

PARTICIPATING ADDENDUM
for
Wireless Data, Voice and Accessories
(Led by the State of Utah)
Between
The State of Delaware and T-Mobile USA, Inc.
Contract # MA176

Vendor Name: T-Mobile USA, Inc.

Delaware Contract Number: GSS20384-CELL_DATA_SVC
Wireless Data, Voice and Accessories

1. SCOPE

- a. This Participating Addendum is made between the State of Delaware, Office of Management and Budget, Government Support Services ("State" or "Participating Entity") and **T-MOBILE USA, INC.** ("Contractor"), to establish a contract for the procurement of Wireless Voice, Data & Accessories pursuant to the NASPO ValuePoint Master Agreement No. MA176 led by the State of Utah, as amended ("Master Agreement").
- b. Under Delaware Code, Title 29 §6933 and §6987, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services, or professional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.
- c. The requirements herein are in addition to those in the executed NASPO Value Point Master Agreement and shall continue through **August 11, 2024**. At the sole discretion of Government Support Services, this Participating Addendum may further be extended to include any renewals or extensions as agreed to, by and between NASPO Value Point and T-Mobile USA, Inc.
- d. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use state/entity contracts may be subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to NASPO ValuePoint rules and policies, entities in those states without a State Participating Addendum to the Master Agreement are eligible to participate in the Master Agreement to the extent not prohibited by their state and local procurement laws and regulations. Further, participation shall be governed by 29 Del. C. 69, § 6910 Applicability. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. Purchasing Entities may issue individual Purchase Orders against this Participating Addendum on an as-needed basis. Purchasing Entity(ies) will immediately notify Contractor of any change in its eligibility to purchase under this Participating Addendum. Contractor reserves the right to terminate Purchase Orders pursuant to this Participating Addendum if at any time it is determined that a Purchasing Entity is not eligible to purchase under this Participating Addendum.

- e. This Participating Addendum consists of and precedence is established by the order of the following documents:
 - (1) This Participating Addendum, including the Attachments; and
 - (2) Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

2. CHANGES

a. **MANDATORY INSURANCE REQUIREMENTS (29 Del. C. § 6929)**

Contractor must obtain at its own cost and expense and keep in force and effect during the term of this Participating Addendum, including all extensions, the minimum coverage limits specified below with a carrier authorized in the State where operations are performed and with a current AM Best rating of at least A-VIII. Contractor must carry the following coverage depending on the type of service or product being delivered.

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Contractor pursuant to this Participating Addendum as well as all units used by Contractor, regardless of the identity of the registered owner, used by Contractor for completing the Work required by this Participating Addendum to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 - 1. \$1,000,000 combined single limit each accident, for bodily injury;
 - 2. \$250,000 for property damage to others;
 - 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage if required by law;
 - 4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. § 2118; and

The Contractor must carry Professional Liability including Technology Errors & Omissions with a limit of \$3,000,000 each claim and aggregate.

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

Before any work is done pursuant to this Participating Addendum, the Certificate of Insurance, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

State of Delaware
Government Support Services
Contract No: **GSS20384-CELL_DATA_SVC**
600A S. Bay Road
Dover, DE 19901-4604

Nothing contained herein shall restrict or limit the Contractor's right to procure insurance coverage in amounts higher than those required by this Participating Addendum.

To the extent that Contractor has complied with the terms of this Participating Addendum and has procured insurance coverage for all vehicles Leased and/or operated by Contractor as part of this Participating Addendum, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature with respect to the negligent acts or willful misconduct of Contractor.

In no event shall the State of Delaware be named as an additional insured on any policy required under this Participating Addendum.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

b. RESERVED

c. RESERVED

d. SEVERABILITY

If any term or provision of this Participating Addendum is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Participating Addendum, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

e. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Contractor at its own expense.

f. PATENTED DEVICES, MATERIAL AND PROCESSES

1. The Contractor shall provide for the right to use any patented design, device, material, or process provided by the Contractor or as necessary for the Contractor to satisfy its obligation under this Participating Addendum.
2. The Contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this Participating Addendum.

g. STATE OF DELAWARE BUSINESS LICENSE

Prior to commence performance under this agreement, the Contractor shall either furnish Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application, where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P. O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone: 302-577-8778.
<http://revenue.delaware.gov/services/BusServices.shtml>

Information regarding the State of Delaware's decision to enter into this Participating Addendum will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

h. EMERGENCY TERMINATION OF PARTICIPATING ADDENDUM

1. Due to restrictions which may be established by the United States Government on material, or work, this Participating Addendum may be terminated for convenience by the cancellation of all or portions of this Participating Addendum.
2. In the event the Contractor is unable to obtain the material required to complete the items of work included in this Participating Addendum or related Purchase Order(s) because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or this Participating Addendum and/or related Purchase Order(s) may be terminated for convenience.

i. INDEMNIFICATION

1. General Indemnification

The Contractor will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims of third parties, together with all costs, expenses for attorney's fees, arising from personal injury, death, or damage to tangible property out of the Contractor's, its agents, and employees' negligent act(s), error(s), omission(s) or willful misconduct in connection with this Participating Addendum.

