



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 48933  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **2**  
 to  
 Contract Number **210000000680**

<b>CONTRACTOR</b>	T-Mobile USA, Inc.
	12920 SE 38th Street
	Bellevue, WA 98006
	Shannon Hewitt-Tapp
	916-568-4495
	shannon.hewitt-tapp@t-mobile.com
	VS0133689

<b>STATE</b>	<b>Program Manager</b>	Robert McFadden	DTMB
		517-636-4571	
		McFaddenR@michigan.gov	
	<b>Contract Administrator</b>	Lisa Spitzley	DTMB
		(517) 249-0440	
		spitzleyl4@michigan.gov	

**CONTRACT SUMMARY**

**WIRELESS VOICE, DATA & ACCESSORIES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 1, 2021	August 11, 2024	5 - 1 Year	August 11, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME
	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$225,000.00	\$839,500.00	\$1,064,500.00

**DESCRIPTION**

Effective 9/14/2023 this contract is hereby amended to add Wireless Data services via contractor's T-Mobile Control Center, including Access Point Name (APN) gateway and Internet of Things (IoT), under Category 3 services and add increase of \$839,500.00. See Attachment, IoT SERVICES ADDENDUM and updates to Schedule B, Pricing. Note: This contract is a cooperative agreement via NASPO ValuePoint Master Service Agreement #MA176.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on September 14, 2023.

**IoT SERVICES ADDENDUM – SERVICES, PRICING & POLICIES**

The following terms apply to Customer’s purchase and use of IoT services (“IoT Services”). References to “Agreement” in this Addendum means: State of Michigan Contract No. 210000000680 (the “Agreement”). Use of the IoT Services is subject to acceptance of this Addendum, the terms set out herein, including the attached and incorporated Attachment 1 to this Addendum – IoT Services Annex.

**1. APPROVED SERVICE APPLICATION.**

T-Mobile will provide IoT Services to Customer under this Addendum in the form of IoT device-to-application and/or device-to-device connectivity, SIM states and associated account and connectivity management on the T-Mobile IoT Services platform (the “Purpose”). SIM state and account management is further described in Section 1 of the IoT Addendum Services Annex below. The IoT Services are “Contract Activities” as defined in the Agreement.

Customer is authorized to utilize T-Mobile internet access Services to its End Users, located within the coverage areas of T-Mobile’s Network, solely for the Purpose stated above, in accordance with the terms of this Agreement.

**2. ACCOUNT TYPE: Advantage**

**2.1 Price Plan Changes.** If Customer moves a SIM from one price plan (“Existing Price Plan”) to another price plan (“New Price Plan”) in the middle of a Billing Cycle, the pricing and number of MBs of included IAS usage for the New Price Plan will apply for the entire billing cycle during which the change was made.

**3. INTERNET ACCESS SERVICES.**

**3.1 On and Off Network.** T-Mobile will provide Customer with Internet Access Services. “Internet Access Service” (or “IAS”) means a service provided to Customer that permits access to content, information, or services from all or substantially all internet endpoints via transmissions using GPRS, GSM, EDGE, UMTS, HSPA, HSPA+, LTE, LTE+, or other successor technologies on and off the Network. Off Network usage is Roaming and the terms Off Network and Roaming are used herein interchangeably.

**3.2 Limitations; Dropped Transmissions.** IAS transmissions may be involuntarily interrupted (“dropped”) for a variety of reasons beyond the control of T-Mobile. IAS usage for dropped transmissions will be billed like any other transmission. In addition, T-Mobile may try to resend a dropped transmission, which will result in additional charges for IAS usage.

**3.3 IAS Usage.** IAS usage charges will apply for IAS transmissions, text messages, downloadables, alerts and any other information or data sent through the Network. Unless stated otherwise, all IAS usage On Network will be calculated and billed in bytes. Any fraction of a megabyte used on a non-T-Mobile network during domestic roaming off the Network will be rounded up at the end of each IAS Session and charged as one (1) kilobyte. “IAS Session” means the duration between the moment in which a Device and the Network create a packet data protocol (“PDP”) context activation state in which the Device is given an IP address, until the time in which the Device and the Network return to a PDP context deactivation state. “IAS Session Volume” means the total number of bytes (rounded up to the nearest KB for off-net usage) that are transferred to and from a Device during an IAS Session during the Billing Month. The total IAS Session Volume for a Billing Month will be expressed in MBs on the invoice.

