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NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: **MA176**

Participating Addendum #: **PADD20210620**

Contractor: **T-MOBILE USA, INC.**

Participating Entity: **STATE OF IDAHO**

The following products or services are included in this contract portfolio:

- Category 1: Cellular Wireless Services
- Category 2: Equipment and Accessories
- Category 3: Turnkey Wireless and IoT Solutions offered as a Product

Contractor and Participating Entity may collectively be referred to herein as the "Parties" and each as a "Party."

1. Scope: This Participating Addendum ("Participating Addendum" or "PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement led by the State of Utah (Master Agreement No: MA176) (the "Master Agreement") for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation related to the Master Agreement:

Category 1: Cellular Wireless Services
Category 2: Equipment and Accessories
Category 3: Turnkey Wireless and IoT Solutions offered as a Product
Category 4: Alternative Wireless Transport Options

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, state institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Idaho ("Purchasing Entities"). Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term: The initial term of this PA will be effective upon the last signature and continue through June 30, 2024 (subject to any earlier termination of the Master Agreement). The PA may be extended or renewed (subject to extension or renewal of the Master Agreement) upon the mutual written agreement of the Parties.

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

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Contractor

Name:	David Bezzant
Address:	c/o T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006
Telephone:	(425) 383-4000
Fax:	N/A
Email:	David.Bezzant@T-Mobile.com

Participating Entity

Name:	Kimberly Guevara
Address:	650 W State Street Boise Idaho 83702
Telephone:	208-332-1603
Fax:	208-327-7320
Email:	Kimberly.guevara@adm.idaho.gov

5. Order of Precedence: Except as specifically provided otherwise herein, the entire agreement between the Parties consists of and precedence is established by the order of the following documents:

This PA; and
The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

6. Administrative Fee and Quarterly Usage Report:

Subject to Section 6.b of Attachment A to the Master Agreement, a 1.25% administrative fee ("Administrative Fee") will apply to all purchases made under this PA by any Purchasing Entity. On a quarterly basis, the Contractor shall remit to the Division of Purchasing an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales made under the PA. Pricing available under the Master Agreement has been or may be adjusted by Contractor to account for the Administrative Fee. Notwithstanding the adjustment, all pricing updates and other terms and conditions of pricing shall be as set forth in the Master Agreement. On a quarterly basis, Contractor will remit Administrative Fee payment checks to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

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For Example: *If the total of your net sales to Ordering Entities for one quarter = $10,000, you would remit $10,000 x 0.0125 =* ***$125*** *to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor will furnish detailed usage reports as designated by the Participating State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PA SUMMARY USAGE REPORT FORM** available for download at http://purchasing.idaho.gov/vendor_forms.html. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Timeline (Fiscal Year Quarters):		Fee and Report Due:
1st Quarter	July 1 - Sept 30	October 31st
2nd Quarter	Oct 1 - Dec 31	January 31st
3rd Quarter	Jan 1 - Mar 31	April 30th
4th Quarter	Apr 1 - Jun 30	July 31st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov. Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075**.

7. Purchase Order Instructions: All Purchase Orders and any other ordering documents under this Participating Addendum will be governed by the terms and conditions of this Participating Addendum and the Master Agreement including, without limitation, the obligation to pay Contractor for Products provided. Contractor and the Participating Entity acknowledge and agree that Purchase Orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the Master Agreement.

For purposes of clarification, and notwithstanding the order of precedence set forth in Section 5 above, the terms and conditions of this PA (including the Master Agreement) will not be modified or superseded by any terms and conditions in a Purchasing Entity-generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this PA and the Master Agreement.

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8. Individual Customer:
Each Purchasing Entity will be treated as if it was an Individual Customer. Except to the extent modified in this Participating Addendum, each Purchasing Entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Purchasing Entity will be responsible for its own charges, fees and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases; and Contractor will apply the charges to each Purchasing Entity individually. Each Purchasing Entity agrees to the terms of this Participating Addendum, including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the Administrative Fee.

9. 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.

10. Participating Entity Modifications or Additions:

The following modifications or additions are incorporated into this Participating Addendum and apply only to actions and relationships within the state of the Participating Entity:

10.1 Parties. The parties to this PA are the Contractor and the Participating Entity by and through the Division of Purchasing within the Department of Administration on behalf of the entities identified in Paragraph 2 (Participation) of this PA.

10.2 Governing Law. Notwithstanding any provision to the contrary, the state of Idaho's PA and all orders issued under the PA- by Purchasing Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to force the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PAis held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in full force and effect.

10.3 Approval by Information Technology Services. Pursuant to Idaho Code Section 67-827A and policy established by the Idaho Office of the Governor's Information Technology Services (ITS), Idaho state agencies are required to received approval from ITS prior to purchasing certain types of IT property, including the goods and services covered by this PA. Contractor must require its employees and authorized resellers to confirm ITS approval prior to processing any order. This requirement does not apply to other public agencies in the state.

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10.4 Assignment. In accordance with Idaho Code 67-9230(1), no contract or order or any interest therein (i.e. this PA or individual orders placed against this PA) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Participating Entity. All rights of action, however, for any breach of this PA by the contracting parties are reserved to the Participating Entity.10.5 Amendments.. Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PA. Except as stated in the preceding sentence, this PA may only be amended by mutual written agreement of the Parties.