2. Proprietary Rights Indemnification

In the event of any claim, suit or action by any third party in the United States against the State of Delaware alleging that Products (as defined below) as provided infringe any third-party patent or copyright or contain misappropriated third-party trade secrets, the State of Delaware shall promptly notify the Contractor in writing, and Contractor shall defend such claim, suit or action at Contractor's expense, and Contractor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful. Contractor's obligations under this section will not apply to the extent that the infringement or violation is caused by (A) functional change or other specifications that were provided or requested by the State of Delaware, or (B) the State's continued use of infringing services after Contractor provides reasonable notice to the State of the infringement.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Contractor (collectively "Products") is or in Contractor's reasonable judgment is likely to be, held to constitute an infringing product, Contractor shall at its expense and option proceed sequentially through the mitigation steps identified below:

- a. Procure the right for the State of Delaware to continue using the Product(s); Replace the product with a non-infringing equivalent that satisfies all the requirements of this Participating Addendum;
- b. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of

this Participating Addendum, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing; or

c. Terminate the Products.

j. NON-PERFORMANCE

In the event the Contractor does not fulfill its obligations under the terms and conditions of this Participating Addendum, following any applicable cure periods the State of Delaware may proceed with termination of this Participating Addendum, and the ordering agency may purchase equivalent product on the open market.

k. RESERVED

l. RESERVED

m. REQUIRED REPORTS

One of the primary goals in administering this Participating Addendum is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of this Participating Addendum and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment C) shall be furnished in an Excel format and submitted electronically, no later than the 45th (or next business day after the 45th day) of each quarter for the prior calendar quarter usage, detailing the purchasing of all items and/or services on this Participating Addendum. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to vendorusage@delaware.gov, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full quarter, contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured, and prices paid. Contractor shall exclude from reports or aggregate as applicable any information for non-State agencies classified as Personally Identifiable information (PII) or Customer Proprietary Network Information (CPNI). Reports are required quarterly, including those with "no spend". Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of this Participating Addendum. Failure to provide the report with the minimum required information may also negate any extension clauses of this Participating Addendum. Additionally, if the Contractor is determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with [Executive Order 49](#), the State of Delaware is committed to supporting its diverse business industry and population. The Contractor will be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this Participating Addendum; however, there is not a direct spend percentage requirement pursuant to this Participating Addendum. The reported data elements shall include but not be limited to; name of state contract/project, type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service-disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment D. The parties agree that Contractor will provide Subcontracting 2nd Tier reporting which shall include

indirect spend amounts (spend not directly related to services under this Participating Addendum) based on diverse classifications and will not be required to include supplier names, addresses, contact information, or tax identifications on the reporting.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@delaware.gov or the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if this Participating Addendum has expired by the report due date.

n. DELAWARE ECONOMIC IMPACT

Contractor shall provide an annual report of the economic impact of their operations in Delaware. This report shall be submitted by February 15th of each calendar year and shall report on the immediately prior one full calendar year of operations.

The following basic information is required under this Participating Addendum:

- # of Delaware Locations
- # of Delaware Employees
- Annual Taxes, licenses & Fees Paid to Delaware
 - This may be payroll, franchise, service taxes, etc.
- Major Delaware Investments/ Partnerships
 - Amount paid to Major partners or Suppliers in Delaware
 - Highlight of Delaware MWBE, Veteran, Small Business (SBA criteria) and Disabled Veteran partnerships/ supply chain
 - Utility Expenses paid to Delaware utilities

The report shall be submitted to contracting@delaware.gov.

o. INDEPENDENT CONTRACTORS

The Contractor is an independent contractor to one another, and nothing herein shall be deemed to cause this Participating Addendum to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

p. RESERVED

q. RESERVED

r. RESERVED

s. CONTRACTOR BACKGROUND CHECK REQUIREMENTS

If Contractor has access state property or will come in contact with vulnerable populations, including children and youth, it shall complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at: <https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of this Participating Addendum but may provide support or off-site premises service for contract contractors. Should an individual be identified, and the Contractor believes its employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Contractor shall provide a list of all employees serving this Participating Addendum and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of this Participating Addendum. A violation of this condition represents a violation of the terms and conditions of this Participating Addendum, and may subject the Contractor to penalty, including cancellation for cause of this Participating Addendum.