**4. SHORT MESSAGE SERVICE (SMS) and VOICE.**

**4.1 SHORT MESSAGE SERVICE (SMS). Not enabled.**

**4.2 VOICE. Not enabled.**

**5. RATE PLANS FOR IoT SERVICES.**

**5.1 Charges.** Pricing for the Services listed here is based on the Geographic Region where the SIM is deployed (each a “Home Zone”). Usage outside of a Home Zone on a casual roaming basis may be available and pricing will be identified based on applicable geographic region and as otherwise described below. Both a Home Zone and a region made available for casual roaming may be referred to as a “Zone”. Services are generally not available outside of the countries listed as either a Home Zone or identified as available for casual roaming. The following monthly recurring charges apply to Customer for usage in the identified Home Zone(s):

**Home Zone: United States (International Roaming Not Enabled)**

IoT Services Plan	
Zone	1
Included Countries	United States

IoT Services Plan	
Connectivity Method	T-Mobile SIM domiciled in the United States

	Plan 1	Plan 2	Plan 3	Plan 4	Plan 5	Plan 6	Plan 7	Plan 8	Plan 9	Plan 10	Plan 11	Plan 12
<b>MRC*</b>	\$1.00	\$1.50	\$3.25	\$5.25	\$8.00	\$10.00	\$22.50	\$43.00	\$100.00	\$192.50	\$273.75	\$350.00
<b>IAS Usage Allowance**</b>	1 MB	10 MB	250 MB	500 MB	1 GB	2 GB	5 GB	10 GB	25 GB	50 GB	75 GB	100 GB
<b>Overage Rate (per MB) ***</b>	\$0.10	\$0.05	\$0.025	\$0.015	\$0.0125	\$0.01						
<b>SMS Rate on Net</b>							\$0.01					
<b>MOU Rate on Net</b>							\$0.03					
Domestic Roaming Rates												
<b>IAS Usage – Off Net (Per MB)***</b>	\$0.10	\$0.05	\$0.025									
<b>SMS Rate</b>							\$0.01 per SMS					
<b>MOU Rate</b>							\$0.03 per MOU					

\*Usage will be measured at the end of each billing cycle and the MRC (monthly recurring charge, or “MRC”) and any overage will be billed at the applicable rate. Customer will be billed within the United States in U.S. dollars. Public Static IPv4 included in the MRC.

\*\*The IAS allowance is pooled among all active lines of service on the same price plan. An IAS allowance accrues for a billing cycle only for lines of service that pay an MRC for that billing cycle.

\*\*\*Data usage will be billed by kilobytes. Every session will be rounded UP to the next kilobyte.

\*\*\*\*Other taxes and government mandated fees are addressed and shall be governed by Exhibit 1 Section 6 “Terms of Payment” of the State of Michigan Contract No. 210000000680.

	Plan 13	Monthly Cost
MRC		\$33.60
IAS Usage Allowance (on net)	Unlimited	
Overage Rate (on net)	Not Applicable	
Domestic Roaming IAS Usage	Enabled	

