participating Addendum are limited to order only the **Exhibit B, Attachment 1** Plans (“Plans”) as Purchasing Entities under the agreement, provided they qualify for the corresponding Plan.
 - (b) COSTARs members and Commonwealth agencies not required to utilize the ITSM system as managed by the Office of Administration may order any and all of the Products and/or services as Purchasing Entities under the Master Agreement, provided they qualify for the corresponding Plan.
 - (c) Whenever the Master Agreement is revised the Commonwealth may replace any part of **Exhibit B** with a revised version of **Exhibit B**, via a Change Notice.
 - (d) Purchase Orders are subject to Product availability. A Purchase Order may be rejected by the Contractor if quoted Products are no longer available or if the underlying quote or resulting Purchase Order are inaccurate. All Purchase Orders issued by Purchasing Entities under this Participating Addendum shall include a reference to this Participating Addendum and the Master Agreement, number MA176.
4. **Non-Commonwealth Hosting Template.** **Exhibit C, Non-Commonwealth Hosted Application Services Template**, applies only when the Commonwealth procures a Product or service that requires the hosting of Commonwealth data by an entity other than the Commonwealth. The parties will work in good faith to negotiate the terms of **Exhibit C** and change this Participating Addendum in accordance with procedures outlined in **Exhibit D**.
5. **Contract Change Request Procedures.** Participating Addendum changes must follow the procedures outlined in **Exhibit D**. The Commonwealth and the Contractor may, by joint written agreement, amend or waive any part of the Change Control Procedures including, but not limited to, where both parties agree that shorter or longer time frames are more appropriate.
6. **Master Agreement Terms.** DGS and the Contractor agree to be bound by the prices, terms and conditions as stated in the Master Agreement, which are attached hereto as **Exhibit E** and made part of this Participating Addendum. Notwithstanding the

provisions of Section 1 above, any amendments to the Master Agreement made by the Lead State, other than renewals or extensions, will apply to **Exhibit E** of this Participating Addendum.

7. Software License Agreements.

- (a) To the extent that End-User Software License Agreements are required to use items and/or services from the Master Agreement, the Commonwealth shall enter into a separate agreement with the appropriate licensor.
- (b) Purchasing Entities other than the Commonwealth that acquire software shall be subject to the license agreements distributed with such software; 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. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

8. Order of Precedence. To the extent that there is a conflict between this Participating Addendum, the Master Agreement and the Special Terms and Conditions, the order of precedence shall be as follows:

- (a) this Participating Addendum, including appendices;
 - (i) **Exhibit A**, Special Terms and Conditions;
 - (ii) **Exhibit B**, Service and Equipment Requirements;
 - (iii) **Exhibit C**, Requirements for Non-Commonwealth Hosted Applications-Services Template; and
 - (iv) **Exhibit D**, Contract Change Request Procedure; then,
- (b) **Exhibit E**, the Master Agreement.

9. Lobbying Certifications and Disclosure. With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. The Contactor must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this Participating Addendum as **Appendix A**. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

10. **COSTARS Program.** Information related to the COSTARS Program is incorporated in the COSTARS Program Clause contained in **Section 21 of Exhibit A**. If the Contractor elects to permit COSTARS members to participate in the contract, the Offeror should complete and return the COSTARS Election to Participate Form contained in **Appendix B**.
11. **Iran Free Procurement Certifications and Disclosure.** Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a Contractor must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to [Section 3503](#) of the *Commonwealth Procurement Code* and is eligible to contract with the Commonwealth under [Sections 3501—3506](#) of the *Commonwealth Procurement Code*; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to [Section 3503\(e\)](#). The Contractor must complete and return the Iran Free Procurement Certification form, (**Appendix C, Iran Free Procurement Certification Form**), which is attached hereto and made part of this Participating Addendum.

See the following web page for current Iran Free Procurement list:

<https://www.dgs.pa.gov/Documents/Procurement%20Forms/ProposedIranFreeProcurementList.pdf>.

12. **Primary Contact; Notice.** The primary contacts for this Participating Addendum, as well as the recipients of any written notices pursuant to **Section 18 of Exhibit A**, shall be the individuals identified below or such other individuals as may be identified from time to time in a Notice sent by a designating party to the other parties set forth below, except that a Purchase Order issued pursuant to this Participating Addendum will identify the Commonwealth Contact Person for the Products and/or Services identified in the Purchase Order.

The Commonwealth’s primary contact, Issuing Officer and Contracting Officer for this Participating Addendum is as follows:

Amy Layman
Department of General Services
555 Walnut Street
6th Floor Forum Place
Harrisburg, PA 17101
(717) 346-3826
alayman@pa.gov

The Contractor’s primary contacts for this Participating Addendum, including and notice is as follows:

Sales and Customer Service Contact:

Shannon Hewitt-Tapp
T-Mobile USA, Inc.
Direct 916.568.4495
Mobile 916.275.3146
shannon.hewitt-tapp@T-Mobile.com

13. Termination of Original Participation Agreement; 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. The Contractor and the Participating Entity agree that this Participating Addendum 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 Effective Date, subject to the terms herein. The Existing 1907 Participating Addendums will be terminated in their entirety as of the Effective Date.

14. Technology Evolution.

- (a) 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 14(b) below, to (a) migrate Purchasing Entity to a mutually agreed upon replacement technology unless, within the notice period described in subsection 14(b) below, the Purchasing Entity opts to discontinue its Service, Product, network standard, or technology; or (b) discontinue any Service, Product, network standard, or technology without replacement 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.
- (b) If T-Mobile takes any action set forth in subsection 14(a) above, T-Mobile will provide no less than 60 days’ advance notice reasonably designed to inform Purchasing Entity (if affected) of such pending action. The form of T-Mobile’s notice may include providing written notice to any address (a) T-Mobile uses for billing the Purchasing Entity, (b) set forth in Purchasing Entity’s Order, or, if (a) or (b) are unavailable, (c) listed in the PA for Participating Entity. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile’s pending action.

- 15. Entire Agreement.** This Participating Addendum, and the Master Agreement, 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 Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise (except by duly-executed written amendment or Change Notice), and any such attempts to add or incorporate such terms and conditions are hereby rejected and shall be deemed null and void.

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IN WITNESS WHEREOF, the parties hereto have signed this Participating Addendum effective as of the date of the final required Commonwealth approval. Execution by the Commonwealth will be as described in the Section 1, Signatures, of **Exhibit A**, Special Terms and Conditions.

T-Mobile USA, Inc.

SAP Vendor Number: 187597

Print Name David Bezzant DocuSigned by:
8F686CC9343743C...

Title Vice President

Approved by: DocuSigned by:
Carole White-Connor
2081B56AB5484CB...

T-Mobile USA, Inc. Legal Dept.

If a corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer or Chief Operating Officer must sign; if a sole proprietor, then the owner must sign; if a general or limited partnership, a general partner must sign; if a limited liability company, then a member must sign, unless it is a managed by a manager, then the manager must sign; otherwise a resolution indicating authority to bind the corporation must be attached to this Contract.

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

TO BE AFFIXED ELECTRONICALLY
Secretary or Designee

Approved as to Form and Legality:

TO BE AFFIXED ELECTRONICALLY
Office of Chief Counsel, Department of General Services

TO BE AFFIXED ELECTRONICALLY
Governor's Office of General Counsel

TO BE AFFIXED ELECTRONICALLY
Office of Attorney General

Approved by Comptroller Operations:

TO BE AFFIXED ELECTRONICALLY
Comptroller/Treasurer



APPENDIX A, LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

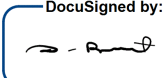
(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, which can be found at:

<https://www.gsa.gov/Forms/TrackForm/33144>

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than **\$100,000** for such failure.

SIGNATURE:  DocuSigned by:
8F686CC9343743C...

TITLE: Vice President DATE: 3/12/2021

REVISED 01-17-2017

APPENDIX B, COSTARS PROGRAM ELECTION TO PARTICIPATE

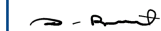
If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500, or \$500 for a Department of General Services Self-Certified Small Business, or \$166 for a Department of General Services-verified Small Diverse Business) at the beginning of each contract year and upon each contract renewal date.

If you are a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, you must submit a copy of your active Small Business Contracting Program certificate with your bid response.

T-Mobile USA, Inc.

Corporate or Legal Entity Name

DocuSigned by:



3/12/2021

8F686CC9343743C...
Signature/Date

David Bezzant

Vice President

Printed Name/Title



APPENDIX C, IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

Vendor Name/Financial Institution (Printed) T-Mobile USA, Inc.	
By (Authorized Signature) 	
Printed Name and Title of Person Signing David Bezzant Vice President	Date Executed 3/12/2021

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed

T-Mobile USA, Inc.

EXHIBIT A

SPECIAL TERMS AND CONDITIONS

This Exhibit A, "Special Terms and Conditions," is a part of the Participating Addendum between **T-Mobile USA, Inc.**, (the "Contractor") and the **Commonwealth of Pennsylvania** acting through its Department of General Services ("DGS"). Unless otherwise defined, all capitalized terms in this Exhibit shall have the meaning ascribed to them in the Participating Addendum.

1. SIGNATURES

The Participating Addendum shall not be a legally binding contract until the fully-executed Participating Addendum has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Participating Addendum prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any Service or work performed prior to the Effective Date.

The Participating Addendum may be signed in counterparts. The Contractor shall sign the Participating Addendum and return it to the Commonwealth. After the Participating Addendum is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Participating Addendum has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the contract output form with this information on the contract output form, there is no legally binding contract between the parties.

The fully-executed Participating Addendum may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Participating Addendum shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Participating Addendum shall constitute receipt of the fully-executed Participating Addendum.

The Commonwealth and the Contractor specifically agree as follows:

- (a) No handwritten signature shall be required in order for the Participating Addendum to be legally enforceable.
- (b) The parties agree that no writing shall be required in order to make the Participating Addendum legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine

contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Participating Addendum or acknowledgement were not in writing or signed by the parties. The Participating Addendum or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

- (c) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

2. CONTRACT PURCHASE ORDER

Commonwealth agencies and local public procurement units may issue purchase orders against this Participating Addendum directly with the Contractor. These orders constitute the Contractor's authority to make delivery to the ordering Commonwealth agency or local public procurement unit. All purchase orders received by the Contractor up to and including the expiration date of the Participating Addendum are acceptable and must be performed in accordance with the Participating Addendum. Each purchase order will be deemed to incorporate the terms and conditions set forth in the Participating Addendum. All purchase orders should contain the following information: Purchasing Entity name, address, contact number, email address and Contractor's account number(s); and purchase order amount.

Purchase orders need not include an "ink" signature by the Commonwealth. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase orders may be issued electronically or through facsimile equipment or on paper. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

- (a) No handwritten signature shall be required in order for a purchase order to be legally enforceable.
- (b) The parties agree that no writing shall be required in order to make the purchase order legally binding, notwithstanding contrary requirements in any law. The

parties hereby agree not to contest the validity or enforceability of a genuine purchase order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine purchase order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine purchase orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

- (c) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.
- (d) The parties agree that terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected.

3. COMMONWEALTH AGENCY ORDERING PROCESS

Commonwealth agencies shall have the opportunity to use the Enterprise IT Service Management (“ITSM”) to order Services and equipment against this Participating Addendum. ITSM Service Orders will be used to establish or modify Services. All Services activation and termination must be authorized through the designated Commonwealth agency Telecommunications Management Officer (“TMO”) or designee. DGS will provide the Contractor with a list of TMO’s within 10 days after the Effective Date.

4. DEACTIVATION/TERMINATION OF SERVICE

Cellular/data service accounts may not be deactivated nor may service be discontinued without the prior written request of the authorized user, except as provided in this Section. Deactivation or termination of services requests must be completed by the Contractor within 24 hours receipt of such request from an authorized user. For Customer-initiated wireless service deactivation or termination, Contractor will bill Purchasing Entities for the entire month in which wireless service was deactivated or terminated. In the event that a cellular/data service account is delinquent in payment of undisputed charges for a period of not less than 60 days, Contractor will provide notice to DGS or the Purchasing Entity,

as applicable, of the delinquency. If the delinquency is not resolved to Contractor's satisfaction within 30 days following such notice, Contractor may deactivate said account.

5. CONTRACT MANAGEMENT

The Contractor shall assign a project manager and project supervisor for the Participating Addendum. The project manager shall be responsible for coordination of all activities between all authorized users and the Contractor. The project manager, or the office represented, shall be responsible for coordinating orders and answering billing questions. The project manager shall be the central point of contact for the Contractor.

The Commonwealth reserves the right to review new hardware as made available in the market place to add to this Participating Addendum.

In the event that DGS is dissatisfied with the performance of the project manager, it will contact the project supervisor. Contractor recognizes that DGS may request a change in personnel and is willing to address concerns that DGS may have with particular team members, including the project manager.

The Contractor shall assign one or more individuals to function as customer service representative(s) for the duration of the Participating Addendum. These individuals shall be responsible for providing Services under the Participating Addendum, which include, but are not limited to, operational and billing problem resolution, product and technical information, and training. They will be responsible to the project manager. Contractor recognizes that DGS may request a change in personnel and is willing to address concerns that DGS may have with particular team members, including the project manager.

The names, mailing addresses, e-mail addresses and telephone numbers of the Contractor's project manager, the project supervisor, and the customer service representatives shall be provided to DGS within 10 days of execution of this Participating Addendum.

6. CONTRACT CONTROVERSIES

In the event of a controversy, dispute or claim arising from the Participating Addendum, the parties agree that they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management.

- (a) If a matter involving a local public procurement unit cannot be resolved between such local public procurement unit and the Contractor, then the parties may seek relief in any forum that is available to such party.
- (b) If a matter involving a Commonwealth executive or independent agency or a state-affiliated entity cannot be resolved between the parties, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files

an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within 60 days thereafter, either the Commonwealth or the Contractor may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

- (i) If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The contracting officer's final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the representative and the Contractor. The contracting officer shall send his written determination to the Contractor. If the contracting officer fails to issue a determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order.
- (ii) Within 15 days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Participating Addendum in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Participating Addendum.
- (c) Notwithstanding any other terms of this section or the Participating Addendum, nothing herein shall be construed to limit any rights Contractor may have to pursue any claim or cause of action in any other forum.

7. APPLICABLE LAW

The Participating Addendum between DGS and the Contractor shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court (Pennsylvania or federal) shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

8. COMMONWEALTH HELD HARMLESS [RESERVED]

9. SOVEREIGN IMMUNITY

No provision of this Participating Addendum may be construed to waive or limit the sovereign immunity of the Commonwealth of Pennsylvania or its governmental sub-units. This Section shall be read in conjunction with Section 33 of Attachment A of the Master Agreement.

10. CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

- (a) DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
- (i) “Affiliate” means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - (ii) “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this Participating Addendum.
 - (iii) “Contractor” means the individual or entity, that has entered into this Participating Addendum with the Commonwealth.
 - (iv) “Contractor Related Parties” means any Affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - (v) “Financial Interest” means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - (vi) “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel,

entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

- (vii) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

(b) In furtherance of this policy, Contractor agrees to the following:

- (i) Contractor shall maintain the highest standards of honesty and integrity during the performance of this Participating Addendum and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that governs contracting with the Commonwealth.
- (ii) Contractor shall establish and implement a written business integrity policy, which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the Participating Addendum Services are performed shall satisfy this requirement.
- (iii) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this Participating Addendum, except as provided in this Participating Addendum.
- (iv) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing Services, labor or material under this Participating Addendum, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the Participating Addendum. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the Participating Addendum signed by Contractor.