Individual Purchase Orders may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work and agreed to in writing by the Contractor or be a matter of common law. The Contractor shall be responsible for the background check requirements of any authorized Subcontractor providing service to an agency pursuant to this Participating Addendum.

t. RESERVED

u. SERVICING SUBCONTRACTORS

1. Contractor may use Subcontractors or Distributors under this Participating Addendum for sales and service functions as defined herein.
2. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Servicing Subcontractors.
3. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting and administrative requirements.
4. For the purposes of this Participating Addendum, Servicing Subcontractors are classified as follows:
 - a. "Authorized Reseller"
 - i. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
 - ii. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative requirements.
 - iii. All purchase documents to Authorized Resellers shall reference this Participating Addendum Number and **T-Mobile USA, Inc.** as the Contractor.
 - b. "Agent"
 - i. Agents are only authorized to provide quotes, sales assistance, configuration guidance and ordering support for products and associated services offered under this Participating Addendum.
 - ii. Agents are not authorized to accept orders or payments.

5. As an additional clarification with respect to subcontractors, the Parties agree that third-parties that have entered into any subcontracts or other business arrangements with Contractor, including affiliates, roaming partners, local exchange carriers, suppliers, subcontractors or any third-party agents, for the purposes of providing products and services to Contractor's customers generally, as opposed to the State specifically, are not considered Servicing Subcontractors under the terms of this Participating Addendum.

v. ORDERING PROCEDURE

Contractor is required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the Contractor directly for all required resources. All consumables delivered by the Contractor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, or computer on-line systems. All Purchase Orders **must** include the State's contract number.

The terms and conditions of this Participating Addendum or the Master Agreement will not be modified or superseded by any terms and conditions in an ordering agency(s)-generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Participating Addendum.

w. BILLING

The Contractor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. Per *Del. C. § 6516 (d) (4)*, the Contractor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this Participating Addendum. Contractors shall be required to report opportunities to enhance the discounts achieved.

x. METHOD OF PAYMENT

1. For each P.O. issued as part of this Participating Addendum, the State will pay Contractor monthly, within thirty (30) days of receipt of the Contractor's billing, the amount which is legitimately earned by the Contractor.
Final settlement for total payment to the Contractor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.
2. The agencies or school districts using this Participating Addendum will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under this Participating Addendum. Contractors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under this Participating Addendum. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should the Contractor wish to provide a financial incentive to not process payment by P-Card, they

are to prepare a proposal to clearly outline any incentives for alternative payment methods the Contractor is willing to accept.

y. FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, email, telephone, or State of Delaware's credit card shall serve as the authorization to proceed with work in accordance with the work specifications and the special instructions, once it is received by the Contractor.

z. MINIMUM WAGE RATES

To the extent applicable, work performed under this Participating Addendum may fall under the [State of Delaware Minimum Wage Rates](http://dia.delawareworks.com/labor-law/prevaling-wage.php) or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: <http://dia.delawareworks.com/labor-law/prevaling-wage.php>

aa. RESERVED

bb. DISPUTE RESOLUTION

At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Participating Addendum promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Participating Addendum. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Participating Addendum shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Each party shall continue to perform its obligations under the Participating Addendum pending final resolution of the dispute. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

cc. REMEDIES

Except as otherwise provided in this Participating Addendum, including but not limited to Section bb above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this Participating Addendum, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

dd. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

As a central contract, this Participating Addendum shall include individual orders from state agencies and other entities authorized by law to procure from this Participating Addendum. The individual orders may be terminated as follows:

1. Termination for Cause

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this Participating Addendum, the Agency shall have the right to terminate an individual P.O. (but not the Participating Addendum) by giving written notice to the Contractor of the failure and a reasonable opportunity to cure within 15 business days from receipt of notice ("Cure Period"). If Contractor fails to cure within the Cure Period, and the Agency provides the Contractor with written notice of Contractor's failure to cure, then the Agency may terminate the P.O. specifying the effective date thereof, at least five (5) days before the effective date of such termination.