**Plan 13 Specific Terms/Conditions of Use:**

- Unless otherwise indicated directly below, all terms and conditions of the Agreement will apply.
- Plan 13 is restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility (“First Responder Agencies”). Minimum qualification is meeting one of the following NAICS Codes [(i) Police Protection 922120, (ii) Fire Protection 922160, (iii) Ambulance Services 621910). Final eligibility determinations are in T-Mobile’s sole discretion.
- Domestic roaming is enabled.
- This is a single line rate plan and cannot be combined with regular family/pooling plans.
- Customer may only suspend service for up to 90 days each calendar year, per line.
- Any applicable minimum service term associated with an order placement for a Subsidized Device purchase shall apply.
- Plan 13 will be created under an Essential Account Type. Essential Account Type is defined as follows: If Customer moves a SIM from one Rate Plan to a new Rate Plan in the middle of a billing cycle, the new Rate Plan will go into effect on the first day of the next billing cycle.
- Monthly recurring charge is net of all discounts. No other service discounts will apply.
- Plan 13 data limits may apply should the Customer exceed data use beyond the Purpose of Customer’s agreed upon use case applicable to this Addendum as agreed to by Customer and T-Mobile. As such, T-Mobile may implement reasonable network management in which its service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with T-Mobile’s network or ability to provide quality service to other users.
- Customer and its end-users acknowledge and agree that the Service under this Addendum is not intended to support continuous uninterrupted/sustained livestreaming of video at any time. Customer acknowledges and agrees that sustained or uninterrupted use of, and/or simultaneous use by, a number of Devices operating may exceed available network capacity which would impact Service speed and availability. Service shall continue to be governed by and be subject to the terms and conditions of the Master Agreement, including, but not limited to, T-Mobile’s disclaimers on service availability and T-Mobile’s right to secure, protect, improve and/or manage its Network. Further, T-Mobile may at its sole discretion monitor and require Customer to implement mitigation

efforts in the event line(s) of Service have data usage exceeding 50GB/month for more than two consecutive billing cycles. Should Customer not implement and enforce mitigation efforts that bring data usage below the 50GB/month limit after two consecutive billing cycles, T-Mobile shall have the right to request further discussion with Customer to address the excessive usage which may include, but shall not be limited to, a rate plan change to accommodate Customer's usage effectuated only upon a Contract Change Notice between the State and T-Mobile.

<b>SIM States and Change Fees</b>	
Test Ready	<p>The Test Ready state allows a Device to establish a data connection and use other services free of charge. SIMs in this state are not considered billable. By default, the Test Ready state provides each Device with the following services.</p> <ul style="list-style-type: none"> <li>• IAS – 10KB</li> <li>• MOU – 10KB</li> <li>• SMS – 10KB</li> </ul> <p>As soon as the Device reaches the configured IAS, MOU, SMS the Device will systemically be transitioned to a target state and free IAS, MOU, SMS test traffic will cease. Typically, the target state for SIMs reaching their Test Ready threshold is either Activation Ready or Activated.</p>
Inventory	<p>The Inventory state does not allow a Device to establish data connections. Devices in the Inventory state are generally not considered billable. Devices in the Inventory state behave similarly to those in the Deactivated state.</p>
Activation Ready	<p>An Activation Ready Device can establish a data connection, but is generally not considered billable. When an Activation Ready Device makes a data connection or sends an SMS, SIM status will automatically be changed to Activated, causing the Device to become billable.</p>
Activated	<p>An Activated Device can establish data connections and is considered billable. A SIM in the Activated State is visible and operating on the TMUS Network. TMUS will charge the applicable MRC set out in the Agreement for a SIM while it is in the Activated State.</p>
Activation Fee	<p>\$0</p> <p>An Activated Device can establish data connections and is considered billable. A SIM in the Activated State is visible and operating on the TMUS Network. TMUS will charge the applicable MRC set out in the Agreement for a SIM while it is in the Activated State.</p>
Deactivated or Suspend Mode	<p>At any time, Customer may suspend a line of service. During suspend mode, the SIM will not have connectivity. Should such suspension span only a portion of a bill cycle, Customer will be charged the standard MRC for the suspended line. If a line of service is in a suspend status for an entire bill cycle, Customer will not be charged the MRC for that line. For plans with included IAS allowance, the IAS is added to the pool in any billing cycle when MRC is billed, but not in billing cycles when MRC is not billed.</p>
Re-Activation Fee	No Charge.

**5.2** Roaming usage may not exceed more than 5% of all usage (both T-Mobile Network Usage and Roaming Usage). If roaming is above the stated percentage for three consecutive months, Customer and T-Mobile agree to migrate enough high roaming usage devices off of the T-Mobile network to drop below the 5% threshold or to reopen pricing negotiations. Additionally, T-Mobile may require that lines of service that permanently roam for more than 30 days may be removed from the network even if the aggregate roaming on the account is below the five percent of total usage.