- (v) Subject to Attachment 1 to this Exhibit A, Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with Participating Addendum a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (vi) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa. C.S. §13A01 *et seq.*) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- (vii) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred, including but not limited to contact by a

Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall notify the Commonwealth contracting officer or the Office of the State Inspector General in writing in a commercially reasonable timeframe.

- (viii) Contractor, by submission of its bid or proposal and/or execution of this Participating Addendum and by the submission of any bills, invoices or requests for payment pursuant to the Participating Addendum, certifies and represents to the best of its knowledge that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the Participating Addendum, to include any extensions thereof. Contractor shall notify the Commonwealth in writing within a commercially reasonable timeframe of any actions or occurrences to the best of its knowledge that are a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (ix) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Upon prior written request, Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying pursuant to Section 21 (Records Administration and Audit) of Attachment A to the Master Agreement, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or specifically concern this Participating Addendum.
- (x) For Contractor's violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this Participating Addendum pursuant to Section 29 (Defaults and Remedies) of Attachment A to the Master Agreement, claim direct damages subject to Section 32(a) (Indemnification) of Attachment A of the Master Agreement, and may debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in

addition to those the Commonwealth may have under law, statute, regulation or otherwise.

11. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Participating Addendum or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the Participating Addendum.
- (c) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of Services under the Participating Addendum.
- (d) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (e) The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted Services are performed shall satisfy this requirement for employees with an established work site.

- (f) The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the Participating Addendum relates.
- (g) The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- (h) The Contractor shall include substantially similar EEO and nondiscrimination provisions to this Nondiscrimination/Sexual Harassment Clause, in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (i) The Contractor’s and each subcontractors’ obligations as they relate specifically to performance under this Participating Addendum pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (j) The Commonwealth may cancel or terminate the Participating Addendum pursuant to Section 29 (Defaults and Remedies) of Attachment A to the Master Agreement for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

12. CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other

activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- (a) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Participating Addendum, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Participating Addendum, a written explanation of why such certification cannot be made.
- (b) The Contractor also certifies, in writing, that as of the date of its execution of this Participating Addendum it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Participating Addendum, it becomes delinquent in the payment of Commonwealth taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Contractor shall make a commercially reasonable effort to make such notification within 15 days of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Participating Addendum with the Commonwealth pursuant to Section 29 of Attachment A to the Master Agreement.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <https://www.dgs.pa.gov> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

13. AMERICANS WITH DISABILITIES ACT

- (a) Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 *et seq.*, the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Participating Addendum or from activities provided for under this Participating Addendum on the basis of the disability. As a condition of accepting this Participating Addendum, the Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any third party against the Commonwealth of Pennsylvania as a result of the Contractor’s failure to comply with the provisions of Subparagraph (a) above.

14. AUDIT PROVISIONS

Section 552 of the Commonwealth Procurement Code, 62 Pa. C. S. § 552, applies to this Participating Addendum. The Parties shall comply with all applicable provisions of Section 552.

15. OFFSET PROVISIONS

The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

16. RIGHT-TO-KNOW LAW

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Participating Addendum. The Parties shall comply with all applicable provisions of the RTKL.

17. TERMINATION PROVISIONS

In lieu of the cancellation provisions in Section 27 (Cancellation) of Attachment A to the Master Agreement, the Contractor and DGS agree that the following termination provisions will apply to the Participating Addendum between the Contractor and DGS.

(a) FOR CONVENIENCE

- (i) The Commonwealth may terminate this Participating Addendum or an order issued pursuant thereto without cause by giving the Contractor 30 calendar days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Participating Addendum or an order issued pursuant thereto is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, the Contractor shall receive payment for the following:

- (1) all Products delivered and services performed consistent with the terms of the Participating Addendum prior to the effective date of termination;
- (2) and all actual and reasonable costs incurred by the Contractor as a result of the termination of the Participating Addendum.

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any Subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with CONTRACT CONTROVERSIES section of this Exhibit.

- (ii) The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered and Products delivered, up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such Products delivered and Services performed during the 30 calendar day notice period, if such

Products and Services are requested by the Commonwealth, or developed as part of the Services required under this Participating Addendum.

- (iii) The above shall not be deemed to limit the Commonwealth's right to terminate this Participating Addendum for any reason as permitted by the other provisions of this Participating Addendum, or under applicable law.

(b) NON-APPROPRIATION

The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Participating Addendum or purchase order. The Commonwealth will give Contractor written notice of any termination for non- appropriation at least 30 days before the effective date of the termination. The Commonwealth will be responsible for payment of all charges and fees incurred for Products and Services ordered by and provided to the Commonwealth prior to such effective date of termination, notwithstanding any lack of allocable or appropriation of funds. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

18. NOTICE

Any notice or demand from the Contractor or from DGS shall be in writing and shall be delivered by US mail, postage prepaid, via registered or certified mail and/or by E-Mail.

If to the Contractor in an envelope addressed to the attention of:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
ATTN: Vice President, T-Mobile for Government

Copy to T-Mobile Legal Department at same address.
With an email copy to: Legal_Government_Contracts@t-mobile.com

If to DGS, in an envelope addressed to the attention of:

Amy Layman
Department of General Services
555 Walnut Street
6th Floor Forum place
Harrisburg, PA 17101

Phone: (717) 346-3826
E-mail: alayman@pa.gov

19. TERM OF PARTICIPATING ADDENDUM [RESERVED]

20. ENHANCED MINIMUM WAGE

- (a) Enhanced Minimum Wage. Contractor agrees to pay no less than **\$12.00** per hour to its employees for all hours worked directly performing the Services called for in this Participating Addendum, and for an employee's hours performing ancillary Services necessary for the performance of the contracted Services or lease when such employee spends at least **twenty per cent (20%)** of their time performing ancillary services in a given work week.
- (b) Adjustment. Beginning **July 1, 2019**, and annually thereafter, the minimum wage rate shall be increased by **\$0.50** until **July 1, 2024**, when the minimum wage reaches **\$15.00**. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the [Consumer Price Index](#) for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by **March 1** of each year to be effective the following **July 1**.
- (c) Exceptions. These Enhanced Minimum Wage Provisions shall not apply to employees:
 - (i) exempt from the minimum wage under the [Minimum Wage Act of 1968](#);
 - (ii) covered by a collective bargaining agreement;
 - (iii) required to be paid a higher wage under another state or federal law governing the services, including the [Prevailing Wage Act](#) and Davis-Bacon Act; or
 - (iv) required to be paid a higher wage under any state or local policy or ordinance.
- (d) Notice. **Reserved.**
- (e) Records. Contractor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- (f) Sanctions. Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to,

termination of the Participating Addendum, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.

- (g) Subcontractors. Contractor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract in direct support of this Participating Addendum so that these provisions will be binding upon each subcontractor.

21. COSTARS PROGRAM

Section 1902 of the Commonwealth Procurement Code, 62 Pa. C. S. § 1902 (“Section 1902”), authorizes local public procurement units and state-affiliated entities (together, “COSTARS Members”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Members. DGS has identified this Participating Addendum as one which will be made available for COSTARS Members’ participation.

- (a) Only those entities registered with DGS are authorized to participate as COSTARS Members in this Participating Addendum. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.
 - (i) A “local public procurement unit” is:
 - (1) Any political subdivision (local government unit), such as a municipality, school district, or commission;
 - (2) Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
 - (3) Any tax-exempt, nonprofit educational institution or organization;
 - (4) Any tax-exempt, nonprofit public health institution or organization;
 - (5) Any nonprofit fire, rescue, or ambulance company; and
 - (6) Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

The Department reserves the right to review and determine eligible applicants as local public procurement units on a case-by-case basis.

(ii) A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:

- (1) The Pennsylvania Turnpike Commission;
- (2) The Pennsylvania Housing Finance Agency;
- (3) The Pennsylvania Municipal Retirement System;
- (4) The Pennsylvania Infrastructure Investment Authority;
- (5) The State Public School Building Authority;
- (6) The Pennsylvania Higher Education Facilities Authority, and
- (7) The State System of Higher Education.

The COSTARS Program is not available for use by Executive Agencies and Independent Agencies as defined by the [Commonwealth Procurement Code](#), or any agency or entity using funds appropriated to the Department of General Services through Capital Budget Project Itemization legislation for the procurement of furniture, fixtures, and equipment.

(iii) A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Participating Addendum can be found at <http://www.costars.state.pa.us/SearchCOMember.aspx>.

- (b) COSTARS Members have the option to purchase from this Participating Addendum, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of [Section 1902](#), from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Participating Addendum, and that the decision to procure from this Participating Addendum is within the sole discretion of each COSTARS Member.
- (c) DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Participating Addendum. COSTARS Members that participate in this Participating Addendum and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Participating Addendum without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a

COSTARS Member unless substantial interests of the Commonwealth are involved.

- (d) COSTARS Members electing to participate in this Participating Addendum will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- (e) Those Contractors electing to permit COSTARS Members to procure from this Participating Addendum shall pay the Required Administrative Fee applicable to the Contractor's classification:

Contractor Classification	Required Administrative Fee
DGS-verified Small Diverse Business Bidder	\$166
DGS Self-Certified Small Business Bidder	\$500
All Other Bidders	\$1,500

- (i) Each bidder electing to permit COSTARS Members to participate in the Participating Addendum must submit the COSTARS Program Election to Participate form with its bid submittal and pay the applicable Administrative Fee upon Participating Addendum award in order to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, a copy of its active Small Business Contracting Program certificate must be included with the bid submittal.
 - (ii) At the beginning of each Participating Addendum year and upon any Participating Addendum renewal, the Contractor shall submit a check for the required amount, payable to "Commonwealth of PA." The Contractor must pay the Administrative Fee at each Participating Addendum renewal date to continue to sell the awarded items/services to COSTARS Members.
- (f) DGS has registered the COSTARS name and logo (together, the "COSTARS Brand") as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under in this Subsection.
 - (i) The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Participating Addendum period. The fee is payable upon Participating Addendum award and prior to the renewal date for each succeeding Participating Addendum period.

- (ii) DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
 - (1) The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Participating Addendum.
 - (2) The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
 - (3) The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Participating Addendum and any other contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Participating Addendum fee is kept current.
 - (4) Should this Participating Addendum terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Participating Addendum termination forward.
 - (5) The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all third-party claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.
 - (6) The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.
- (g) The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Participating Addendum sales report detailing the previous quarter's Participating Addendum purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Participating Addendum quarter.

- (i) The Contractor shall submit the reports through the web-based COSTARS Suppliers' Gateway of the PA Supplier Portal at <https://pasupplierportal.state.pa.us/irj/portal/anonymous>, Enterprise Applications. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.
 - (ii) For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Participating Addendum along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
 - (iii) DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.
- (h) Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at <https://www.dgs.pa.gov/COSTARS/pages/default.aspx>.
- (i) If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at <https://www.dgs.pa.gov/COSTARS/pages/default.aspx>, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
 - (ii) Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail GS-PACostars@pa.gov

22. LIMITATION OF LIABILITY

The parties are commercial or governmental entities and acknowledge that each has had the opportunity to seek advice from counsel pertaining to this Participating Addendum.

- (a) **Damage Limitations.** The Contractor's liability to the Commonwealth under this Participating Addendum is limited to proven direct damages caused by the Contractor's negligent or willful misconduct and shall not exceed, on an aggregate

basis during the 12-month period giving rise to the damage claim, an amount equal to the total net charges incurred by a Purchasing Entity during that 12-month time-period or \$3,000,000.00, whichever is less. This limitation will apply, except as otherwise stated in this section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to:

- (i) proven direct damages for claims arising out of personal injury or death caused by the Contractor's negligent or willful misconduct;
- (ii) damage to real or personal property caused by the Contractor's willful misconduct;
- (iii) claims for gross negligence or intentional or willful misconduct; or
- (iv) indemnification obligations under this Participating Addendum.

(b) **Damage Waivers.**

EXCEPT FOR INDEMNIFICATION OBLIGATIONS UNDER THIS PARTICIPATING ADDENDUM OR CONTRACTOR'S GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT, THE CONTRACTOR WILL NOT BE LIABLE FOR ANY LOST PROFITS (INCLUDING LOST REVENUE AND LOSS OF BUSINESS OPPORTUNITY, AND REGARDLESS OF THE THEORY FOR RECOVERY), OR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, WHETHER FORESEEABLE OR NOT.

EXHIBIT A, ATTACHMENT 1

T-Mobile USA Inc.'s Certification Qualification in Response to Sections 10(b)(v)(4) and (5) of Exhibit A

Regarding the certifications in Section 10, Commonwealth Integrity Provisions, clauses (b)(v)(4) and (b)(v)(5), as do many telecommunications companies of our size, on occasion, T-Mobile USA, Inc. is and has been subject to administrative complaints, charges, lawsuits and judgments. Such proceedings are common, and Contractor responds to them in the ordinary course. As is also common, often times such proceedings are privileged or otherwise confidential. To the extent any such matter is material, it is disclosed in T-Mobile US, Inc.'s SEC filings. There are no pending litigation or threats of litigation known at this time that could potentially affect the products and services provided.

T-Mobile USA, Inc.
EXHIBIT B
SERVICE AND EQUIPMENT REQUIREMENTS

1. Scope.

This **Exhibit B, Service and Equipment Requirements**, is a part of the Participating Addendum between T-Mobile USA, Inc. (“the Contractor”) and the Commonwealth of Pennsylvania acting through the Department of General Services (“DGS”). Unless otherwise defined, all capitalized terms in this Exhibit shall have the meanings ascribed to them in the Participating Addendum. The provisions of this **Exhibit B** are only applicable to the Commonwealth agencies required to utilize the ITSM system as managed by the Office of Administration (“OA”) for procuring Products and/or Services through this Participating Addendum.

2. Offerings.

- (a) The Contractor cannot offer other Plans without prior authorization by OA’s Bureau of Service Value Management (“Service Value Management”) and the DGS IT Procurement Division.
- (b) The Plans and devices offered under this Participating Addendum are subject to change. The Contractor and OA will discuss these changes and OA will approve or reject the new Plans and/or devices. Unless agreed to by the Parties in writing, any Plan changes will affect new activations only; existing end users may remain on their existing Plan. The Contractor will not charge any fees or charges for switching Plans during the term of this Participating Addendum unless otherwise provided under the offer. For the avoidance of doubt, this prohibition shall not extend to any accepted special offers that require the end user to remain on a price plan for a period of time.
- (c) The Contractor may offer a promotional pricing program to the Commonwealth under this **Exhibit B** if approved by OA.

For Master Agreement detail please visit the following website:

<https://www.naspovaluepoint.org/portfolio/wireless-voice-data-accessories-2019-2024/t-mobile-usa-inc/>

3. Features.

All Voice Plans must include the following features at no additional charge:

- Voice Mail;
- Caller ID / Caller ID block;
- Three way calling;
- Speed dialing; and
- Call Waiting.

4. Basic Equipment Package.

T-Mobile USA, Inc.
EXHIBIT B
SERVICE AND EQUIPMENT REQUIREMENTS

All equipment for new activations must be newly manufactured hardware. Unless otherwise approved by the OA, remanufactured hardware will not be acceptable for new activations.

Those Commonwealth Purchasing Entities that have current wireless accounts with the Contractor that will carry over into the new contract period under the Participating Addendum, as of the Effective Date, will have the right to replace current devices with new replacement basic equipment packages at no additional cost, as long as the Purchasing Entity qualifies for a free upgrade under the Contractor's upgrade policy under the Master Agreement, and subject to the terms of any special or promotional offers.