2. Termination for Convenience

The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. If the Agency terminates the P.O. for convenience, the Agency must pay Contractor all fees and charges for services rendered and equipment already provided to and accepted by the Agency through the effective date of termination.

3. Termination for Non-appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the Purchase Order, in whole or part, the Purchase Order shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. The Agency will give the Contractor written notice of any termination for non-appropriation as soon as reasonably possible following the Agency's notification of non-appropriation. This is not a termination for convenience and will not be converted to such.

ee. TERMINATION OF PARTICIPATING ADDENDUM

As a central contract, this Participating Addendum may be terminated as follows by Government Support Services.

1. Termination for Cause

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Participating Addendum, or if the Contractor violates any of the covenants, agreements, or stipulations of this Participating Addendum, the State shall thereupon have the right to terminate this Participating Addendum, after providing Contractor a reasonable opportunity to cure such failure which shall generally not be less than thirty (30) days, and by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination.

On receipt of this Participating Addendum cancellation notice from the State, the Contractor shall have not less than thirty (30) days to provide a written response and may identify a method(s) to resolve the violation(s). If the State accepts the Contractor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Contractor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Contractor successfully rectifies the

original violation(s). At its discretion, the State may reject in writing the Contractor's proposed action plan and proceed with the original Participating Addendum cancellation timeline.

2. Termination for Convenience

The State may terminate this Participating Addendum at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. If the State terminates the Participating Addendum for convenience, the State must pay Contractor all fees and charges for all services rendered and equipment already provided to and accepted by the State through the effective date of termination.

3. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue this Participating Addendum, in whole or part, this Participating Addendum shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. The Agency will give the Contractor written notice of any termination for non-appropriation as soon as reasonably possible. This is not a termination for convenience and will not be converted to such.

ff. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this Participating Addendum shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Participating Addendum; provided, however, that the State agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Participating Addendum. The Contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

gg. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this Participating Addendum shall not be effective, and no party shall be bound by the term of this Participating Addendum, unless and until a valid executed purchase order has been approved by the State of Delaware Secretary of Finance, and all reasonable procedures of the State of Delaware Department of Finance have been complied with. A separate purchase order shall be issued for every project or order. Any terms and conditions appearing in any purchase order or in any acknowledgment or acceptance of a purchase order that are inconsistent with, or in addition to (except as such additional terms are required by law) the terms and conditions of this Participating Addendum shall be void and of no effect.

hh. ASSIGNMENT OF ANTITRUST CLAIMS

The Contractor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding only the specific goods or services purchased or acquired for the State pursuant to this Participating Addendum. Upon either the State's or the Contractor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Contractor shall meet and confer about coordination of representation in such action.

ii. AUDIT ACCESS TO RECORDS

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Participating Addendum to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the State, upon reasonable request, such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under this Participating Addendum during reasonable business hours. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Participating Addendum during reasonable business hours. The State must obtain a non-disclosure agreement, in a form mutually agreed to by the State and the Contractor, from any individual or entity providing assistance with review of records as allowed in this provision. The cost of any audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the Contractor's own resources and not charged to this Participating Addendum or Purchase Order cost or cost pools indirectly charging costs.

jj. RESERVED**kk. SUBCONTRACTS**

Subcontracting is permitted under this Participating Addendum.

The Contractor shall be responsible for compliance by the subcontractor or reseller with all terms, conditions and requirements of the Master Agreement and this Participating Addendum and with all local, State and Federal Laws. The Contractor shall be liable for any noncompliance by any subcontractor or reseller. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

II. CONTRACTOR EMERGENCY RESPONSE POINT OF CONTACT

The Contractor shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty-four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the Contractor.

In the event of a serious emergency, pandemic, or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Participating Addendum. Payments are subject to appropriation and other payment terms.

mm. POTENTIAL CONTRACT OVERLAP

Contractors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or

goods or services to be solicited and subsequently awarded that overlap this Participating Addendum.

nn. SUPPLEMENTAL SOLICITATION

The State reserves the right to advertise a supplemental solicitation during the term of this Participating Addendum if deemed in the best interest of the State.

oo. CONFIDENTIALITY AND DATA INTEGRITY

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored: e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency/School District data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information. With respect to Contractor's (its affiliates, agents, contractors, and partners) use, access, or transfer of Customer Proprietary Network Information ("CPNI") as defined in Federal Communications Commission regulations, Contractor agrees such use, access, or transfer is not, and will not be carried out except as required to perform Contractor's obligation under the Participating Addendum, or as permitted by law.