**5.3 Permanent Roaming and Local Profile.** Customer may have devices Permanently Roaming or using a Local Profile in a country listed as a Home Zone or part of a Home Zone above only with the prior written consent of T-Mobile. As of the Effective Date of the Agreement, no Permanent Roaming is authorized.

**5.4 IoT Devices.** The cost of IoT devices are not included in the MRC.

**5.4.1 IoT SIMs.** For all IoT Services, Customer must acquire IoT SIMs from either (i) a T-Mobile-authorized third party or (ii) directly from T-Mobile. SIMs provided by T-Mobile are at no cost.

## **6. THE SERVICES PLATFORM.**

**6.1 Functionality.** Provides a self-service, web-based SIM management platform for Customer to manage and obtain reporting for SIMs and IoT Services on the T-Mobile Network, and certain International IoT Networks (when enabled).

**6.2 IoT Onboarding.** T-Mobile or T-Mobile's authorized provider will provide the services set forth below to enable IoT Services for Customer. Standard Onboarding is available without an additional fee. Standard onboarding may include the following services as applicable:

- 1 Enterprise production account
- 1 Standard shared APN
- 1 Standard private APN
- 1 T-Mobile SIM profile (T-Mobile default, non-custom)
- 1 Standard Roaming Profile (T-Mobile default, non-custom)

**6.3** Advanced Onboarding and supplemental services may be available to Customer for an additional non-recurring fee.

**6.4 IoT SIM State Management.** SIMs added to Customer's account will be placed in the state chosen at the time the SIM order is placed. All available states are described in the "SIM States and Change Fees" table above, and Customer has the option to select another available state for each SIM on the account.

**7. Term and Termination.** The term of this IoT Addendum will commence on the Contract Change Notice Effective Date and will run coterminous with the Agreement. All termination rights of a Party under this IoT Addendum shall be pursuant to the terms and conditions (including notice requirements) of the Agreement.

## **8. Intentionally Left Blank.**

## **9. ADDITIONAL TERMS**

**9.1 Services Annexes.** Customer must comply with the IoT Services Annex attached to this IoT Addendum. Capitalized terms not otherwise defined in this Attachment will have the meaning assigned to such terms as set forth in the Agreement.

**9.2 Permanent Roaming.** Fixed or permanent roaming and SIM local profile – whether Domestic or International – is prohibited under this Agreement unless explicitly stated otherwise.

**9.3 No Discounts.** The Customer plan is not eligible for any discounts.

## **ATTACHMENT 1 to the IoT ADDENDUM IoT SERVICES ANNEX**

The following terms and conditions, together with the Agreement and exhibits thereto (collectively, the "Agreement"), govern T-Mobile's provision and Customer's use of the IoT Services. Capitalized terms are defined in the Definitions section at the end of this IoT Services Annex if not otherwise defined elsewhere in the Agreement.

**1. IoT Services Description.** IoT Services are provided to SIMs on T-Mobile's Network and managed through T-Mobile's IoT self-service platform. IoT Services allow Customer to self-manage SIM states, including activation (either manually or automatically); deactivation (temporary suspend) mode; re-activation (restore from temporary suspend); retire (terminate service). IoT Services includes self-service capability to place SIM orders. IoT Services also allow Customer to self-manage and control SIM usage with the use of automation tools such as alerts, triggers, and to download various reports, including reports containing detailed billing and usage (IAS, SMS and MOU) records at individual SIM and group levels (excluding taxes, surcharges and applicable credits).

**2. SALE of IoT Services.** T-Mobile will provide and sell IoT Services to Customer, and Customer will purchase IoT Services from T-Mobile under the terms and conditions set forth in the Agreement and this Attachment. No provision of the Agreement will be construed as vesting in Customer any control whatsoever in any facilities or operations of T-Mobile, including the Facilities, or the operations of any T-MOBILE Affiliate or contractual third party of T-Mobile. Customer will not represent itself as an FCC, federal, state, or other governmental or regulatory agency certified licensee for T-Mobile by reason of the Agreement. Customer will not enter, directly or indirectly, into any agreement or other arrangement with a third party that gives the third party any rights to purchase IoT Service for resale to other parties, unless otherwise explicitly stated in this Agreement. The provisions of this Section and the applicable pricing attachment(s) to the Agreement are not severable.