5. Applicable Surcharges/Taxes.

- (a) The Contractor acknowledges that the Commonwealth is exempt from the Federal excise tax and accordingly the Commonwealth registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-K. Notwithstanding this exemption, Commonwealth agencies and local public procurement units that procure equipment and/or service under this Participating Addendum will pay: (i) any taxes not covered by this tax-exempt status; (ii) the Universal Service Fund surcharge; (iii) the Pennsylvania Gross Receipts Tax surcharge; (iv) the Pennsylvania Uniform 911 Surcharge; and (v) the Regulatory Programs Fee. The Contractor, however, will provide an offsetting credit to Commonwealth agencies and local public procurement units in the amount that they pay to the Contractor for the Regulatory Programs Fee.
- (b) Except to the extent specifically set forth in this Participating Addendum, the Commonwealth shall not be required to pay any additional charges. To the extent that any additional charges result from a requirement imposed on the Contractor after the Effective Date, by the federal and/or state government to either pay, or collect and pay, directly to the governmental agency a required amount associated with the service provided under the Participating Addendum, the Contractor may charge/seek reimbursement for the charges related to the services provided to a Purchasing Entity under this Participating Addendum. In the event that the Contractor charges/seeks reimbursement for such charges, DGS shall have the option to terminate this Participating Addendum, and Commonwealth Purchasing Entities shall have the option to terminate an order, for convenience in accordance with the Participating Addendum.

6. Activation/Termination Charges.

The Contractor shall not charge activation charges for CRUs with respect to Plans activated under this Participating Addendum. The Contractor shall not charge termination charges for CRU Accounts with respect to Plans terminated under this Participating Addendum, even if such Plan was activated under a prior agreement with the Contractor.

T-Mobile USA, Inc.
EXHIBIT B
SERVICE AND EQUIPMENT REQUIREMENTS

7. Late Payment Penalties.

The Contractor shall not assess the Commonwealth late payment penalties.

8. Service Outages.

Notwithstanding anything to the contrary in the Participating Addendum or Master Agreement, the Contractor's maximum liability for a Network Interruption (as defined below) is limited to: (a) a prorated portion of the applicable MRC based on the Network Interruption.

A "Network Interruption" is defined as an Outage (as defined in 47 C.F.R. § 4.5(a)) obligating T-Mobile to file a Federal Communications Commission Outage Report pursuant to 47 C.F.R. § 4.9 related to Customer at the time of Network Interruption, such that (i) the Outage causes a significant degradation in the ability of one or more users to use the device(s) to establish and maintain a channel of communications as a result of failure or degradation in the performance of a T-Mobile's network; and (ii) the Outage has a duration of at least 2 consecutive hours.

The following events or conditions will not be considered a Network Interruption: Network Interruption caused by: (i) a force majeure event, (ii) device or device battery malfunction, or third-party software application installed on the device, (iii) scheduled or emergency maintenance on T-Mobile Network; and (iv) acts or omissions caused by third parties beyond T-Mobile's control, including, but not limited to, third party power failure. The Customer acknowledges and agrees that the remedies described in this Section will be its sole remedy with regard to any Network Interruption.

9. Equipment Repair & Replacement.

The Contractor agrees to pass through to authorized users any and all equipment vendor's warranties to the fullest extent allowed under applicable law.

10. Help Desk Requirements.

The Contractor will provide technical assistance, via phone and Internet, on a 24-hour, 7 day-a-week basis, and shall provide an Emergency Point of Contact (EPOC) and Emergency Back-Up Point of Contact (EBPOC) list to the primary contact for all emergencies. This technical assistance must be available on the Effective Date. Information on accessing the technical assistance shall be made available to OA, in a reasonable amount of time, at their request.

For a direct line to your Government Dedicated Expert please dial their direct dial number or email them directly. If your Dedicated Expert is unavailable, Authorized users can dial 1-644-361-1310 24 hours a day, 7 days a week for assistance, Authorized Users can also send an email to GovernmentAccount@T-MobileSupport.com, these emails are worked during regular business hours. Only authorized persons will be able to make account changes.

T-Mobile USA, Inc.
EXHIBIT B
SERVICE AND EQUIPMENT REQUIREMENTS

Technical assistance and support are available to any account user by dialing dial 611 or 1-800-375-1126 (end users) from a T-Mobile phone. After-hours support is provided by T-Mobile Business Care (Onshore).

11. Web Site Functionality/Accessibility.

The Contractor shall provide an internet site specifically designed to provide information regarding plans, pricing, hardware and services available via this Participating Addendum. The website will not provide ordering capability for any authorized users.

12. Management/Billing Reports.

The Contractor shall produce a consolidated bill for each authorized user within a Commonwealth Purchasing Entity at a minimum of 30 days prior to the payment due date. Billing data must be partitioned by month and authorized user. Billing data must be available through the following means - soft copy or on-line web access.

The Contractor shall provide a method to develop monthly individual billing account reports. At the request of Commonwealth agencies, Contractor shall provide monthly individual billing account reports.

The Contractor must begin every Commonwealth agency account name with "COPA." All carryover accounts must be renamed in accordance with this requirement. The account name will follow "COPA" with the authorized Commonwealth agency and bureau/division title. One single master state account number must be used for all services activated under the Participating Addendum. An additional account number, specific to each authorized user will follow the master state account number. A user account number will follow the authorized user account number.

The following must appear on the billing account reports:

- Header:
 - a. Commonwealth Agency Name;
 - b. Invoice #;
 - c. Remit To Address; and
 - d. Month invoiced.
- Charges:
 - a. Monthly Recurring Charges;
 - b. Non-recurring Charges;
 - c. Usage Fee, if applicable;
 - d. Taxes, Surcharge, etc., if applicable;
 - e. SLA Credits; and
 - f. Total Current Month Charges.

T-Mobile USA, Inc.
EXHIBIT B
SERVICE AND EQUIPMENT REQUIREMENTS

The following must appear on the quarterly new equipment or new service report:

- Purchase order number, when available (listed in the UDL Field);
- Authorized user Acronym (beginning with “COPA”);
- Account or Division Name;
- Date equipment or service was delivered / ordered;
- Manufacturer and Model number of equipment;
- Plan Selected; and
- Total price of equipment purchased.

Closeout Report:

The Contractor shall prepare and submit to DGS Contract Manager, OA/Telecommunication Systems Manager and OA/Service Value Management Services a closeout report due on the last day of the Addendum, to include a final inventory of all existing accounts in the same format as the monthly reports. The Contractor shall cooperate in good faith with any successor and/or authorized user in an effort to avoid any interruption in service.

Contractor shall produce a report of all CRUs’ Total Wireless Spend. CRUs’ Total Wireless Spend means, the total amount of the charges set forth on the invoices sent by Contractor to Commonwealth agencies under the Participating Addendum, less taxes, fees and surcharges. Regulatory Fees and Surcharges include, but are not limited to, the FUSF/UCC (Federal Universal Service Fee / Universal Connectivity Charge), the AEF (Administrative Expense Fee), the FRF (Federal Regulatory Fee), the PTA (Property Tax Allotment), the FARF (Federal Access Recovery Fee), the CLC (Carrier Line Charge), and the SLC/EUCL (Subscriber Line Charge / End User Carrier Line charge).

Quarterly Reporting:

Contractor shall submit to DGS a Sales Report documenting all CRU’s Total Wireless Spend for Commonwealth agencies, made during the applicable reporting period and such submission, including any supplemental information submitted, is deemed a public record.

Quarterly Sales Reports shall be emailed to DGS. The Sales Report shall be submitted no later than forty-five (45) days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report will contain the following information:

- Complete and accurate details of all sales, credits, and the like for the reporting quarter;
- Purchasing Entity Foundation Account Name; and
- If no sales were made to Participating Entity during the reporting quarter, then a report shall be submitted showing zero sales.

T-Mobile USA, Inc.
EXHIBIT B
SERVICE AND EQUIPMENT REQUIREMENTS

End of Quarter	Reporting Date
March 31st	May 15th
June 30th	August 15th
September 30th	November 15th
December 31st	February 15th

13. Implementation Plan.

Within 10 days of the Effective Date, the Contractor will meet with OA to discuss developing a detailed implementation plan, describing all the activities necessary to successfully make operational the full scope of service required by this Participating Addendum. However, the implementation for each Purchasing Entity must be developed, coordinated, and scheduled in cooperation with a representative of OA.

14. Training Requirements.

At no additional cost, the Contractor must provide an orientation session(s) for all authorized user coordinators on the configuration and utilization of the services it intends to provide including trouble reporting, billing methods, management report interpretation and feature usage. OA will schedule the orientation session as soon as possible after the Effective Date. Additional training sessions shall be scheduled at no additional cost, as required by the authorized users at mutually accepted locations and times.

EXHIBIT B - ATTACHMENT 1

Commonwealth of Pennsylvania NASPO MA176 T-Mobile Rate Plans Updated: March 2021			
			Contract Discount
			16%
Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Cost/Line (After Eligible Contract Discount)
Voice & Data Plans			
Simple Choice Unlimited Talk, Text, and Data w/2GB LTE Data	•Unlimited talk, text and data with no overages or annual service contracts. •Includes unlimited calling to any number in Mexico and Canada from the U.S. PLUS unlimited calling, texting and data while traveling in Canada and Mexico (use your 4G LTE data up to 5GB) at no extra charge. •Starting with up to 2GB 4G LTE data per month. Your choice of additional 4G LTE data. •Unlimited data and texting when you travel to any of 120+ countries and destinations so you can stay connected when you're abroad. •Includes Binge On optimized video streaming that saves your data. •Music Freedom with unlimited music streaming on our network from top services such as Pandora and iHeart Radio without using your data. •Coverage not available in some areas. •Detectable video typically streams at 480p; disable any time. • On all T-Mobile plans, during congestion, the small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. (Requires minimum of 12 lines for each account)	\$15.00	\$12.60
Government Unlimited for Phones	•Unlimited talk, text, and data on our advanced network with no annual service contracts or data overages. •Free Scam Shield™ app. with Scam ID and Scam Block. •Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada. •Unlimited texting and 2G data roaming in more than 210 countries and destinations •Unlimited domestic data roaming and unlimited video streaming at DVD quality •11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Texting and a free hour of Wi-Fi on Gogo®-enabled flights •During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until	\$29.00	\$24.36
Government Unlimited for Phones w/Device Subsidy 2.0 Level 1	•Unlimited talk, text, and data on our advanced network with no data overages. •Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. •Unlimited text and 2G data roaming in more than 210 countries and destinations •Unlimited domestic data roaming and unlimited video streaming at DVD quality •11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Free texting and a free hour of Wi-Fi on Gogo-enabled flights •During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.	\$41.00	\$34.44
Government Unlimited for Phones w/Device Subsidy 2.0 Level 2	•Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. •Coverage not available in some areas.	\$53.00	\$44.52
Government Unlimited for Phones w/Device Subsidy 2.0 Level 3		\$64.00	\$53.76
Government Unlimited for Phones Data Feature w/21GB Hotspot	Unlimited 4G LTE Data feature with 21GB Hotspot	\$10.00	\$8.40
Government Unlimited for Phones Data Feature w/31GB Hotspot	Unlimited 4G LTE Data feature with 31GB Hotspot	\$15.00	\$12.60
Government Unlimited for Phones Data Feature w/41GB Hotspot	Unlimited 4G LTE Data feature with 41GB Hotspot	\$25.00	\$21.00
Mobile Internet Plans			
Simple Choice Unlimited Mobile Internet Data for Government w/2GB 4G LTE Data	High-speed data in the U.S. - plus use up to 5GB of your high-speed data in Canada and Mexico at no extra charge. Up to 2 GB of monthly high-speed mobile internet access. Speeds slowed to up to 2G speeds after 2 GB. No annual service contract. No overages.Unlimited international web while roaming in 210+ countries & destinations. Including Binge On - optimized video streaming (typically streams at 480p) AND stream unlimited video on popular services like Netflix, HBO NOW, Hulu and more without using your high-speed data.Includes Data Stash which rolls your unused on-network 4G LTE data into your Data Stash bucket up to 20GB that must be used within 12mos. Stream unlimited music on services like Pandora, iHeartRadio and more without counting against your 4G LTE data on our network. On all T-Mobile plans, during congestion, the small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.	\$10.00	\$10.00
Government Unlimited 4G LTE Mobile Internet Data	•Unlimited 4G LTE High-speed Mobile Internet Data •Unlimited domestic messaging •Domestic data roaming •Simple Global •Stateside International Unlimited Texting •For use with Tablets/Hotspots/Routers/Modems	\$35.00	\$29.40

Government Unlimited Mobile Internet for Tablets w/11GB Hotspot	•Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages. •11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Texting and up to 5GB of 4G LTE data in Mexico and Canada. •Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality •During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. •Coverage not available in some areas.	\$23.50	\$19.74
Government Unlimited Mobile Internet for Tablets w/21GB Hotspot	•Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages. •21GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Texting and up to 5GB of 4G LTE data in Mexico and Canada. •Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality •During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. •Coverage not available in some areas.	\$35.00	\$29.40
Government Unlimited Mobile Internet for Tablets w/31GB Hotspot	•Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages. •31GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Texting and up to 5GB of 4G LTE data in Mexico and Canada. •Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality •During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. •Coverage not available in some areas.	\$40.50	\$34.02
Government Unlimited Mobile Internet for Tablets w/41GB Hotspot	•Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages. •41GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Texting and up to 5GB of 4G LTE data in Mexico and Canada. •Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality •During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. •Coverage not available in some areas.	\$52.50	\$44.10
Government Unlimited Tablet 2.0 Subsidy Level 1 w/11GB Hotspot	•Unlimited texting and 4G LTE data on our advanced network with no data overages. •11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus •Unlimited texting and 2G data roaming in 210+ countries and destinations	\$35.00	\$29.40
Government Unlimited Tablet 2.0 Subsidy Level 2 w/11GB Hotspot	•Unlimited video streaming at DVD quality •During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. •Video typically streams on smartphone/tablet at DVD quality (480p)	\$47.00	\$39.48
Government Unlimited Tablet 2.0 Subsidy Level 3 w/11GB Hotspot	•Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. •Coverage not available in some areas.	\$59.00	\$49.56
Government Unlimited Tablet 2.0 Subsidy Level 1 w/21GB Hotspot	•Unlimited texting and 4G LTE data on our advanced network with no data overages. •21GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus •Unlimited texting and 2G data roaming in 210+ countries and destinations	\$47.00	\$39.48
Government Unlimited Tablet 2.0 Subsidy Level 2 w/21GB Hotspot	•Unlimited video streaming at DVD quality •During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. •Video typically streams on smartphone/tablet at DVD quality (480p)	\$59.00	\$49.56
Government Unlimited Tablet 2.0 Subsidy Level 3 w/21GB Hotspot	•Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. •Coverage not available in some areas.	\$71.00	\$59.64
Government Unlimited Tablet 2.0 Subsidy Level 1 w/31GB Hotspot	•Unlimited texting and 4G LTE data on our advanced network with no data overages. •31GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus •Unlimited texting and 2G data roaming in 210+ countries and destinations	\$53.00	\$44.52
Government Unlimited Tablet 2.0 Subsidy Level 2 w/31GB Hotspot	•Unlimited video streaming at DVD quality •During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. •Video typically streams on smartphone/tablet at DVD quality (480p)	\$65.00	\$54.60
Government Unlimited Tablet 2.0 Subsidy Level 3 w/31GB Hotspot	•Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. •Coverage not available in some areas.	\$76.00	\$63.84
Government Unlimited Tablet 2.0 Subsidy Level 1 w/41GB Hotspot	•Unlimited texting and 4G LTE data on our advanced network with no data overages. •41GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus	\$65.00	\$54.60