The Contractor is required to agree to the requirements in the CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT; Attachment E attached and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

pp. SECURITY

As computer, network, and information security are of paramount concern, the State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. Therefore, the Contractor is guaranteeing that any systems or software meets or exceeds the Top 20 Critical Security controls located at <http://www.sans.org/critical-security-controls/>.

qq. TAX EXEMPTION

- a. In accordance with the Internal Revenue Service regulations, the State of Delaware is generally exempt from federal excise tax for communications, certain fuels, sales by manufacturers and the tax on heavy trucks, trailers, and tractors. More detail is included in IRS Publication 510 Excise Taxes located at <https://www.irs.gov/publications/p510>. Per IRS regulations, all exemption certificates must be specific to the vendor and the type of excise tax. If an exemption certificate is requested by a vendor, the Division of Accounting will work with the agency and vendor to complete the appropriate certificate. Such taxes shall not be included in prices quoted. Such taxes shall not be included in prices quoted.

rr. RESERVED

ss. DOCUMENT EXECUTION

The State of Delaware requires a new vendor to complete the registration process through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN

or EIN) and Applicant (supplier) name are submitted to the Internal Revenue Service for “matching”/ If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant’s responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000.

tt. APPLICABLE LAW AND JURISDICTION

This Participating Addendum, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Contractor submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

3. SOFTWARE TERMS AND CONDITIONS

Purchasing Entities 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.

4. TECHNOLOGY EVOLUTION.

- a. In the normal course of technology evolution and enhancement, Contractor continually updates 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, Contractor will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in this Participating Addendum to the contrary, Contractor reserves the right, in its sole and reasonable discretion, after providing the notice set forth in subsection 4.b below, to: (a) migrate the Purchasing Entity to a replacement technology; or (b) discontinue any Services, Products, the Network, or any related technology without either Party being in breach of this Participating Addendum (or Purchase Order as applicable) or incurring early termination liability relating to the discontinuance of the affected Services, Products, the Network, or any related technology. T-Mobile and Purchasing Entity will work together in good faith to mitigate adverse impacts to Customer as a result of the changes described in this Section. If after the parties work in good faith, the changes instituted by T-Mobile continue to have material adverse impact on Purchasing Entity, Purchasing Entity may terminate impacted Services or Products without liability by giving T-Mobile at least thirty (30) days prior written notice.
- b. If Contractor takes any action set forth in subsection 4.a above, Contractor will provide no less than 60 days’ advance notice reasonably designed to inform Purchasing Entity (if affected) of such pending action. The form of Contractor’s notice may include providing written notice to any address (a) Contractor 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 Participating Addendum for Participating Entity. The State agrees that such notice is reasonable and sufficient notice of Contractor's pending action.

5. PRIMARY CONTACTS

The primary government contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State Utah
 Contact: Marci Woodward
 Address: Capitol Hill, 3140 State Office Building S
 Salt Lake City, UT 84114
 Phone: 801-957-7145
 Email: mwoodward@utah.gov

Contractor T-Mobile USA, Inc.
 Contact: David Bezzant
 Address: 12920 SE 38th Street, Bellevue, WA 98006
 Phone: 480-638-2608
 Email: David.Bezzant@T-Mobile.com

Participating State - Delaware, Government Support Services
 Contact: Lisa Murphy
 Address: 600A S. Bay Road, Dover, DE 19901-4604
 Phone: 302-857-4555
 Fax: 302-739-3779
 Email: Lisa.Murphy@delaware.gov

6. ATTACHMENTS

The following documents are made part of this Participating Addendum:

Attachment A: Delaware Data Usage Terms and Conditions Agreement
Attachment B: Delaware Cloud Services Terms and Conditions Agreement
Attachment C: Sample Usage Report
Attachment D: Sample Subcontracting Quarterly Report
Attachment E: Confidentiality (Non-Disclosure) and Integrity of Data Agreement
Attachment F: The Office of Supplier Diversity (OSD)

7. CONTRACT NUMBER

The contract number for the State of Delaware is: GSS20384-CELL_DATA_SVC

This Participating Addendum and the Master Price Agreement, Number MA176, (administered by the State of Utah) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Contract, 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, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below:

State of Delaware

By:


Michael Bacu (Nov 27, 2023 09:18 EST)

Name:

Michael Bacu

Title:

Deputy Director

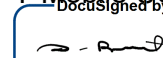
Date:

11/27/2023

Contractor:

T-Mobile USA, Inc.