### **3. Scope of Services.**

#### **3.1 Limitation on Scope of Service.**

**3.1.1 General.** Customer agrees that (i) Services are available to SIMs only within the operating range of the T-Mobile Network and (ii) Services may be temporarily refused, interrupted, curtailed, or otherwise limited because of transmission limitations caused by any factor, including atmospheric, environmental, or topographical conditions; concentrated usage or capacity constraints; Facilities limitations or constraints; Facilities changes, modifications, updates, relocations, repairs, maintenance, or other similar activities necessary for the proper or improved operation of the Facilities; a failure by third-party suppliers or service provider; the failure of an IoT device; or a public safety emergency. T-MOBILE is not liable for any claims or damages related to or arising out of or in connection with (i) any coverage gap, or (ii) any Service refusal, interruption, curtailment, or other limitation provided above.

**3.1.2 Disclaimer.** T-Mobile is not a publisher of third party content that can be accessed through IoT Services. T-Mobile is not responsible for any content, including information, opinions, advice, statements, or services that are provided by third parties and accessible through IoT Services or any damages resulting therefrom. T-Mobile does not guarantee the accuracy, completeness, or usefulness of information that is obtained through the IoT Services. T-Mobile makes no representations or warranties regarding the provider, scope or nature of the content, or services that will be available through IoT Services.

**3.2 Use of Services.** For devices that allow multiple users to share one connection and subscription, the wireless performance may degrade as more users are added to the single device. Use of Services is subject to any storage, memory or other Device limitation. If Customer accesses, uses, or authorizes third party Applications through Services, Customer authorizes T-Mobile to provide to the third party information related to Customer's use of the Services or the Application(s). Customer acknowledges that use of third party Applications is subject to the third party's terms, conditions and policies, including its privacy policy.

**3.3 Domicile.** Unless otherwise stated, SIMs must be domiciled in the United States. Regardless of the location of any IoT SIM, Customer is responsible for complying with the laws and regulations of each country where the IoT SIMs are used and any applicable rules of the third party carrier. T-Mobile is not responsible for any SIMs that become inoperable due to Customer's noncompliance with applicable laws, regulations, or rules.

**3.4 IoT SIM Activation.** Only IoT SIMs can be deployed on the T-Mobile Network. IoT SIMs will be loaded to Customer's account upon fulfillment of Customer's order placed through the IoT platform or an authorized third party SIM provider.

**3.5 Compatibility of Wireless Devices and Services.** Devices may not be compatible with services provided by other wireless carriers, except in connection with Roaming agreements. T-Mobile does not guarantee current or future compatibility of Devices or Services with third party products, features or Applications. Apparent compatibility or notice from T-Mobile of compatibility is not a T-Mobile endorsement of a third party product, feature or Application.

**3.6 Data Encryption.** Customer acknowledges and agrees that (i) the IoT Services to be provided by T-Mobile is limited to transporting information and data on behalf of Customer utilizing T-Mobile's network, and (ii) T-Mobile will not access, view, process, store, or otherwise use any information or data transported by T-Mobile on Customer's behalf through the IoT Service. Customer will ensure that (A) all information and data to be transported by T-Mobile pursuant to the IoT Service is encrypted in accordance with industry-best practices, before any such information or data is delivered or made available to T-Mobile, and (B) Customer does not make available to T-Mobile any key, code, or related information that would enable T-Mobile to decrypt the encrypted information or data, or to otherwise be able to view or discover the original content of the encrypted information or data. If T-Mobile discovers that any information or data transported through the IoT Service is not encrypted, or that T-Mobile is otherwise able to view or discover the original content of the information or data (an "Encryption Failure"), T-Mobile will promptly notify the Customer so that it can remedy any such Encryption Failure. If Customer is unable to remedy the Encryption Failure within two (2) Business Days, then T-Mobile may suspend the IoT Service without further notice to Customer TO THE EXTENT PERMITTED BY LAW, CUSTOMER WAIVES ANY AND ALL CLAIMS AGAINST T-MOBILE FOR ANY AND ALL DAMAGES, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF CUSTOMER'S FAILURE TO ENCRYPT DATA PROVIDED TO T-MOBILE AS DETAILED ON THIS SECTION.