Government Unlimited Tablet 2.0 Subsidy Level 2 w/41GB Hotspot	• Unlimited texting and 2G data roaming in 210+ countries and destinations • Unlimited video streaming at DVD quality • During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. • Video typically streams on smartphone/tablet at DVD quality (480p) • Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. • Coverage not available in some areas.	\$76.00	\$63.84
Government Unlimited Tablet 2.0 Subsidy Level 3 w/41GB Hotspot		\$88.00	\$73.92
Machine to Machine Unlimited Data			
Machine to Machine Unlimited Data (128kbps) w/Text	Machine-to-machine use. The data speed is limited to a maximum of 128 kbps. Includes 200mb of domestic roaming data and 500 SMS. This plan does not support voice calling.	\$5.00	\$5.00
Machine to Machine Unlimited Data (512kbps) w/text	Machine-to-machine use. The data speed is limited to a maximum of 512 kbps. Includes 200mb of domestic roaming data and 500 SMS. This plan does not support voice calling.	\$10.00	\$10.00
EmpowerED Program Plans			
EmpowerED 2.0 Program 2GB Mobile Internet	Unlimited data (speeds slow at 2GB); Unlimited messaging; Smartphone Mobile Hotspot (speeds slow at 2GB); Binge On; Domestic data roaming; Simple Global; All recurring taxes and fees included in MRC	\$0.00	\$0.00
EmpowerED 2.0 Program 2GB Mobile Internet	Unlimited data (speeds slow at 2GB); Unlimited messaging; Smartphone Mobile Hotspot (speeds slow at 2GB); Binge On; Domestic data roaming; Simple Global; Music Freedom; All recurring taxes and fees included in MRC	\$10.00	\$10.00
EmpowerED 2.0 Program Unlimited 4G LTE Mobile Internet	Unlimited 4G LTE Data; Unlimited Messaging; Binge On; Domestic data roaming; Simple Global; Stateside International Unlimited Texting; Music Freedom; All recurring taxes and fees included in MRC	\$20.00	\$20.00
EmpowerED 2.0 Program Unlimited Hotspot	Unlimited 4G LTE Data; Unlimited Messaging; Binge On; Domestic data roaming; Simple Global; Stateside International Unlimited Texting; Music Freedom; All recurring taxes and fees included in MRC	\$20.00	\$20.00
EmpowerED Program Unlimited Voice with Unlimited Hotspot	Unlimited Data (speeds slow at 3GB allotment for limited bucket plan); Unlimited Mobile Hotspot (speeds slow at 3GB allotment for limited bucket plan); Unlimited Voice; 200MB Domestic data roaming; Simple Global; Optional content filter: GEDFLTER0 - for filtering content; Non-geographic phone number; Tax Exclusive; For use with Samsung A11, A10e, A20, Moto E6, and LG Aristo 4+ only.	\$25.00	\$25.00
Government Private Static IP Mobile Internet for EmpowerEd only	Government Private Static IP Mobile Internet. Customized setup on devices needed.	\$0.00	\$0.00
Gov Edu Web Filtering	Web Content Filtering for Government	\$0.00	\$0.00
Business EDU Web Filtering	Web Content Filtering for Business & Government	\$1.00	\$1.00
Project 10Million Plans			
Project 10Million TFB 100 GB Per Year Program Plan (NSLP)	100 GB data per year. Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	\$0.00	\$0.00
Project 10Million TFB 100 GB Per Month Program Plan (NSLP)	100 GB data per month. Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	\$12.00	\$12.00
Project 10Million Unlimited Program Plan (NSLP)	Unlimited data per month. Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	\$15.00	\$15.00
Project 10Million TFB 100 GB Per Month General Rate Plan (NSLP & Non-NSLP)	100 GB data per month (2 year commitment). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	\$12.00	\$12.00
Project 10Million General Unlimited Plans (NSLP & Non-NSLP)	Unlimited data per month (2 year commitment). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	\$15.00	\$15.00
Project 10Million General Unlimited Plan (NSLP & Non-NSLP)	Unlimited data per month (1 year commitment). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	\$20.00	\$20.00
Project 10Million General Unlimited Plan (NSLP & Non-NSLP)	Unlimited data per month (Month-to-Month Term). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	\$25.00	\$25.00
Education Only Teacher Subsidy Plans			
Teacher Plans - Subsidy Level 1	• Eligible K-12 or higher ED teachers, administrators, school staff. • Unlimited talk, text, and unlimited data while on our network with no overages. • Unlimited HS included at no extra charge. • Equipment subsidy \$180. • During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. • Coverage not available in some areas. • Subsidy plans include part or all of the cost of a phone in the monthly charge, and a two-year service agreement is required. If you cancel service, you may be charged a subsidy repayment (1/24th of subsidy per month remaining).	\$35.00	\$29.40
Teacher Plans - Subsidy Level 2	• Eligible K-12 or higher ED teachers, administrators, school staff. • Unlimited talk, text, and unlimited data while on our network with no overages. • Unlimited HS included at no extra charge. • Equipment subsidy \$400. • During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. • Coverage not available in some areas. • Subsidy plans include part or all of the cost of a phone in the monthly charge, and a two-year service agreement is required. If you cancel service, you may be charged a subsidy repayment (1/24th of subsidy per month remaining).	\$47.00	\$39.48
Gov Edu Web Filtering	Web Content Filtering for Government Teacher Plan	\$0.00	\$0.00

First Responder Voice Plans			
Connecting Heroes Unlimited \$0	•Unlimited talk, text, and unlimited data while on our network with no overages. •Includes 1GB of high speed mobile hotspot data, then unlimited hotspot data at 3G speeds. •Unlimited talk, text, and up to 5GB of 4G LTE data in Mexico and Canada, then data at speeds up to 128kbps. •Additional international features available for purchase. •Coverage not available in some areas. •Not Subject to the fair usage prioritization threshold	\$0.00	\$0.00
Connecting Heroes AMP Unlimited \$15	•Connecting Heroes features plus 20GB of high speed mobile hotspot data, then unlimited hotspot data at 3G speeds. •Unlimited texting and data at up to 256kbps when traveling abroad in 210+ countries and destinations. •Unlimited texting and in-flight Wi-Fi on Gogo®-enabled flights. •Unlimited talk, text, and up to 5GB of 4G LTE data in Mexico and Canada, then data speeds at up to 256 kbps. •Name ID and Voicemail to Text. •Video streams at up to 1080p when HD video is activated. •Coverage not available in some areas. •Not Subject to the fair usage prioritization threshold	\$15.00	\$15.00
First Responder Unlimited Talk and Text with 2GB or 6GB 4G LTE Data	•Unlimited talk, text and data while on our network with no overages or annual service contracts. •Starting with up to 2GB 4G LTE data per month. •Additional data available at 6GB 4G LTE data.	\$15.00	\$12.60
2GB 4G LTE Data Feature for First Responder Unlimited Talk and Text	•2GB 4G LTE & Smartphone Mobile Hotspot (SMHS) data on your smartphone while on our network. •No overage fees.	\$0.00	\$0.00
6GB 4G LTE Data Feature for First Responder Unlimited Talk and Text	•6GB 4G LTE & Smartphone Mobile Hotspot (SMHS) data on your smartphone while on our network. •No overage fees.	\$15.00	\$12.60
First Responder Unlimited for Phones	•Unlimited talk, text, and data on our advanced network with no annual service contracts or data overages. •Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. •Unlimited texting and 2G data roaming in more than 210 countries and destinations •Unlimited domestic data roaming and unlimited video streaming at DVD quality •11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Free texting and a free hour of Wi-Fi on Gogo-enabled flights •Coverage not available in some areas. •Not Subject to the fair usage prioritization threshold	\$34.00	\$28.56
First Responder Unlimited for Phones w/Device Subsidy 2.0 Level 1	•Unlimited talk, text, and data on our advanced network with no data overages. •Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. •Unlimited texting and 2G data roaming in more than 210 countries and destinations •Unlimited domestic data roaming and unlimited video streaming at DVD quality •11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Free texting and a free hour of Wi-Fi on Gogo-enabled flights •Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. •Coverage not available in some areas •Not Subject to the fair usage prioritization threshold	\$46.00	\$38.64
First Responder Unlimited for Phones w/Device Subsidy 2.0 Level 2		\$58.00	\$48.72
First Responder Unlimited for Phones w/Device Subsidy 2.0 Level 3		\$69.00	\$57.96
First Responder Unlimited for Phones Data Feature w/11 GB Hotspot	•Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. •Includes 11GB of 4G LTE Mobile Hotspot.	\$0.00	\$0.00
First Responder Unlimited for Phones Data Feature w/21 GB Hotspot	•Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. •Includes 21GB of 4G LTE Mobile Hotspot.	\$10.00	\$8.40
First Responder Unlimited for Phones Data Feature w/31 GB Hotspot	•Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. •Includes 31GB of 4G LTE Mobile Hotspot.	\$15.00	\$12.60
First Responder Unlimited for Phones Data Feature w/41 GB Hotspot	•Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. •Includes 41GB of 4G LTE Mobile Hotspot.	\$25.00	\$21.00
First Responder Data Plans			
First Responder Unlimited 4G LTE Mobile Internet	•Unlimited 4G Mobile Hotspot data while on our network with no overages or annual service contracts. •Up to 5GB LTE data in Canada and Mexico, then unlimited at 2G speeds.	\$40.00	\$33.60
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 11GB hotspot	•Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages. •11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Texting and up to 5GB of 4G LTE data in Mexico and Canada. •Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality •Coverage not available in some areas.	\$28.50	\$23.94

First Responder Unlimited 4G LTE Mobile Internet for Tablets, 21GB hotspot	•Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages. •21GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Texting and up to 5GB of 4G LTE data in Mexico and Canada. •Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality •Coverage not available in some areas.	\$40.50	\$34.02
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 31 GB hotspot	•Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages. •31GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Texting and up to 5GB of 4G LTE data in Mexico and Canada. •Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality •Coverage not available in some areas.	\$45.50	\$38.22
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 41 GB hotspot	•Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages. •41GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Texting and up to 5GB of 4G LTE data in Mexico and Canada. •Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality •Coverage not available in some areas.	\$57.50	\$48.30
First Responder Unlimited Tablet 2.0 Subsidy Level 1 w/11GB hotspot	•Unlimited texting and 4G LTE data on our advanced network with no data overages. •11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus •Unlimited texting and 2G data roaming in 210+ countries and destinations •Unlimited video streaming at DVD quality •Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. •Coverage not available in some areas.	\$40.00	\$33.60
First Responder Unlimited Tablet 2.0 Subsidy Level 2 w/11GB hotspot	•Unlimited texting and 2G data roaming in 210+ countries and destinations •Unlimited video streaming at DVD quality •Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. •Coverage not available in some areas.	\$52.00	\$43.68
First Responder Unlimited Tablet 2.0 Subsidy Level 3 w/11GB hotspot	•Unlimited video streaming at DVD quality •Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. •Coverage not available in some areas.	\$64.00	\$53.76
First Responder Unlimited Tablet 2.0 Subsidy Level 1 w/21GB hotspot	•Unlimited texting and 4G LTE data on our advanced network with no data overages. •21GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus •Unlimited texting and 2G data roaming in 210+ countries and destinations •Unlimited video streaming at DVD quality •Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. •Coverage not available in some areas.	\$52.00	\$43.68
First Responder Unlimited Tablet 2.0 Subsidy Level 2 w/21GB hotspot	•Unlimited texting and 2G data roaming in 210+ countries and destinations •Unlimited video streaming at DVD quality •Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. •Coverage not available in some areas.	\$64.00	\$53.76
First Responder Unlimited Tablet 2.0 Subsidy Level 3 w/21GB hotspot	•Unlimited video streaming at DVD quality •Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. •Coverage not available in some areas.	\$76.00	\$63.84
First Responder Unlimited Tablet 2.0 Subsidy Level 1 w/31GB hotspot	•Unlimited texting and 4G LTE data on our advanced network with no data overages. •31GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus •Unlimited texting and 2G data roaming in 210+ countries and destinations •Unlimited video streaming at DVD quality •Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. •Coverage not available in some areas.	\$57.00	\$47.88
First Responder Unlimited Tablet 2.0 Subsidy Level 2 w/31GB hotspot	•Unlimited texting and 2G data roaming in 210+ countries and destinations •Unlimited video streaming at DVD quality •Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. •Coverage not available in some areas.	\$69.00	\$57.96
First Responder Unlimited Tablet 2.0 Subsidy Level 1 w/31GB hotspot	•Unlimited video streaming at DVD quality •Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. •Coverage not available in some areas.	\$81.00	\$68.04
First Responder Unlimited Tablet 2.0 Subsidy Level 2 w/41GB hotspot	•Unlimited texting and 4G LTE data on our advanced network with no data overages. •41GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) •Texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus •Unlimited texting and 2G data roaming in 210+ countries and destinations •Unlimited video streaming at DVD quality •Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. •Coverage not available in some areas.	\$69.00	\$57.96
First Responder Unlimited Tablet 2.0 Subsidy Level 3 w/41GB hotspot	•Unlimited texting and 2G data roaming in 210+ countries and destinations •Unlimited video streaming at DVD quality •Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. •Coverage not available in some areas.	\$81.00	\$68.04
First Responder Unlimited Tablet 2.0 Subsidy Level 3 w/41GB hotspot	•Unlimited video streaming at DVD quality •Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. •Coverage not available in some areas.	\$93.00	\$78.12
Features			
Government Public Static IP Voice	Government Public Static IP Voice, MMS & tethering not supported. Customized setup on devices needed.	\$2.00	\$2.00
Government Public Static IP Mobile Internet	Government Public Static IP Mobile Internet. Customized setup on devices needed.	\$2.00	\$2.00

***Requirements for the Government Unlimited Rate Plan with Subsidy Allowance and First Responder Government Rate Plan with Subsidy Allowance - Smartphones & Tablets**

- 1) For the Subsidy to be effective, Customer will 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**”);
- 2) Each line of Service must remain active, without suspension, for a 90-day period following the activation (“**Minimum Activations Period**”);
- 3) Each line of Service must be activated in accordance with the terms of the Agreement;
- 4) Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term;
- 5) The subsidy cannot be combined with any other discounts, credits or promotional offers; and
- 6) Customer’s account with T-Mobile must be in good standing to receive the subsidy.

Minimum Activation Period/Termination. If 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 Subsidy 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 12 months following activation, and if T-Mobile has issued a subsidy of \$150 for such line, then Customer will reimburse T-Mobile \$75 (i.e. 50% (12/24 months) X \$150) for such terminated line). Customer may either (i) pay T-Mobile the aggregate amount of

terminating, then Customer will terminate the lines of Service (i) for each terminated line, Customer may elect to pay T-Mobile the aggregate amount of issued subsidy for terminated lines of Service which are terminated before the end of the Subsidy Term within 30 days of termination of the affected lines of Service; or (ii) T-Mobile may charge Customer for the Activation Credits issued for each terminated lines of Service and Customer agrees to pay T-Mobile for the Subsidy issued to Customer for the terminated lines within 30 days of issuance of notice by T-Mobile.

* EmpowerED Program Plans are available to elementary, middle, high schools, and school districts across the U.S. The eligibility criteria and EmpowerED Program offers are posted here: <https://www.t-mobile.com/business/education/empowered2>.

Requirements to qualify for Subsidy allowance 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 session; 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.