By:


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Name:

David Bezzant

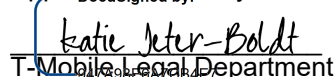
Title:

Vice President

Date:

11/17/2023

Approved in form by:


Katie Peter-Boldt
T-Mobile Legal Department

Attachment A


Delaware DATA USAGE TERMS AND CONDITIONS AGREEMENT
PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

Contract/Agreement #/name GSS20384-CELL DATA SVC, Wireless Data, Voice and Accessories
between State of Delaware and T-Mobile USA, Inc..

	Public Data	Non Public Data		DATA USAGE (DU) TERMS
DU1	✓	✓	Data Ownership	The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract, and determines the purposes and means of the processing of its user accounts' Personally Identifiable Information (as defined herein below). The PROVIDER shall not process State of Delaware user accounts' Personally Identifiable Information, or State of Delaware data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this Agreement, or (iv) at State of Delaware's written request. All call detail records (or "CDRs") generated by the PROVIDER under this Agreement shall become and remain property of the State of Delaware.
DU2	✓	✓	Data Usage	PROVIDER shall comply with the following conditions. At no time will any CDRs, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by PROVIDER or any party related to PROVIDER for subsequent use in any transaction. The PROVIDER will take reasonable steps to limit the use of, or disclosure of, and requests for, State of Delaware's CDRs to the minimum necessary to accomplish the intended purpose under this Agreement. PROVIDER may not use any CDRs collected in connection with the service issued from this proposal for any purpose other than providing the services under this Agreement, or otherwise performing its business purposes and obligations as documented under this Agreement. Protection of Personally Identifiable Information (PII, as defined in the State's <i>Terms & Conditions Governing Cloud Services</i> policy), privacy, and sensitive data shall be an integral part of the business activities of the PROVIDER to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. The PROVIDER shall reasonably safeguard the confidentiality, integrity, and availability of the State of Delaware's CDRs during the term of the Agreement. With respect to PROVIDER's (its affiliates, agents, contractors, and partners) use, access, or transfer of Customer Proprietary Network Information ("CPNI") as defined in Federal Communications Commission regulations, PROVIDER agrees such use, access, or transfer is not, and will not be carried out except as required to perform PROVIDER's obligations under the Agreement, or as permitted by law. Only duly authorized PROVIDER staff will have access to the State of Delaware data and may be required to obtain security clearance from the State of Delaware. No party related to the PROVIDER may retain any data for subsequent use in any transaction that has not been expressly authorized by the State of Delaware.

DU3	✓	✓	Termination and Suspension of Service	In the event of termination of the Agreement, the PROVIDER shall implement an orderly return (in CSV or XML or another mutually agreeable format), or shall guarantee secure disposal of State of Delaware's CDR, unless this requirement conflicts with applicable law. <i>Suspension of services:</i> During any reasonable period of suspension or contract negotiation or disputes, the PROVIDER shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State of Delaware data. <i>Termination of any services or agreement in entirety:</i> In the event of termination of any services or agreement in entirety, the PROVIDER shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State of Delaware CDRs for a period of 90 days after the effective date of the termination. Within this 90-day timeframe, vendor will continue to secure and back up State of Delaware CDRs covered under the contract. After such 90-day period, the PROVIDER shall have no obligation to maintain or provide any State of Delaware CDRs. Thereafter, unless legally prohibited, the PROVIDER shall dispose securely of all State of Delaware CDRs in its systems or otherwise in its possession or control, as specified herein. Post-Termination Assistance: In the event of termination of any services or Agreement in entirety, the State of Delaware shall be entitled to any post-termination assistance generally made available for up to 90 days with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.
DU4		✓	Data Disposition	At the end of this engagement, PROVIDER will account for and return all State CDRs generated by the PROVIDER under this Agreement in all of its forms (as applicable): disk, CD / DVD, tape, paper, for example. At no time shall any data or processes that either belong to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the PROVIDER. When required by the State of Delaware, and unless otherwise provided by applicable law, the PROVIDER shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) approved methods. If requested, the PROVIDER shall provide written certificates of destruction to the State of Delaware.
DU5		✓	Data Location	The PROVIDER shall not store, process, or transfer any non-public State of Delaware data outside of the United States, including for back-up and disaster recovery purposes. The PROVIDER will permit its personnel and subcontractors to access State of Delaware data remotely only as required to provide technical or call center support.