#### 4. POLICIES.

**4.1 Location Based Services.** To the extent an IoT SIM involves a Location Based Service, Customer must ensure that each End User using such device is properly notified in accordance with the CTIA Best Practices and Guidelines for Location-Based Services, which can be found at <https://www.ctia.org/the-wireless-industry/industry-commitments/best-practices-and-guidelines-for-location-based-services>. In addition, for International IoT Services, Customer must provide any applicable notification and comply with all regulatory rules or requirements, statutes or obligations applicable to Location Based Services in the jurisdiction where the International IoT Services are provided. TO THE EXTENT PERMITTED BY LAW CUSTOMER WAIVES ANY AND ALL CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION AGAINST T-MOBILE ARISING OUT OF CUSTOMER'S USE OF LOCATION BASED SERVICES AND CUSTOMER'S FAILURE TO NOTIFY END USERS OF CUSTOMER'S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON IoT SIMs.

**4.2 Device Content.** Customer's Devices may contain sensitive or personal information. T-Mobile is not responsible for any information on Customer's Devices, including sensitive or personal information. Customer should remove or otherwise safeguard any sensitive or personal information when Customer relinquishes, exchanges, returns, or recycles a Device. If Customer exchanges, returns, or recycles Devices through T-Mobile, Customer must remove all data from Devices before providing them to T-Mobile.

**4.3 Modifications.** T-Mobile may, in its reasonable discretion, change or update the Facilities or T-Mobile's operations, equipment, software, procedures, or services. T-Mobile will not be liable if those modifications, changes, or updates require changes to, updates of, or modifications of IoT SIMs, IoT devices, other devices, or other products, accessories, systems, or procedures. T-Mobile and Customer will work together in good faith to mitigate adverse impacts to Customer as a result of the modifications described in this Section. After the parties work in good faith and the modifications instituted by T-Mobile continue to have material adverse impact on Customer, Customer may terminate impacted IoT SIMs, as applicable, or this Attachment without liability by giving T-Mobile at least thirty (30) days prior written notice.

**4.4 International Roaming.** If the terms and conditions under which T-Mobile provides access to an International Roaming network materially change, T-Mobile reserves the right, upon notice, to change Customer's terms, conditions, and pricing to align with the changes to T-Mobile's agreements. T-Mobile does not independently provide IoT Services outside of the United States and as such, IoT connectivity provided outside of the United States is provided under a contractual agreement between T-Mobile and an international wireless carrier that permits International Roaming. In countries where regulatory authority is required and T-Mobile does not hold such regulatory authority to provide the IoT Services, Customer appoints T-Mobile as its agent to obtain, on Customer's behalf, from authorized providers, the required services and any associated equipment. IoT Service performance while Roaming, including available service features, may be different than the IoT Service on the T-Mobile Network.

**4.5 Device Certification.** Customer will ensure that all Devices and Modules, in connection with the Service have gained PCS Type Certification Review Board (PTCRB) certification, FCC certification, and have been approved by T-Mobile in writing for use on the T-Mobile Network, in each case as directed by T-Mobile ("**Approved Devices**"). T-Mobile has sole discretion over authorizing the certification of a Device and software as well as subsequent operation of the Device on the T-Mobile Network. Customer may not distribute, sell or activate any Device that is not an Approved Device. Customer will pay all costs associated with obtaining approval for Approved Devices. In the event that any Approved Devices do not meet these standards, Customer must use its best efforts to ensure that such Approved Devices are no longer using the Service and shall terminate such Service. Further, in the event that T-Mobile determines that Equipment intended for use or being used by Customer, has a significant impact on the Network (hereafter "**Equipment Issue**") with regard to emergencies or similar events, as to which T-Mobile has no obligation to provide notice, T-Mobile will provide Customer with evidence of such Equipment Issue and Customer and T-Mobile shall diligently work together to resolve the Equipment Issue for a period not to exceed ten (10) days from the date such evidence is provided to Customer. If Customer and T-Mobile are unable to resolve the Equipment Issue at the end of such ten (10) day period, T-Mobile may notify Customer that such Equipment is not authorized for use on the Network, and Customer must ensure that all Equipment at issue is removed from use on the Network no later than five (5) days after receiving such notice.