***Project 10Million**

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. Roaming not available. Annual data service ends at earlier of 100GB or 365 days; monthly data service ends at 100GB on \$12 plan. Excessive switching between data allotments may be limited. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$1.16 per data only line (\$0.15 for RPF & \$1.01 for TRF) apply for paid plans. Video streams at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave 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.

***Teacher Plans**

24 months consecutive service on qualifying plan required for device subsidy pricing; if any line receiving a device subsidy is cancelled, suspended, or changed to a lower-priced rate plan, you may be charged a subsidy repayment (1/24th of subsidy per month remaining in the subsidy term). Tax on pre-subsidy price of device due at sale. For individual educator use; not for classroom connectivity. Qualifying government account, credit approval, deposit, and \$25 SIM starter kit or, in stores & on customer service calls, \$20 upgrade support charge may be required. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.18 per voice line (\$0.60 for RPF & \$2.58 for TRF) applies; taxes/fees approx. 6-28% of bill where applicable. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. Unlimited high-speed data US only. In Canada/Mexico, up to 5GB high-speed data then unlimited at up to 128kbps. Not available for hotspots and some other data-first devices. **Video streams** at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Optional educational filtering may prevent some video streaming or other content. **Not for extended international use; primary usage must occur on our network.** Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. We are not responsible for our partners’ networks. **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, customers on this plan using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.

*First Responder plans (excluding 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 ((i) Police Protection 922120, (ii) Fire Protection 922160, (iii) Ambulance Services 621910). Final eligibility determinations are in T-Mobile’s discretion.

****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 response area. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.18 per voice line (\$0.60 for RPF & \$2.58 for TRF) applies to \$15 plan; taxes/fees approx. 0–19% 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 international features available for purchase. Not available for hotspots and some other data-first devices. On \$0 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, leave any video streaming applications at their default automatic resolution setting. Tethering: 1GB high-speed data (20GB 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. Final 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 922120 Fire Protection 922160, Ambulance Safety Services 621910. 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 \$0 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 in 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 \$.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.

Stateside Int'l Talk: Calls must originate on T-Mobile's 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 megabytes 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/megabytes rounded up. Full speeds available up to monthly allotment, including tethering (Unlimited on-smartphone 4G LTE data option includes 14 GB of tethering); then, slowed to up to 2G speeds through bill 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 Stash: 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.

Exhibit C
Requirements for Non-Commonwealth Hosted
Applications/Services

The purpose of this Exhibit is to provide the Commonwealth's requirements for technology solutions procured by the Commonwealth that are not hosted within Commonwealth infrastructure as of the date of this Participating Addendum. It is provided for informational purposes only and shall not constitute terms of this Participating Addendum.

A. Hosting Requirements

1. The Licensor or its subcontractor shall supply all hosting equipment (hardware and software) required for the cloud services and performance of the software and services set forth in the Quote and Statement of Work.
2. The Licensor shall provide secure access to applicable levels of users via the internet.
3. The Licensor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity.
4. The Licensor or its subcontractors shall maintain all hosting equipment (hardware and software) and replace as necessary to maintain compliance with the Service Level Agreements.
5. The Licensor shall monitor, prevent and deter unauthorized system access. Any and all known attempts must be reported to the Commonwealth within **forty-eight (48) hours**. In the event of any impermissible disclosure unauthorized loss or destruction of Confidential Information, the receiving Party must immediately notify the disclosing Party and take all reasonable steps to mitigate any potential harm or further disclosure of such Confidential Information. In addition, pertaining to the unauthorized access, use, release, or disclosure of data, the Licensor shall comply with state and federal data breach notification statutes and regulations, and shall report security incidents to the Commonwealth within **one (1) hour** of when the Licensor has reasonable confirmation of such unauthorized access, use, release, or disclosure of data.
6. The Licensor or the Licensor's subcontractor shall allow the Commonwealth or its delegate, at times chosen by the Commonwealth, and within at least **three (3) business days'** notice, to review the hosted system's data center locations and security architecture.
7. The Licensor's employees or subcontractors, who are directly responsible for day- to-day monitoring and maintenance of the hosted system, shall have industry standard certifications applicable to the environment and system

architecture used.

8. The Licensor or the Licensor's subcontractor shall locate servers in a climate- controlled environment. The Licensor or the Licensor's contractor shall house all servers and equipment in an operational environment that meets industry standards including climate control, fire and security hazard detection, electrical needs, and physical security.
9. The Licensor shall examine applicable system and error logs daily to minimize and predict system problems and initiate appropriate action.
10. The Licensor shall completely test and apply patches for all third-party software products in the server environment before release.
11. The Licensor shall provide all Commonwealth data to the Commonwealth, upon request, in a form acceptable to the Commonwealth, at no cost to the Commonwealth.

B. SOC Reporting Requirements:

1. Subject to this section and unless otherwise agreed to in writing by the Commonwealth, the Licensor shall, and shall require its subcontractors to, engage, on an annual basis, a CPA certified third-party auditing firm to conduct the following, as applicable:
 - (i) a SOC 1 Type II report with respect to controls used by the Licensor relevant to internal and external procedures and systems that process Commonwealth financial transactions;
 - (ii) a SOC 2 Type II report with respect to controls used by the Licensor relevant to internal and external procedures and systems that access, process, host or contain Commonwealth Data designated as sensitive security or protected information as defined in ITP-SEC019 Policy and Procedure for Protecting Commonwealth Electronic Data; and
 - (iii) a SOC for Cybersecurity report with respect to controls used by the Licensor setting forth the description and effectiveness of Licensor's cybersecurity risk management program and the policies, processes and controls enacted to achieve each cybersecurity objective.

Unless otherwise agreed to in writing by the Commonwealth, SOC Reports shall be provided upon contract execution and annually thereafter. While it is preferable that SOC Reports coincide with Pennsylvania's fiscal year (July 1 through June 30), SOC Reports, at the very least, must cover at least 6 consecutive months of Pennsylvania's fiscal year.

2. SOC 2 Type II reports shall address the following:

- (i) Security of Information and Systems;
 - (ii) Availability of Information and Systems;
 - (iii) Processing Integrity;
 - (iv) Confidentiality;
 - (v) Privacy; and
 - (vi) if applicable, compliance with the laws, regulations standards or policies designed to protect the information identified in ITP-SEC019 or other information identified as protected or Confidential by this Contract or under law.
3. At the request of the Commonwealth, the Licensors shall complete an additional SOC for Cybersecurity audits in the event:
- (i) repeated non-conformities are identified in any SOC report required by subsection 1; or
 - (ii) if the Licensors' business model changes (such as a merger, acquisition, or change sub-contractors, etc.);
- The Licensors shall provide to the Commonwealth a report of the SOC for Cybersecurity audit findings within 60 days of its completion.
4. The Commonwealth may specify other or additional standards, certifications or audits it requires under any Purchase Orders or within an ITP.
5. The Licensors shall adhere to SSAE 18 audit standards. The Licensors acknowledges that the SSAE guidance may be updated during the Term of this Contract, and the Licensors shall comply with such updates which shall be reflected in the next annual report.
6. In the event an audit reveals any non-conformity to SSAE standards, the Licensors shall provide the Commonwealth, within 45 calendar days of the issuance of the SOC report, a documented corrective action plan that addresses each non- conformity. The corrective action plan shall provide, in detail:
- (i) clear responsibilities of the personnel designated to resolve the non-conformity;
 - (ii) the remedial action to be taken by the Licensors or its subcontractor(s);
 - (iii) the dates when each remedial action is to be implemented; and
 - (iv) a summary of potential risks or impacts to the Commonwealth that are associated with the non-conformity(ies).
7. The Commonwealth may in its sole discretion agree, in writing, to accept alternative and equivalent reports or certifications in lieu of a SOC report.

C. Security Requirements

1. The Licensor shall conduct a third-party independent security/vulnerability assessment at its own expense on an annual basis.
2. The Licensor shall comply with the Commonwealth's directions/resolutions to remediate the results of the security/vulnerability assessment to align with the standards of the Commonwealth.
3. The Licensor shall use industry best practices to protect access to the system with a firewall and firewall rules to prevent access by non-authorized users and block all improper and unauthorized access attempts.
4. The Licensor shall use industry best practices to provide applicable system intrusion detection and prevention in order to detect intrusions in a timely manner.
5. The Licensor shall use industry best practices to provide applicable malware and virus protection on all servers and network components.
6. The Licensor shall limit access to Commonwealth-specific systems, data and services and provide access only to those staff, located in the United States, that must have access to provide services proposed.
7. The Licensor shall provide the Services, using security technologies and techniques in accordance with industry best practices and the Commonwealth's ITPs set forth in Attachment 1, including those relating to the prevention and detection of intrusions, and any other inappropriate use or access of systems and networks.

D. Data Storage

1. The Licensor shall store all Commonwealth data in the United States.
2. The Licensor shall use industry best practices to update and patch all applicable systems and third-party software security configurations to reduce security risk. The Licensor shall protect their operational systems with applicable anti-virus, host intrusion protection, incident response monitoring and reporting, network firewalls, application firewalls, and employ system and application patch management to protect its network and customer data from unauthorized disclosure.
3. The Licensor shall be solely responsible for applicable data storage required.
4. The Licensor shall encrypt all Commonwealth data in transit and at rest.
5. The Licensor shall take all commercially viable and applicable measures to

protect the data including, but not limited to, the backup of the servers on a daily basis in accordance with industry best practices and encryption techniques.

6. The Licensor agrees to have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, to protect that data particularly in instances where such critical or sensitive data may be stored on a Licensor-controlled or Licensor-owned electronic device.
7. The Licensor shall utilize a secured backup solution to prevent loss of data, back up all data every day and store backup media. Stored backup media must be kept in an all-hazards protective storage safe at the worksite and when taken offsite. All back up data and media shall be encrypted.

E. Adherence to Policy

1. Licensor support and problem resolution solution shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for classification of each problem.
2. Licensor shall abide by the applicable Commonwealth's Information Technology Policies (ITPs), a list of the most relevant being attached hereto as Attachment 1.
3. Licensor shall comply with all pertinent federal and state privacy regulations.

F. Closeout

When the purchase order's or other procurement document's term expires or terminates, and a new purchase order or other procurement document has not been issued by a Commonwealth Agency to the Commonwealth Software Reseller within **sixty (60) days** of expiration or termination, or at any other time at the written request of the Commonwealth, the Licensor must promptly return to the Commonwealth all Commonwealth's data (and all copies of this information) that is in the Licensor's possession or control. The Commonwealth's data shall be returned in a format agreed to by the Commonwealth.

G. Data Breach or Loss

1. The Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the [Breach of Personal Information Notification Act](#), Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301—2329.
2. For Data and Confidential Information in the possession, custody, and control of the Contractor or its employees, agents, and/or subcontractors:

- (i) The Contractor shall report unauthorized access, use, release, loss, destruction or disclosure of data or Confidential Information (“Incident”) to the Commonwealth within one (1) hour of when the Contractor knows of or reasonably suspects such Incident, and the Contractor must immediately take all reasonable steps to mitigate any potential harm or further access, use, release, loss, destruction or disclosure of such data or Confidential Information.
 - (ii) The Contractor shall provide timely notice to all individuals that may require notice under any applicable law or regulation as a result of an Incident. The notice must be pre-approved by the Commonwealth. At the Commonwealth’s request, Contractor shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any Incident requiring notice.
 - (iii) The Contractor shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to Incidents.
- 3. As to data and Confidential Information fully or partially in the possession, custody, or control of the Contractor and the Commonwealth, the Contractor shall diligently perform all of the duties required in this section in cooperation with the Commonwealth, until the time at which a determination of responsibility for the Incident, and for subsequent action regarding the Incident, is made final.

ATTACHMENT 1

Information Technology Policies (ITPs) for Outsourced/Licensor(s)-hosted Solutions

ITP Number - Name	Policy Link
ITP_ACC001- Accessibility Policy	http://www.oa.pa.gov/Policies/Documents/itp_acc001.pdf
ITP_APP030- Active Directory Architecture	http://www.oa.pa.gov/Policies/Documents/itp_app030.pdf
ITP_BUS007- Enterprise Service Catalog	http://www.oa.pa.gov/Policies/Documents/itp_bus007.pdf
ITP_BUS010-Business Process Management Policy	http://www.oa.pa.gov/Policies/Documents/itp_bus010.pdf
ITP_BUS011-Commonwealth Cloud Computing Services Requirements	https://www.oa.pa.gov/Policies/Documents/itp_bus011.pdf
ITP_BUS012-Artificial Intelligence General Policy	https://www.oa.pa.gov/Policies/Documents/itp_bus012.pdf
ITP_INF000- Enterprise Data and Information Management Policy	http://www.oa.pa.gov/Policies/Documents/itp_inf000.pdf
ITP_INF001- Database Management Systems	http://www.oa.pa.gov/Policies/Documents/itp_inf001.pdf
ITP_INF006- Commonwealth County Code Standard	http://www.oa.pa.gov/Policies/Documents/itp_inf006.pdf
ITP_INF009- e-Discovery Technology Standard	http://www.oa.pa.gov/Policies/Documents/itp_inf009.pdf
ITP_INF010- Business Intelligence Policy	http://www.oa.pa.gov/Policies/Documents/itp_inf010.pdf
ITP_INF011- Reporting Policy	http://www.oa.pa.gov/Policies/Documents/itp_inf011.pdf
ITP_INF012- Dashboard Policy	http://www.oa.pa.gov/Policies/Documents/itp_inf012.pdf
ITP_INFRM001- The Life Cycle of Records: General Policy Statement	http://www.oa.pa.gov/Policies/Documents/itp_infrm001.pdf
ITP_INFRM004- Management of Web Records	http://www.oa.pa.gov/Policies/Documents/itp_infrm004.pdf
ITP_INFRM005- System Design Review of Electronic Systems	http://www.oa.pa.gov/Policies/Documents/itp_infrm005.pdf
ITP_INFRM006- Electronic Document Management Systems	http://www.oa.pa.gov/Policies/Documents/itp_infrm006.pdf
ITP_INT_B_1- Electronic Commerce Formats and Standards	http://www.oa.pa.gov/Policies/Documents/itp_int_b_1.pdf
ITP_INT_B_2- Electronic Commerce Interface Guidelines	http://www.oa.pa.gov/Policies/Documents/itp_int_b_2.pdf
ITP_INT006- Business Engine Rules	http://www.oa.pa.gov/Policies/Documents/itp_int006.pdf
ITP_NET004- Internet Protocol Address Standards	http://www.oa.pa.gov/Policies/Documents/itp_net004.pdf
ITP_NET005- Commonwealth External and Internal Domain Name Services (DNS)	http://www.oa.pa.gov/Policies/Documents/itp_net005.pdf
ITP_PRV001- Commonwealth of Pennsylvania Electronic Information Privacy Policy	http://www.oa.pa.gov/Policies/Documents/itp_prv001.pdf
ITP_SEC000 - Information Security Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec000.pdf
ITP_SEC002- Internet Accessible Proxy Servers and Services	http://www.oa.pa.gov/Policies/Documents/itp_sec002.pdf
ITP_SEC003- Enterprise Security Auditing and Monitoring	http://www.oa.pa.gov/Policies/Documents/itp_sec003.pdf
ITP_SEC004- Enterprise Web Application Firewall	http://www.oa.pa.gov/Policies/Documents/itp_sec004.pdf
ITP_SEC006- Commonwealth of Pennsylvania Electronic Signature Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec006.pdf
ITP_SEC007- Minimum Standards for IDs, Passwords and Multi-Factor Authentication	http://www.oa.pa.gov/Policies/Documents/itp_sec007.pdf
ITP_SEC008- Enterprise E-mail Encryption	http://www.oa.pa.gov/Policies/Documents/itp_sec008.pdf
ITP_SEC009- Minimum Contractor Background Checks Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec009.pdf
ITP_SEC010- Virtual Private Network Standards	http://www.oa.pa.gov/Policies/Documents/itp_sec010.pdf