DU6		v	Breach Notification and Recovery	Excepting legal demands or obligations that preclude the PROVIDER from providing notice, the PROVIDER must notify the State of Delaware within 72 hours of any confirmed incident (in which the impact to the data has been verified) resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. If data is not encrypted (see DU7, below), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any confirmed incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's <i>Terms and Conditions Governing Cloud Services</i> policy) by PROVIDER or its subcontractors. The PROVIDER will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, the PROVIDER shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless.
DU7		v	Data Encryption	The PROVIDER shall encrypt all non-public data. Customer traffic data that must be stored at rest inside the PROVIDER cellular network while it is transiting the network or awaiting delivery is encrypted at rest for the time that it is in PROVIDER's possession and is destroyed when PROVIDER has completed delivery or the data is deemed undeliverable. The customer data traffic transiting PROVIDER's network is handled separately from customer account and personal information used for accounting, billing, and account management which is encrypted in transit and at rest and resides on a separate isolated and controlled network. The PROVIDER's encryption shall be consistent with validated cryptography standards as specified by National Institute of Standards and Technology (NIST) as secure for encryption of data in transit and at rest. PROVIDER'S current cryptographic policies require a secure mode of AES be used for symmetric encryption and that asymmetric encryption key sizes and modes meet, or exceed, the recommendations laid out by NIST.

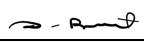
The terms of this Agreement shall be incorporated into the aforementioned contract. Any conflict between this Agreement and the aforementioned contract shall be resolved by giving priority to this Agreement. By signing this Agreement, the PROVIDER agrees to abide by the following applicable Terms and Conditions [check one]:

FOR OFFICIAL USE ONLY ☐ **DU 1 - DU 3 (Public Data Only)** OR ☐ **DU 1 - DU 7 (Non-public Data)**

PROVIDER Name/Address (print): T-Mobile USA, Inc.

Type text here 12920 S.E. 38th Street, Bellevue, WA 98006

PROVIDER Authorizing Official Name (print): David Bezzant

PROVIDER Authorizing Official Signature:  Date: 11/17/2023

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Attachment B



STATE OF DELAWARE
DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd., Dover, Delaware 19904

DELAWARE CLOUD SERVICES TERMS AND CONDITIONS AGREEMENT

PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

XaaS Contract # GSS20384-CELL DATA SVC, Wireless Data, Voice and Accessories Appendix _____

between State of Delaware and T-Mobile USA, Inc.

	Public Data	Non Public Data	Cloud Services (CS) Terms
			PROVIDER must satisfy Clause CS1-A OR Clauses CS1-B and CS1-C, AND Clause CS4 for all engagements involving non-public data. Clause CS2 is mandatory for all engagements involving non-public data. Clause CS3 is only mandatory for SaaS or PaaS engagements involving non-public data.
CS1-A		✓	Security Standard Compliance Certifications: The PROVIDER shall meet, and provide proof of, one or more of the following Security Certifications. - CSA STAR – Cloud Security Alliance – Security, Trust & Assurance Registry (Level Two or higher) - FedRAMP - Federal Risk and Authorization Management Program
CS1-B		✓	Background Checks: The PROVIDER must warrant that they will only assign employees and subcontractors who have passed a state-approved criminal background checks. The background checks must demonstrate that staff, including subcontractors, utilized to fulfill the obligations of the contract, have no convictions, pending criminal charges, or civil suits related to any crime of dishonesty. This includes but is not limited to criminal fraud, or any conviction for any felony or misdemeanor offense for which incarceration for a minimum of 1 year is an authorized penalty. The PROVIDER shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents. Failure to obtain and maintain all required criminal history may be deemed a material breach of the contract and grounds for immediate termination and denial of further work with the State of Delaware.
CS1-C		✓	Sub-contractor Flowdown: The PROVIDER shall be responsible for ensuring its subcontractors' compliance with the security requirements stated herein.
CS2		✓	Breach Notification and Recovery: Excepting legal demands or obligations that preclude the PROVIDER from providing notice, the PROVIDER must notify the State of Delaware within 72 hours of any confirmed incident (in which the impact to the data has been verified) resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. If data is not encrypted (<i>see</i> CS3, below), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any confirmed incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's <i>Terms and Conditions Governing Cloud Services</i> policy) by PROVIDER or its subcontractors. The PROVIDER will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; 3) reasonable diligence did not identify certain residents, in

	Public Data	Non Public Data	Cloud Services (CS) Terms
			PROVIDER must satisfy Clause CS1-A OR Clauses CS1-B and CS1-C, AND Clause CS4 for all engagements involving non-public data. Clause CS2 is mandatory for all engagements involving non-public data. Clause CS3 is only mandatory for SaaS or PaaS engagements involving non-public data.
			which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, the PROVIDER shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless.