10.6 Insurance. Notwithstanding Section 20 (Insurance) of Attachment A to the Master Agreement, this PA incorporates the following additional insurance provisions:

10.6.1 REQUIREMENT TO PROVIDE PROOF OF INSURANCE: The Contractor shall provide certificates of insurance to the Division of Purchasing for workers compensation insurance (see the paragraph below) and for the commercial general liability required in Section 20 (Insurance) of Attachment A to the Master Agreement. These certificates must be provided within thirty (30) days after the effective date of this PA, and all required insurance must be maintained by the Contractor for the entire term of this PA, including all renewal and extension periods.

10.6.2 REQUIREMENTS FOR WORKERS' COMPENSATION INSURANCE: The Contractor shall provide and maintain Workers' Compensation Insurance and Employer's Liability for the entire term of this PA. The employer's liability shall have limits not less than $100,000 each accident for bodily insurance by accident, $500,000 disease policy limit, and $100,000 disease, each employee.

For Workers' Compensation Insurance, the Contractor must provide either a certificate of Workers' Compensation insurance issued by a surety licensed to write Workers' Compensation Insurance in the state of Idaho or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

10.7 Applicable Terms. The Participating Entity agrees to the terms and conditions of the Master Agreement only to the extent that the terms and conditions are not in conflict with this PA (i.e., subject to the order of precedence established in Paragraph 5 above) or with the laws of the state of Idaho.

10.8 Records Maintenance. The Contractor shall maintain or supervise the maintenance of all financial records necessary to properly account for all payments made to the Contractor for the costs authorized by the PA. These financial records shall be retained by the Contractor for at least three (3) years after the PA terminates or expires, or until all audits initiated within the three (3) years have been completed, whichever is later.

10.9 Termination for Convenience. The Participating Entity may terminate this PA for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days' written notice to the Contractor specifying the date of termination if the Participating Entity determines it is in its best interest.

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10.10 Termination for Default. The Participating Entity may terminate this PA when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days, unless such longer period of time is mutually agreed upon between the Parties in writing. The Participating Entity, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

A Purchasing Entity may terminate a Purchase Order when the Contractor has been provided written notice of default or non-compliance and fails to cure such breach or non-compliance within thirty (30) calendar days of receiving written notice of said breach or non-compliance.

10.11 Public Records and Trade Secrets. Title 74, Chapter 1, Idaho Code (the Public Records Act) provides for the examination of public records, including records related to procurements and contracts. Section 74-107 details an exemption to examination of records deemed "trade secrets." Generally, this exemption describes trade secrets to "include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy."

Upon request, the Contractor must provide an electronic copy of any documents related to this PA, with any information it has determined to meet the Idaho Code definition of trade secret redacted within ten (10) business days. The Contractor must redact only that information which meets the definition of "trade secret;" entire documents identified as "confidential" will not be accepted. The Contractor must also provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Document; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the Participating Entity's procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law. In the event the Participating Entity or Purchasing Entity receives a request pursuant to the Public Records Act, which includes information deemed "trade secret" by the Contractor, the Contractor must agree to defend and indemnify the Participating Entity or the Purchasing Entity against any claim brought challenging the denial of the request under the trade secret exemption. Failure of the Contractor to provide an electronic copy of the redacted documents, or to defend and indemnify the Participating Entity or Purchasing Entity, will result in the full (unredacted) document being released in response to the request.

11. Lease Agreements: No equipment or goods of any sort shall be leased to Purchasing Entities under this PA.

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12. Purchase Orders: Any Purchase Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

13. Technology Evolution:

a. In the normal course of technology evolution and enhancement, Contractor continually updates and upgrades its networks, Products and Services. 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 discretion, after providing the notice set forth in subsection 13.b below, to: (a) migrate Purchasing Entity to a replacement technology as a result of any discontinuation of the Product, Service, network standard, or technology being replaced; or (b) discontinue any Product, Service, network standard, or technology without either Party being in breach of this Participating Addendum or incurring early termination liability relating to the discontinuance of the affected Product, Service, network standard, or technology.

b. If Contractor takes any action set forth in subsection 13.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) listed in the Participating Addendum for Participating Entity, (b) Contractor uses for billing, or (c) set forth in an Order. Participating Entity and each Purchasing Entity agree that such notice is reasonable and sufficient notice of Contractor's pending action.

14. Amendment No. 2; Addition of Sprint Solutions to T-Mobile: Pursuant to Amendment No. 2 of Master Agreement No. MA176, upon execution of this Participating Addendum, the Parties agree that the terms of any existing Participating Addendum(s) executed by Participating Entity 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 Participating Addendum and Master Agreement No. MA176. 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.

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Led by the state of Utah

15. Entire Agreement: This PA and the Master Agreement together with their exhibits and attachments, set forth the entire agreement between the Parties with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PA and the Master Agreement, together with their exhibits and attachments, shall not be added to or incorporated into this PA or the Master Agreement or their exhibits and attachments, by any subsequent order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA and the Master Agreement and their exhibits and attachments shall prevail and govern in the case of any such inconsistent or additional terms.

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

Participating Entity: State of Idaho	Contractor: T-Mobile USA, Inc.
Signature: Kimberly Guevara — Digitally signed by Kimberly Guevara Date: 2021.03.12 13:51:10 -07'00'	Signature: DocuSigned by: 8F686CC9343743C...
Printed Name: Kimberly Guevara	Printed Name: David Bezzant
Title: Buyer	Title: Vice President
Date:	Date: 3/12/2021

Legal Approved by:

David Viscovich 3/12/2021

T-Mobile USA, Inc. Legal Department