ITP Number - Name	Policy Link
ITP_SEC011- Enterprise Policy and Software Standards for Agency Firewalls	http://www.oa.pa.gov/Policies/Documents/itp_sec011.pdf
ITP_SEC013- Identity Protection and Access Management (IPAM) Architectural Standard and Identity Management Services	http://www.oa.pa.gov/Policies/Documents/itp_sec013.pdf
ITP_SEC015- Data Cleansing	http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf
ITP_SEC017- Copa Policy for Credit Card Use for e-Government	http://www.oa.pa.gov/Policies/Documents/itp_sec017.pdf
ITP_SEC019- Policy and Procedures for Protecting Commonwealth Electronic Data	http://www.oa.pa.gov/Policies/Documents/itp_sec019.pdf
ITP_SEC020- Encryption Standards for Data at Rest	http://www.oa.pa.gov/Policies/Documents/itp_sec020.pdf
ITP_SEC021- Security Information and Event Management Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec021.pdf
ITP_SEC023- Information Technology Security Assessment and Testing Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec023.pdf
ITP_SEC024- IT Security Incident Reporting Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec024.pdf
ITP_SEC025- Proper Use and Disclosure of Personally Identifiable Information (PII)	http://www.oa.pa.gov/Policies/Documents/itp_sec025.pdf
ITP_SEC029- Physical Security Policy for IT Resources	http://www.oa.pa.gov/Policies/Documents/itp_sec029.pdf
ITP_SEC031- Encryption Standards for Data in Transit	http://www.oa.pa.gov/Policies/Documents/itp_sec031.pdf
ITP_SEC032- Enterprise Data Loss Prevention (DLP) Compliance Standards	http://www.oa.pa.gov/Policies/Documents/itp_sec032.pdf
ITP_SEC034- Enterprise Firewall Rule Set	http://www.oa.pa.gov/Policies/Documents/itp_sec034.pdf
ITP_SEC037- Identity Proofing of Online Users	http://www.oa.pa.gov/Policies/Documents/itp_sec037.pdf
ITP_SEC038- Commonwealth Data Center Privileged User IAM Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec038.pdf
ITP_SFT000- Software Development Life Cycle (SDLC) Policy	http://www.oa.pa.gov/Policies/Documents/itp_sft000.pdf
ITP_SFT001 Software Licensing	http://www.oa.pa.gov/Policies/Documents/itp_sft001.pdf
ITP_SFT002 Commonwealth of PA Website Standards	http://www.oa.pa.gov/Policies/Documents/itp_sft002.pdf
ITP_SFT003- Geospatial Enterprise Service Architecture	http://www.oa.pa.gov/Policies/Documents/itp_sft003.pdf
ITP_SFT004 Geospatial Information Systems (GIS)	http://www.oa.pa.gov/Policies/Documents/itp_sft004.pdf
ITP_SFT005- Managed File Transfer (MFT)	http://www.oa.pa.gov/Policies/Documents/itp_sft005.pdf
ITP_SFT007- Office Productivity Policy	http://www.oa.pa.gov/Policies/Documents/itp_sft007.pdf
ITP_SFT008- Enterprise Resource Planning (ERP) Management	http://www.oa.pa.gov/Policies/Documents/itp_sft008.pdf
ITP_SFT009- Application Development	http://www.oa.pa.gov/Policies/Documents/itp_sft009.pdf
ITP_SYM003- Off-Site Storage for Commonwealth Agencies	http://www.oa.pa.gov/Policies/Documents/itp_sym003.pdf
ITP_SYM004- Policy for Establishing Alternate Processing Sites for Commonwealth Agencies	http://www.oa.pa.gov/Policies/Documents/itp_sym004.pdf
ITP_SYM006- Commonwealth IT Resources Patching Policy	http://www.oa.pa.gov/Policies/Documents/itp_sym006.pdf
ITP_SYM008- Server Virtualization Policy	http://www.oa.pa.gov/Policies/Documents/itp_sym008.pdf
ITP_SYM010- Enterprise Services Maintenance Scheduling	http://www.oa.pa.gov/Policies/Documents/itp_sym010.pdf

CONTRACT CHANGE REQUEST PROCEDURES

A. General

This document describes the process and procedures to be followed by Commonwealth and Contractor when either Party wishes to make a Change (the "**Change Control Procedures**"). The Parties may, by joint agreement, amend or waive any part of the Change Control Procedures including, but not limited to, where the Parties agree that shorter or longer time frames are more appropriate.

B. Definitions

The definitions for the Change Request Form and the actual form are located in table 1 at the end of this document.

C. Objectives

The objectives of the Change Control Procedures are as follows:

1. To review each request for a Change (a "**Change Request**") to determine whether such Change is appropriate;
2. To determine whether a Change is within the scope of the Services or constitutes a New Service or is considered to be a change to the in-scope Services without constituting a change in the scope;
3. To prioritize all Change Requests;
4. To minimize the risk of exceeding both time and cost estimates, if any, associated with the requested Change by identifying, documenting, quantifying, controlling, managing and communicating:
 - a. Change Requests,
 - b. the routing for approval of Change Requests, and
 - c. their disposition;
5. To document a Change whether or not such Change results in any extra charge.

D. Change Requests

Either Contractor or Commonwealth may initiate a Change Request by uploading the completed Change Request Form, referenced in Section F, to the SharePoint Contract Change Request Library. The Change Request Form provides areas for a description, justification and impact to such change. Commonwealth will assign a unique number to any such request and will enter demographic data applicable to that Change Request in the Change Request Log as described in Section E below. Each Change Request that is prepared will be tracked by reference number applied to the Change Request to which it relates.

Each Party's respective Contract Compliance Manager or his/her nominated representatives will be responsible for reviewing and considering any Change Request.

E. Effectiveness of a Change

1. Signed Change Requests:

Upon the signature of a Change Request by both parties, the contents of such Change will be deemed to be agreed and incorporated into the Contract on the date of the last signature or as the Parties may otherwise agree. All services added or modified by a Change Request will be “Services” under the Contract, and the performance of Change Request will in all respects be governed by the Contract. Except as expressly provided herein, no part of the discussions or interchanges between the Parties will obligate the Parties to approve any Change or will constitute an amendment or waiver of the Contract unless and until reflected in a Change Request and adopted in accordance with this agreement.

Neither Party will have any obligation to commence or comply with any Change, perform services that would be covered by any Change, or pay any Charges that would be covered by any Change, until such time as the Parties have signed the appropriate Change Request.

2. Acceptance Criteria:

Commonwealth’s acceptance of, and payment for, work under other Change Requests will be subject to Commonwealth’s approval that such work materially complies with the mutually agreed objective acceptance criteria set forth in the Change Request during an acceptance period designated in the Change Request. If Contractor’s work under a Change Request does not comply, Contractor will correct such work and resubmit the Change for Commonwealth’s acceptance.

F. Change Request Log

1. The Commonwealth will maintain the Change Request Log which will consist of, but not limited to, the following fields:
 - a. Number of the Change Request;
 - b. Name of the originating Party;
 - c. A brief description of the Change;
 - d. The current status of the Change; and
 - e. Date of registration of the Change Request in the Change Request Log.
2. The Commonwealth will provide the Contractor access to the log for reviews and report generation.
3. The status of the Change Request at any stage in Change Control Procedures will be one of the following:
 - a. Approved - change request is approved for signature
 - b. CMP - change request has been signed, schedules have been updated and are correct and services can be implemented
 - c. Pending Compliance, Supplier, Service Owner, or Management/OA Legal - change request is being reviewed by designated party for decision
 - d. Rejected
 - e. Cancelled - change request is no longer required
 - f. Under review - CCR is ON HOLD pending discussions or solution

G. Contract Change Request Form (CCR) (Form below not to be used when submitting a change, formal template provided)

OA/OIT – Contract Compliance – Contract Change Control

Contract Change Request Form

Change Request Number and Name:	VEN_CCR_	Related CR, Schedule, Contract Section #:	
Date Created:		Date Submitted to COPA:	
Description (Brief):			
Priority:	☐ URGENT	☐ ORDINARY	☐ LOW
Status: (Please Check)	Approved ☐	Pending ☐	Rejected ☐
		Cancelled ☐	Completed ☐
Category: (Please Check)	Data Ops ☐	Voice Ops ☐	Security ☐
		ESMS ☐	Support ☐
			Contract X ☐
REQUESTOR INFORMATION			
Requestor:			
Requestor Email:			
Requestor Phone Number:			
Date Change Requested:			
COPA CONTACT INFORMATION			
COPA Contact:			
COPA Email:			
COPA Phone Number:			
Date Submitted:			
Target Date:			
SERVICES AFFECTED			
Service Name:			
Product Code:	Code:	☐ New Service	☐ Change Existing Service
FOR EACH PRODUCT CODE			
Unit Price:			
Amt of Increase/Decrease:			
☐ Increase * – (Reference Cost Impact Study)	☐ Decrease * - (Reference Cost Impact Study)	☐ Revised	☐ New Catalog Entry – Add new codes to Product Cat.
			☐ No Unit Price Change
COST IMPACT			
Cost Impact – (None, brief description or attached doc):			
Technology: (check all that apply):	☐ New	☐ Revised	☐ Hardware
			☐ Software
SAP Account Information, if applicable:	SAP Fund:	SAP Cost Center:	
Performance Impact:			
Business Justification:			
(*) NOTE: All statements that affect billing must be immediately forwarded to the Comptroller upon acceptance			

Commonwealth of PA

Supplier

Authorized Signature, Title

Bureau

Date: _____

Authorized Signature, Title

Department/Division

Date: _____

Table 1: Change Request Form Definitions

The data to be filled in on the Change Request Form are the following: Change Request Information	Comments
Change Request Number and Name	Chronological number of the Change requests plus a name that gives it meaning
Related CR/Contract Section #	Previous related CCR or Section of the contract affected by the change
Date Created	Date of creation of the Change Request
Date Submitted to COPA	Date when the Change Request was submitted to the Commonwealth
Description (Brief)	High level explanation of the Change Request
Priority	Priority options are Urgent, Ordinary, or Low
Status	The status of the change request, as described in section 3.0
Category	The change request is classified in one of the following categories: Data Ops, Voice Ops, Security, ESMS, Support or other contract (will be inserted at CCR review.
Requestor	Name of individual requesting the change
Requestor Email	Email address of the individual requesting the change
Requestor Phone Number	Phone number of the individual requesting the change
Date Change Requested	Date that the change is actually requested
COPA Contact	Individual from the Commonwealth who is the Point of contact for the Commonwealth in regards to this Change Request
COPA Email	Email address for the Commonwealth POC
COPA Phone Number	Phone number for the Commonwealth POC
Date Submitted	Date when the Change Request was submitted to the Commonwealth
Target Date	Date at which Commonwealth is expecting the Change to be implemented
Service Name	Name of the Service affected by the Change Request
Product Code	Code of the product/service and whether or not this is new or change to an existing service
Unit Price	The unit price of the product/service
Amt of Increase/Decrease	The amount of increase or decrease in price, plus whether this is a revision or new catalog entry or no unit price change
Cost Impact (None, brief description or attached doc)	Identify the cost impact of the requested change
Technology	Identify whether the technology is: new, revised, hardware, and/or software – check all that apply
SAP Account Information (if Applicable)	The SAP Fund and Cost Center
Performance Impact	Identify whether performance will be impacted by the requested change
Business Justification	The business justification for the Change Request

Contract Compliance Contract Change Control – Narrative

Step	Description	Owner
1	Supplier uploads Contract Change Request (CCR) into the SharePoint Supplier CCR Tracking Log.	Supplier
2	SharePoint notifications are sent to user as each new document has been uploaded to the CCR Libraries (log files).	CoPA
3	Contract Compliance reviews CCR – ensures it complies with agreement; validates all associated documents; identifies issues that may need supplier response and ensures the form has all required information to process the request.	CoPA
4	If CCR appears to have all information required to approve the request, proceed to Step 5. If CCR is not complete and/or requires clarification/response from supplier, proceed to Step 4a.	CoPA
4a.	Identify required information/clarification on the CCR and notify the supplier there is a need for additional information on the CCR.	CoPA
4b.	Supplier checks out the document, modifies the CCR with the requested information, checks CCR back in and process continues by returning to Step 2.	Supplier
5	CCR is routed to Subject Matter Expert(s) (SME) for review and approval.	CoPA
6	SME(s) review – if needed will check out document and identify concerns, add comments and check-in for continued approval routing.	CoPA
7	Compliance receives SharePoint notification that document has been checked in.	CoPA
8	Compliance reviews comments.	CoPA
9	Compliance responds to comments as necessary.	CoPA
10	Ready for Management/OA Legal review? If CCR is ready for Management/OA Legal review, proceed to Step 11. If CCR is not ready for Management/OA Legal review, proceed to Step 10a.	CoPA
10a.	Compliance prepares CCR for Supplier comment. Go to step 4a.	CoPA
11	CCR routed to Management/OA Legal for review.	CoPA
12.	Is CCR Approved? If CCR is approved, proceed to Step 13. If CCR is not approved, proceed to Step 10a.	CoPA
13.	Compliance notifies Supplier that CCR is ready for signature	CoPA
14.	Supplier signs and returns CCR to Compliance for OA signature.	Supplier
15.	Compliance adds CoPA signature and PDF's the CCR and associated documents and sends notification of CCR approval.	CoPA



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

STATE

DocuSigned by:

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

David Bezzant Vice President

Type or Print Name and Title

[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. 10/20/2020

(Revision 04 October 2018)

Plan # of Feature #	Plan or Feature Description	Monthly Cost Before Discount	Discount Percentage	NAIPO Value/Post Monthly Cost (net 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/weekend minutes included	provider to provider minutes included	cost per minute overage - any time	cost per minute overage - night / weekend	Pooled	measurement for billing	qty included	features after how much monthly usage	Pooled	average unit measurement?	coverage 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 overage	cost per unit of overage	data network??		features after how much monthly usage	Plan or Feature Rules & Restrictions		
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	\$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	N/A	N/A	N/A	N/A	Yes	Smartphones	GB data	Unlimited	N/A	N/A	High speed	10GB	•Unlimited data. Speeds slow at 30GB allotment. •Smartphone Mobile Hotspot. Speeds slow at 30GB allotment. •Data Wash up to 20GB •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	5G/4G LTE/3G	N/A	N/A	N/A	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 GB allotment. •Smartphone Mobile Hotspot. Speeds slow at GB allotment. •Data Wash up to 20GB •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	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 GB allotment. •Smartphone Mobile Hotspot. Speeds slow at GB allotment. •Data Wash up to 20GB •Merge On optimized video •Domestic data roaming •Music Freedom •For Smartphone and BB10 devices only.	Yes
N00A7A		\$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	N/A	N/A	N/A	N/A		Smartphone	No Data Service	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 Gogo Inflight Wi-Fi (unlimited Rights/Usages) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes
60V1PLUS	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	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	•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 Gogo Inflight Wi-Fi (unlimited Rights/Usages) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes	
63P1L02	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	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	•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 Gogo Inflight Wi-Fi (unlimited Rights/Usages) •Name ID •Voicemail to Text •Unlimited domestic data roaming	Yes	
63P1L0M	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	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	•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	
67M124T	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	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	•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	
67M124M	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	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	•Unlimited 4G LTE device data •11GB 4G LTE Smartphone Mobile Hotspot (3G speeds after that) •Unlimited HD video streaming (must be activated via T-Mobile app or Any T-Mobile) •2X faster Simple Global data roaming (up to 254kps) •Unlimited domestic data roaming •ONE Plus Voice also includes the following: •Gogo In-Flight (unlimited Rights/Usages) •Name ID •Voicemail to Text	Yes	
67M1P12	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	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	•Unlimited 4G LTE device data •11GB 4G LTE Smartphone Mobile Hotspot (3G speeds after that) •Unlimited HD video streaming (must be activated via T-Mobile app or Any T-Mobile) •2X faster Simple Global data roaming (up to 254kps) •Unlimited domestic data roaming •ONE Plus Voice also includes the following: •Gogo In-Flight (unlimited Rights/Usages) •Name ID •Voicemail to Text	Yes	
17V100B06	802 SC STBN 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 BDN Discount	Yes		
17V140B06	802 SC STBN 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 BDN Discount	Yes		
17V100B01	802 SC STBN 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 BDN Discount	Yes		
17V100B06	802 SC STBN 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 BDN Discount	Yes		