CS3		✓	Data Encryption: The PROVIDER shall encrypt all non-public data. Customer traffic data that must be stored at rest inside the PROVIDER cellular network while it is transiting the network or awaiting delivery is encrypted at rest for the time that it is in PROVIDER's possession and is destroyed when PROVIDER has completed delivery or the data is deemed undeliverable. The customer data traffic transiting PROVIDER's network is handled separately from customer account and personal information used for accounting, billing, and account management which is encrypted in transit and at rest and resides on a separate isolated and controlled network. The PROVIDER's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology (NIST) as secure for encryption of data in transit and at rest. T-Mobile's current cryptographic policies require a secure mode of AES be used for symmetric encryption and that asymmetric encryption key sizes and modes meet, or exceed, the recommendations laid out by NIST.
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CS4	✓	✓	Notification of Legal Requests: The PROVIDER shall contact the State of Delaware upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. With regard to State of Delaware data and processes, the PROVIDER shall not respond to subpoenas, service of process, and other legal requests without first notifying the State unless prohibited by law from providing such notice.
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The terms of this Agreement shall be incorporated into the aforementioned contract. Any conflict between this Agreement and the aforementioned contract shall be resolved by giving priority to this Agreement. By signing this Agreement, the PROVIDER agrees to abide by the following applicable Terms and Conditions :

FOR OFFICIAL
USE ONLY

☐

CS4 (Public Data)

☐

CS1-A and CS4 (Non-Public Data) OR

☐

CS1-B and CS1-C and CS4 (Non-Public Data)

☐

CS2 (Non-public Data)

☐

CS3 (SaaS, PaaS – Non-public Data)

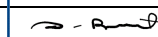
PROVIDER Name/Address (print): T-Mobile USA, Inc.

12920 SE 38th Street, Bellevue, WA 98006

PROVIDER Authorizing Official Name (print): David Bezzant

DocuSigned by:

PROVIDER Authorizing Official Signature:



Date: 11/17/2023

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SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Contractor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to vendorusage@delaware.gov. It shall contain the six-digit department and organization code for each agency and school district.

Attachment D

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																			
Subcontracting (2nd tier) Quarterly Report																			
Prime Name:							Report Start Date:												
Contract Name/Number							Report End Date:												
Contact Name:							Today's Date:												
Contact Phone:							*Minimum Required		Requested detail										
Vend or Name *	Vend or TaxI D*	Contra ct Name/ Numbe r*	Vend or Conta ct Name *	Vend or Conta ct Phon e*	Repo rt Start Date *	Repo rt End Date *	Amount Paid to Subcontrac tor*	Work Performed by Subcontra ctor UNSPSC	M/WB E Certifyi ng Agency	Veteran/Ser vice Disabled Veteran Certifying Agency	2nd tier Suppli er Name	2nd tier Suppli er Addre ss	2nd tier Suppli er Phone Numb er	2nd tier Suppli er email	Descript ion of Work Perform ed	2nd tier Suppli er Tax Id	Dat e Pai d		

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Contractor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorousage@delaware.gov.

Attachment E**DEPARTMENT OF TECHNOLOGY AND INFORMATION**

William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904-2407

CONFIDENTIALITY (NON-DISCLOSURE) AND INTEGRITY OF DATA AGREEMENT

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

I/we, as an employee(s) of T-Mobile USA, Inc. or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI except as required to perform Contractor's obligations under the Participating Addendum, or as required by law. Furthermore, I/we understand that I/we are to take all reasonable precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which results in, the unauthorized use, disclosure or modification of State data.

Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read DTI's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Contractor Signature

DocuSigned by:

Title: David Bezzant, Vice President

Date: 11/17/2023

Contractor Name: T-Mobile USA, Inc.

Attachment F



**The Office of Supplier Diversity (OSD) has moved to the
Division of Small Business (DSB)**

Supplier Diversity Applications can be found here:
<https://business.delaware.gov/osd/>

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:
OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here:
<https://business.delaware.gov/directory-of-certified-businesses/>

New Address for OSD:
Office of Supplier Diversity (OSD)
State of Delaware
Division of Small Business
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915
Email: OSD@Delaware.gov
Web site: <https://business.delaware.gov/osd/>

Dover address for the Division of Small Business

Local applicants may drop off applications here:
Division of Small Business
99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.