[illegible]

SP24T542	Government Unlimited Plus Mobile Internet for Tablets w/3G/4G Hotspot Device Subsidy 2.0 (Level 1) Unlimited 4G LTE device data Unlimited messaging 4G/4G 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 4G/4G is used Sample Global –Unlimited 2G data at 2x speeds in 220+ destinations (up to 250Mbps) 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 250Mbps	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)				
SP24T543	Government Unlimited Plus Mobile Internet for Tablets w/3G/4G Hotspot Device Subsidy 2.0 (Level 1) Unlimited 4G LTE device data Unlimited messaging 4G/4G 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 4G/4G is used Sample Global –Unlimited 2G data at 2x speeds in 220+ destinations (up to 250Mbps) 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 250Mbps	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)				
SP24T544	Government Unlimited Plus Mobile Internet for Tablets w/3G/4G Hotspot Device Subsidy 2.0 (Level 1) Unlimited 4G LTE device data Unlimited messaging 4G/4G 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 4G/4G is used Sample Global –Unlimited 2G data at 2x speeds in 220+ destinations (up to 250Mbps) 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 250Mbps	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)				
SP24T545	Government Unlimited Plus Mobile Internet for Tablets w/3G/4G Hotspot Device Subsidy 2.0 (Level 1) Unlimited 4G LTE device data Unlimited messaging 4G/4G 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 4G/4G is used Sample Global –Unlimited 2G data at 2x speeds in 220+ destinations (up to 250Mbps) 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 250Mbps	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)				
SP24T546	Government Unlimited Plus Mobile Internet for Tablets w/3G/4G Hotspot Device Subsidy 2.0 (Level 1) Unlimited 4G LTE device data Unlimited messaging 4G/4G 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 4G/4G is used Sample Global –Unlimited 2G data at 2x speeds in 220+ destinations (up to 250Mbps) 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 250Mbps	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 1.1GB 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)	\$34.00	10%	\$29.56	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G 250Mbps	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	KB	Unlimited	Feature Dependent	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G 250Mbps	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	KB	Unlimited	2GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G 250Mbps	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	KB	Unlimited	6GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G 250Mbps	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 1 - 1.1 GB Hotspot Unlimited 4G LTE device data Unlimited messaging 1.1 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 1.1 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	1.1GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G 250Mbps	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes	
SP21T549	First Responder Unlimited for Tablets 2.0 Subsidy 2 - 1.1 GB Hotspot Unlimited 4G LTE device data Unlimited messaging 1.1 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 1.1 GB is used Sample Global Statewide International Unlimited Testing Mobile Without Borders	\$63.00	10%	\$59.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18	Unlimited	1.1GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G 250Mbps	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Tablet	N/A	N/A	N/A	N/A	N/A	N/A	New Activations Only	Yes	

USP95L02	First Responder Unlimited for iPhone 2.0 Subsidy 1 Unlimited talk and text Not subject to the far usage prioritization threshold 30 data GIG (add below) includes: Unlimited 4G LTE device data Unlimited domestic data roaming Unlimited video streaming at 480p Unlimited 3G speed Smartphone Mobile hotspot after 1.1 GB is used (up to 400 Mbps) 11 GB 4G LTE Smartphone Mobile hotspot Domestic International Unlimited Testing Sample Global Mobile Without Borders Usage in Right 1 hour (Unlimited Rights) \$44.00 10% \$39.60 N/A N/A Unlimited Unlimited Unlimited N/A N/A N/A N/A 48 Unlimited 12GB N/A N/A N/A N/A 5G/4G LTE/3G/2G/LTE/4G+ Unlimited Unlimited N/A N/A N/A N/A Yes Smartphone N/A N/A N/A N/A N/A N/A New Activations Only/Requires One of the below data 3G/4G 4G+ Yes
USP95L02	First Responder Unlimited for iPhone 2.0 Subsidy 2 Unlimited talk and text Not subject to the far usage prioritization threshold 30 data GIG (add below) includes: Unlimited 4G LTE device data Unlimited domestic data roaming Unlimited video streaming at 480p Unlimited 3G speed Smartphone Mobile hotspot after 1.1 GB is used (up to 400 Mbps) 11 GB 4G LTE Smartphone Mobile hotspot Domestic International Unlimited Testing Sample Global Mobile Without Borders Usage in Right 1 hour (Unlimited Rights) \$58.00 10% \$52.20 N/A N/A Unlimited Unlimited Unlimited N/A N/A N/A N/A 48 Unlimited 12GB N/A N/A N/A N/A 5G/4G LTE/3G/2G/LTE/4G+ Unlimited Unlimited N/A N/A N/A N/A Yes Smartphone N/A N/A N/A N/A N/A N/A New Activations Only/Requires One of the below data 3G/4G 4G+ Yes
USP95L02	First Responder Unlimited for iPhone 2.0 Subsidy 3 Unlimited talk and text Not subject to the far usage prioritization threshold 30 data GIG (add below) includes: Unlimited 4G LTE device data Unlimited domestic data roaming Unlimited video streaming at 480p Unlimited 3G speed Smartphone Mobile hotspot after 1.1 GB is used (up to 400 Mbps) 11 GB 4G LTE Smartphone Mobile hotspot Domestic International Unlimited Testing Sample Global Mobile Without Borders Usage in Right 1 hour (Unlimited Rights) \$60.00 10% \$54.00 N/A N/A Unlimited Unlimited Unlimited N/A N/A N/A N/A 48 Unlimited 12GB N/A N/A N/A N/A 5G/4G LTE/3G/2G/LTE/4G+ Unlimited Unlimited N/A N/A N/A N/A Yes Smartphone N/A N/A N/A N/A N/A N/A New Activations Only/Requires One of the below data 3G/4G 4G+ Yes
USP95L12	First Responder Unlimited Plus for Tablets 2.0 Subsidy 1 - 4G GB hotspot Unlimited 4G LTE device data Unlimited messaging 4G GB 4G LTE Smartphone Mobile hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the far usage prioritization threshold Unlimited 4G LTE device data Unlimited 3G speed Smartphone Mobile hotspot after 4.5 GB is used Sample Global - Unlimited 3G data at 2x speeds in 120+ destinations (up to 250Mbps) Domestic International Unlimited Testing Mobile Without Borders Usage in Right 1 hour (Unlimited Rights) \$81.00 10% \$72.90 N/A N/A N/A N/A N/A N/A N/A 48 Unlimited 45GB N/A N/A N/A N/A 5G/4G LTE/3G/2G/LTE/4G+ Unlimited Unlimited N/A N/A N/A N/A Yes Tablet N/A N/A N/A N/A N/A N/A New Activations Only Yes
USP95L12	First Responder Unlimited Plus for Tablets 2.0 Subsidy 3 - 4G GB hotspot Unlimited 4G LTE device data Unlimited messaging 4G GB 4G LTE Smartphone Mobile hotspot Unlimited HD video streaming at 1080p (must be activated) Unlimited domestic data roaming Not subject to the far usage prioritization threshold Unlimited 4G LTE device data Unlimited 3G speed Smartphone Mobile hotspot after 4.5 GB is used Sample Global - Unlimited 3G data at 2x speeds in 250+ destinations (up to 250Mbps) Domestic International Unlimited Testing Mobile Without Borders Usage in Right 1 hour (Unlimited Rights) \$93.00 10% \$83.70 N/A N/A N/A N/A N/A N/A N/A 48 Unlimited 45GB N/A N/A N/A N/A 5G/4G LTE/3G/2G/LTE/4G+ Unlimited Unlimited N/A N/A N/A N/A Yes Tablet N/A N/A N/A N/A N/A N/A New Activations Only Yes
USP95L02	First Responder Unlimited for iPhone 2.0 Subsidy 1 Unlimited talk and text Not subject to the far usage prioritization threshold 30 data GIG (add below) includes: Unlimited 4G LTE device data Unlimited domestic data roaming Unlimited video streaming at 480p Unlimited 3G speed Smartphone Mobile hotspot after 1.1 GB is used (up to 400 Mbps) 11 GB 4G LTE Smartphone Mobile hotspot Domestic International Unlimited Testing Sample Global Mobile Without Borders Usage in Right 1 hour (Unlimited Rights) \$46.00 10% \$41.40 N/A N/A Unlimited Unlimited Unlimited N/A N/A N/A N/A 48 Unlimited 12GB N/A N/A N/A N/A 5G/4G LTE/3G/2G/LTE/4G+ Unlimited Unlimited N/A N/A N/A N/A Yes Smartphone N/A N/A N/A N/A N/A N/A New Activations Only/Requires One of the below data 3G/4G 4G+ Yes
USP95L02	First Responder Unlimited for iPhone 2.0 Subsidy 2 Unlimited talk and text Not subject to the far usage prioritization threshold 30 data GIG (add below) includes: Unlimited 4G LTE device data Unlimited domestic data roaming Unlimited video streaming at 480p Unlimited 3G speed Smartphone Mobile hotspot after 1.1 GB is used (up to 400 Mbps) 11 GB 4G LTE Smartphone Mobile hotspot Domestic International Unlimited Testing Sample Global Mobile Without Borders Usage in Right 1 hour (Unlimited Rights) \$58.00 10% \$52.20 N/A N/A Unlimited Unlimited Unlimited N/A N/A N/A N/A 48 Unlimited 12GB N/A N/A N/A N/A 5G/4G LTE/3G/2G/LTE/4G+ Unlimited Unlimited N/A N/A N/A N/A Yes Smartphone N/A N/A N/A N/A N/A N/A New Activations Only/Requires One of the below data 3G/4G 4G+ Yes
USP95L02	First Responder Unlimited for iPhone 2.0 Subsidy 3 Unlimited talk and text Not subject to the far usage prioritization threshold 30 data GIG (add below) includes: Unlimited 4G LTE device data Unlimited domestic data roaming Unlimited video streaming at 480p Unlimited 3G speed Smartphone Mobile hotspot after 1.1 GB is used (up to 400 Mbps) 11 GB 4G LTE Smartphone Mobile hotspot Domestic International Unlimited Testing Sample Global Mobile Without Borders Usage in Right 1 hour (Unlimited Rights) \$60.00 10% \$54.00 N/A N/A Unlimited Unlimited Unlimited N/A N/A N/A N/A 48 Unlimited 12GB N/A N/A N/A N/A 5G/4G LTE/3G/2G/LTE/4G+ Unlimited Unlimited N/A N/A N/A N/A Yes Smartphone N/A N/A N/A N/A N/A N/A New Activations Only/Requires One of the below data 3G/4G 4G+ Yes
GGOPR01	General Fleet Management Base Plan GPS location, VIN, Driver ID, and basic ICM support worldwide \$15.00 10% \$13.50 N/A N/A N/A N/A N/A N/A N/A 48 Unlimited N/A N/A N/A N/A N/A 5G/4G LTE/3G/2G/LTE/4G+ Unlimited N/A N/A N/A N/A N/A No Details Device N/A N/A N/A N/A N/A N/A Unlimited data 4G/5G/3G/2G/1G/4G+ Canada and Mexico countries (all) Yes
GGOPR01	General Fleet Management Regulatory Plan Hours of Service, ITC and Temperature Monitoring functionality over the Base plan. General toward existing fleets in meeting a range of compliance regulations in the USA and Canada \$23.00 10% \$20.70 N/A N/A N/A N/A N/A N/A N/A 48 Unlimited N/A N/A N/A N/A N/A 5G/4G LTE/3G/2G/LTE/4G+ Unlimited N/A N/A N/A N/A N/A No Details Device N/A N/A N/A N/A N/A N/A Unlimited data 4G/5G/3G/2G/1G/4G+ Canada and Mexico countries (all) Yes
GGOPR01	General Fleet Management Pro Plan The ProPlan plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including EV data worldwide \$29.00 10% \$26.10 N/A N/A N/A N/A N/A N/A N/A 48 Unlimited N/A N/A N/A N/A N/A 5G/4G LTE/3G/2G/LTE/4G+ Unlimited N/A N/A N/A N/A N/A No Details Device N/A N/A N/A N/A N/A N/A Unlimited data 4G/5G/3G/2G/1G/4G+ Canada and Mexico countries (all) Yes
GGOPR01	General Fleet Management Pro Plus Plan The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including EV data worldwide \$35.00 10% \$31.50 N/A N/A N/A N/A N/A N/A N/A 48 Unlimited N/A N/A N/A N/A N/A 5G/4G LTE/3G/2G/LTE/4G+ Unlimited N/A N/A N/A N/A N/A No Details Device N/A N/A N/A N/A N/A N/A Unlimited data 4G/5G/3G/2G/1G/4G+ Canada and Mexico countries (all) Yes
GGOPR02	EmpowerED Program 2GB Mobile Internet Unlimited data (speeds slow at 4G allotment) Mobile hotspot (speeds slow at 4G allotment) Sample Global 2GB Domestic data roaming Sample Global Mobile Without Borders Music Freedom All recurring taxes and fees included in MRC \$0.00 0% \$0.00 N/A N/A N/A N/A N/A N/A N/A 48 Unlimited 2GB N/A N/A N/A N/A 5G/4G LTE/3G/2G/LTE/4G+ Unlimited Unlimited N/A N/A N/A N/A Yes Internet Connected Licensee Day N/A N/A N/A N/A N/A N/A EmpowerED application required from qualified educational institution Yes

Requirements for the Government Unlimited Rate Plan and the All-in-One and First Responder Government Rate Plans with **Subsidy Allowance: Smartphones**

Each line of service must be activated in accordance with the following conditions:

- Each line of service must be activated within 30 days of activation of the first line of service in the Unlimited Rate Plan. Each line of service must be activated within the first 24 months from the date of activation without any suspension or termination of any kind of service (the "Subsidy Term").
- Each line of service must remain active, without suspension, for a 30-day period following the activation ("Minimum Activation Period").
- Each line of service must be activated in accordance with the terms of the agreement.
- The Subsidy cannot be combined with any other discounts, credits or promotional offers, and
- Customer's account with T-Mobile must be in good standing to receive the subsidy.

Customer's account with T-Mobile may be terminated if any other offer 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 Subsidy 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 12 months following activation, and if T-Mobile has credited the Subsidy to the Customer's account, then Customer must reimburse T-Mobile for 50% of the Subsidy). Customer's account with T-Mobile may be terminated before the end of the Subsidy Term within 30 days of termination of the line of service or, if T-Mobile may agree Customer for the Activation Credits issued for each terminated line of service within 30 days of termination of the line of service.

***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/empowered>

Requirements to qualify for Subsidy allowance 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 (or plan listed in its Master Account. Each line of service must be activated and maintained for at least the Subsidy Term without any suspension or termination of any kind of service that terminates 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 (31: Police Protection 92230, (31: Fire Protection 92216), (31: Ambulance Services 82316). First eligibility determinations are in T-Mobile's discretion.**

***Project 200Million**
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. Roaming not available. Annual data service ends at earlier of 100GB or 365 days; monthly data service ends at 100GB on 512 plan. Excessive switching between data allotments may be limited. Monthly Regulatory Programs (RPP) & Text Recovery Fee (TRF) totaling \$1.18 per data only line (\$0.15 for RPP & \$1.03 for TRF) apply to post paid 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) & Text 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 based 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 Talk: 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 saved in some countries. Charges apply for calls to other countries. Call forwarding only to U.S. numbers. Partial minutes/megabytes rounded up. Not speeds available up to monthly allotment, including tethering. Estimated on-smartphone 4G LTE data option includes 14 GB of tethering; then, slowed to up to 2G speeds through 90% 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 MyGoSafe Application is subject to acceptance of the GoSafe End User Agreement Terms and Conditions presented to Customer upon first log-in to the MyGoSafe Application ("GoSafe Terms"). Customer may log-in to the MyGoSafe Application at <http://www.go-safe.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

09/09/2020

Type or Print Name and Title

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 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.

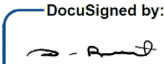
2. T-Mobile and NASPO will coordinate with the Other Sprint 1907 Entities under the Sprint NASPO Agreement #1907 to migrate accounts to Participating Addenda under the T-Mobile NASPO Agreement. The preferred migration methods will be through either the execution of an amendment with each of the Other 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:

7/1/2019 (original starting date)

6/30/2024 (current ending date)

8/11/2024 **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.

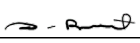
4. Effective Date of Amendment: 2/14/2019

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:

 Christopher Jennings, 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

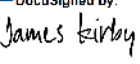
Contact Name: David Bezzant Phone Number: +1 602-512-5006 Email: David.Bezzant@T-Mobile.com

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

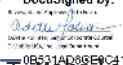
DocuSigned by:

 54RF389356F9490
 Contractor's signature Date


 Aug 16, 2019
 Director, Division of Purchasing Date

Reviewed and Approved as to Form:

James Kirby
 Type or Print Name and Title

Vice President

DocuSigned by:

 0B531AD08E9C41C
 T-Mobile USA, Inc. Legal Dept.

7/17/2019



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@naspovaluepoint.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's 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.

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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 (\$999999.999)

MA176-1 Attachment H
NASPO ValuePoint Cooperative Contract Detailed Sales Report

☐ No Quarterly Sales

Contractor:

Quarter:

endor Name	endor Contract Number	State	Customer Type	bill to Agency	bill to City bill to State	bill to ipcode	Acct or Customer nvoice Date invoice	roduct Description CRU Lines	CRU Minutes CRU Text CRU Data	monthly service cost	Equipment Lease Rental Cost	Total cost monthly service lease rentale Admin Fee
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NASPO ValuePoint Cooperative Contract Detailed Sales Report

Contractor:

Quarter:

endor Name	endor Contract Number	State	Customer Type	nvoice Date	RU Lines	Total Cost	Admin Fee
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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	lan	lan Description	Discount Eligibile	Access Cost efore Discount	ncluded in lan						Notes
					Voice		Data		Text	subsidi ed	
					Minutes	Pooled	GB	Pooled	Qty	Device	

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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 (\$999999.999)
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:

Quarter:

☐ No Quarterly Sales

Vendor Name	Contract Number	Contract Date	Customer Name	Bill to Name	Bill to Address	Bill to City	Bill to State	Bill to Zip	Product Code	Order Number	Order Date	Product Name	Product Description	Commodity Code	Unit Price	Net Price	Net Total Price	Admin Fee	EPEAT	Energy Star
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Provider lists each Make / Model of equipment sold and the quantity sold of each.

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MA176-1

Attachment L

Wireless Data, Voice and Accessories

Network Technology Questionnaire

Network Technology Questionnaire

REDACTED VERSION

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

REDACTED VERSION

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 Satellitephones.

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:

- 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. A wholesale upgrade for 4G LTE services in the wide area,
- b. A high-capacity local distribution solution for a 4G wide area network,
- c. Some combination of the two,
- d. A fixed wireless solution for business or residential Internet access,
- e. 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.

REDACTED VERSION

CJ18012 Wireless Data, Voice and Accessories RFP Attachment L: Network Technology Questionnaire

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 byyou-	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 %

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:

- Communicating through their cellular base station
- Communicating directly with one another (through Proximity Services)
- 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: _____



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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.CSW.P.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.



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Wireless Data, Voice, and Accessories
Attachment V
Category 3 Subcategory Definitions

tem	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 ntegration/Mobile Substitution Solutions	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. 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.



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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	×		

C18020 Wireless Voice, Data and Accessories Attachment C: Cooksheet											
Award Category 3 Cooksheet											
Instructions: Offeror, Please fill out all fields in this cook book. Do not fill in, modify or delete any other cells. The value in Cell C5 will be used to determine cost points in the evaluation for Award Category 1. All rates in Columns C and K must be filled in with your offering that meets the minimum requirements of the scenario descriptions below. Scenarios left blank on this form constitute a non responsive proposal and will be rejected for Award Category 1. Please provide a detailed description of the plans that meet each scenario including all relevant information for end users. All plans submitted in this Attachment must be included in Attachment C.											
Vendor Name:		T-Mobile USA, Inc.		Subsidized Device Scenarios							
Scenario	Description Offeror provides a device along with the rate plan. Pricing is for 1 device/line as applicable per scenario.	Rate (\$ per month)	Usage Weight	Weighted Cost	OFFEROR NOTES Describe plan attributes and characteristics per the instructions*.	Scenario	Description Offeror provides own device separately. Pricing is for 1 device/line as applicable per scenario.	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 MSRP 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 allowances available) • Unlimited minutes • Unlimited messaging • Unlimited data with 2 GB high-speed • Smartphone Mobile Hotspot: Speeds slow at 1GB allotment. • Simple Global • Statewide International Unlimited Testing • Mobile Without Borders • Bing On optimized video • Domestic data roaming • Music Freedom Pricing includes the 16N 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 MSRP 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 16N NASPO discount.
3	Smartphone - 300 minutes of voice, unlimited data & messaging	\$20.00	0.357	\$7.14	T-Mobile provides a tablet 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 16N NASPO discount.
4	Smartphone - unlimited data, voice & messaging	\$34.44	0.048	\$1.65	T-Mobile ONE for Government Unlimited • Includes a 24x7-365 device subsidy • 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 16N NASPO discount. We also offer a \$53.00 or \$64.00 (before AVG) 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 line 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 15% of the subsidy amount for each month 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 9 months following activation, and if T-Mobile has issued a credit of \$200 for such line, then Customer will reimburse T-Mobile \$300 (i.e. 50% (\$200/month x \$200) for such terminated line). Customer may	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 de-prioritization • 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 16N NASPO discount.
5	data only - low - 150 kb	\$8.40	0.014	\$0.12	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.	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 16N 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 16N 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 computable 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 M0 Unlimited • Unlimited High-speed Mobile Internet Data • Unlimited domestic messaging • Domestic data roaming • Simple Global • Statewide International Unlimited Testing • Music Freedom Pricing includes the 16N NASPO discount.
Total				\$24.14		Total				\$1.41	
Grand Total (C14 x C24)				\$24.14							
Subsidized Device Scenario 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 most current in stock device • Data and/or device will be pulled from account post • *Plan 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 • *Plan must contribute to overall account post • *Unlimited data from the previous month may roll over into the next month's allowance • *Plan 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 older than one generation removed from most current model • *Data must not throttle before at least 20 gigs of data have been used in the current month • *Unlimited data from the previous month may roll over into the next month's allowance • *Plan 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 not throttle before at least 20 gigs of data have been used in the current month • *Plan 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 older than one generation removed from most current model • *Data must not throttle before at least 20 gigs of data have been used in the current month • *Unlimited data from the previous month may roll over into the next month's allowance • *Plan 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 post • *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 older than one generation removed from most current model • *Data must not throttle before at least 20 gigs of data have been used in the current month • *Plan 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 • *Plan includes unlimited messaging from the US to other countries						
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 older than one generation removed from most current model • *Data must contribute to overall account post • *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 post • *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 older than one generation removed from most current model • *Data must contribute to overall account post • *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 post • *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 older than one generation removed from most current model • *Data must not throttle before at least 20 gigs 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 gigs of data have been used in the current month						
Catalog Discount Offering											
Offerors are encouraged to offer a discount off of their offerings under award category 1. Offerors pricing in the scenarios above would reflect this discount. This information will also be scored as a technical/scorable criteria (Attachment E). Please Provide a percentage off, if applicable and include a description of what plans, or part of plans this discount will apply to. This information will become part of any Master Agreement that results from this solicitation.											
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 16N NASPO discount applies to the rate plans listed above in Category 1.									
ILU Discount Offering											
Offerors are encouraged to offer an Individual Liable (ILU) Discount defined in Section 5 of the Scope of Work (Attachment B). This information will also be scored as a technical/scorable criteria (Attachment E). Please Provide a percentage off, if applicable and include a description of what plans, or part of plans this discount will apply to. This information will become part of any Master Agreement that results from this solicitation.											
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) • eSIM ID • Voice to text • No-cost DIGITS® number with each line									

CJ18020 Wireless Voice, Data and Accessories Attachment C: Costsheets

Award Category 2 Costsheets

Instructions: Offeror, Please fill out all fields in this color below. Do not fill in, modify or delete any other cells. The value in Cell H55 will be used to determine cost points in the evaluation for Award Category 2. Please fill in your top 3 selling items in each item number. Items 1-5 are required to be filled in to be considered for Award Category 2. If items 1-5 are not filled in on this sheet, the proposal will be considered nonresponsive for Award Category 2. Items 6-16 are for informational purposes, but will be included in the contract if awarded. "Price per Unit" in Column E is your price quote for your proposal. MSRP may be filled in if applicable. If you offer a percentage off of a category or make please indicate so and include this information in your notes. This will become part of the contract if awarded. In the cost proposal, contractor must specify a minimum discount off contractor list price that will be offered to participating entities for each type of equipment or accessory that meets the requirements of this contract. If there is no discount please indicate so. Catalog items to follow in MA formation.

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

Offerors are encouraged to offer an Individual Liable (ILU) Discount defined in Section 5 of the Scope of Work (Attachment B). This information will also be scored as a technical scorable criteria (Attachment E). Please Provide a percentage off, if applicable and include a description of what plans, or part of plans this discount will apply to. This information will become part of any Master Agreement that results from this solicitation.

Description	Percentage Off (%)	What aspects of plans does this discount apply to? Please be specific.
Percentage off discount rate offered to ILU accounts	\$0.00	Promotional offerings at the time of purchase may apply.

CJ18020 Wireless Voice, Data and Accessories Attachment C: Costsheets				
Category 3A: Fleet Management Costsheets				
Instructions: Offeror, Please fill out all fields in this color below. The value in Cell D30 will be used to determine cost points in the evaluation of your Fleet Management offering. Although only basic Fleet Management costs will be used to evaluate cost, offeror shall make available their full suite of Fleet Management services should they be awarded under this contract.				
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 defined 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		

CJ18020 Wireless Voice, Data and Accessories Attachment C: Costsheets				
Category 3B: Mobile Device Management Costsheets				
Instructions: Offeror, Please fill out all fields in this color below. The value in Cell D30 will be used to determine cost points in the evaluation of your Mobile Device Management offering. Although only basic Mobile Device Management costs will be used to evaluate cost, offeror shall make available their full suite of Mobile Device Management services should they be awarded under this contract.				
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	\$3.25	\$390.00	Support Only with Premium Support. Alternative MDM Solutions available for further discussions.
	100	\$3.25	\$3,900.00	Support Only with Premium Support. Alternative MDM Solutions available for further discussions.
	500	\$3.25	\$19,500.00	Support Only with Premium Support. Alternative MDM Solutions available for further discussions.
	1000	\$3.25	\$39,000.00	Support Only with Premium Support. Alternative MDM Solutions available for further discussions.
Total Annual Recurring Cost			\$62,790.00	
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		\$2,500.00	One Time Installation Fee for all users.
	100		\$2,500.00	One Time Installation Fee for all users.
	500		\$2,500.00	One Time Installation Fee for all users.
	1000		\$2,500.00	One Time Installation Fee for all users.
Total Installation and Set Up Cost			\$10,000.00	
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	\$72,790.00
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Consultative Hourly Rate (this rate will be included in the contract)	\$0.00
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CJ18020 Wireless Voice, Data and Accessories Attachment C: Costsheets				
Category 3C: Mobile Integration Costsheets				
Instructions: Offeror, Please fill out all fields in this color below. The value in Cell D30 will be used to determine cost points in the evaluation of your Mobile Integration offering. Although only Basic Mobile Integration Features will be used to evaluate cost, offeror shall make available their full suite of Mobile Integration services should they be awarded under this contract.				
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	
Consultative Hourly Rate (this rate will be included in the				
			\$0.00	

Questions for team:
1. Do we want same quantity tiers as we designated for MDM?

CJ18020 Wireless Voice, Data and Accessories Attachment C: Costsheets

Award Category 3-D through 3-N Costsheets

Instructions: Offeror, Please fill out all fields in this color below. You may add lines for more products if applicable. Do not fill in, modify or delete any other cells. The value in Cell E13 will be used to determine cost points in the evaluation for Award Categories 3-D through 3-N. Offeror shall provide a Minimum Discount % for each Award Category it is seeking an award in. A vendor will be deemed non-responsive for any award category (3-D through 3-N) it does not provide a Minimum Discount % of at least greater than 0%. When proposing your minimum discount % off, do not provide a percentage range. Provide single values. Any deviation from this format may result in disqualification of your proposal. Minimum Discount % provided herein shall apply to all products offered/referenced in detail listings for the given service Award Category. Please submit one of these tabs for each subcategory of award you are proposing.

Vendor Name:

T-Mobile USA, Inc.

	<i>Product Name</i>	<i>Product Description</i>	<i>Characteristics of Product</i>	<i>Percentage Off Discount (%)</i> *	<i>Notes</i>
	IoT	Internet of Things Solutions	Internet of Things Solutions		T-Mobile in-house IoT Solutions are eligible for the 16% discount.
	Priority ONE	Public Safety Solution	Public Safety Solution		Priority ONE for First Responders with no de-prioritization
	Enterprise IP/SMTP Messaging	Enterprise Messaging	Enterprise Messaging		
	Enterprise Static IP/Private APN	Static IP/Private APN	Static IP/Private APN		Static IP/Private APN Set up may apply.
				\$16.00	

*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

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Attachment G: Plan Coverage
(This Attachment is intended to cover CRI plans only)
Carrier lists every plan and feature available under the NEXUS ValuePlan contract, and provides full details of the plan or feature.
FEE in each column for each plan or feature included. Items "not applicable" or "N/A" for any column that does not apply to a specific plan or feature.
Plans used in the OFFER column: Attachment C can be ordered on this Attachment.

[illegible]