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 1  
 to  
 Contract Number 210000000680

<b>CONTRACTOR</b>	T-Mobile USA, Inc.
	12920 SE 38th Street
	Bellevue, WA 98006
	Shannon Hewitt-Tapp
	916-568-4495
	shannon.hewitt-tapp@t-mobile.com
	VS0133689

<b>STATE</b>	<b>Program Manager</b>	Robert McFadden	DTMB
		517-636.4571	
	McFaddenR@michigan.gov		
	<b>Contract Administrator</b>	Lisa Spitzley	DTMB
(517) 249-0440			
spitzleyL4@michigan.gov			

CONTRACT SUMMARY				
WIRELESS VOICE, DATA & ACCESSORIES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 1, 2021	August 11, 2024	5 - 1 Year	August 11, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$225,000.00	\$0.00	\$225,000.00		
DESCRIPTION				
Effective 6/23/2021, this contract is amended to include the attached Apple Business Manager disclosure and authorization.				
All other terms, specifications and pricing remain unchanged.				



**DISCLOSURE INFORMING COMPANY ABOUT APPLE BUSINESS  
MANAGER AND C O M P A N Y AUTHORIZATION**

T-Mobile USA, Inc. (“T-Mobile”) has previously entered into an agreement with the State of Michigan (“State” or “Agency”) under T-Mobile Participating Addendum Master Agreement # MA176 / State of Michigan Contract No. 210000000680 that enables Agency’s employees, agents, or contractors to use Apple mobile devices (“Device” or “Devices”) that Agency manages on their behalf. Apple Business Manager (“ABM”) is an optional service provided through Apple and Agency may choose to participate or not in its sole discretion.

Agency’s participation in ABM allows T-Mobile to provide Apple or its affiliates any Device Information that Apple requests or requires in relation to the Devices that Agency manages. Device Information (“Device Information”) may include information such as Serial Number of the Device, International Mobile Equipment Identity (IMEI) Number, Subscriber Identity Module (SIM) Number, Telephone Number, or other related information necessary for enrollment and management of Apple mobile devices.

By agreeing to participate in ABM, Agency acknowledges and agrees, on behalf of itself and each of its employees, agents, or contractors, that neither T-Mobile nor any of its affiliates has any responsibility or liability whatsoever for Apple’s use, storage, transmission, processing, disclosure, or disposal of any Device Information. Agency further acknowledges that any such use, storage, transmission, processing, disclosure, or disposal by Apple will be governed by any terms that may be in effect between Apple and Agency, including any terms relating to ABM, terms and conditions of Apple products and services, or any other agreement between Apple and Agency concerning the collection of Device Information by Apple.

Agency represents and warrants to the best of its knowledge to T-Mobile on a continuing basis that it has obtained and will maintain any and all consents, approvals and authorizations from its employees, agents, or contractors that may be necessary for T-Mobile to provide the Device Information to Apple as contemplated by this disclosure.

If Agency wishes to return a Device enrolled in ABM to T-Mobile, Agency must reset any Apple device to factory settings and remove any passwords or locking features before sending it to T-Mobile, as failure to do so correctly will result in disqualifying the Device and will result in a \$0.00 credit for the Device.



**STATE OF MICHIGAN PROCUREMENT**  
 Department of Technology Management and Budget  
 525 W. Allegan 1<sup>st</sup> Floor, Lansing, MI 48913  
 P.O. BOX 30026 Lansing, MI 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **21000000680**  
 between  
 THE STATE OF MICHIGAN  
 and

<b>CONTRACTOR</b>	T-Mobile USA, Inc.
	12920 SE 38 <sup>th</sup> Street
	Bellevue, WA 98006
	Shannon Hewitt-Tapp
	(916) 568-4495
	Shannon.Hewitt-Tapp@t-mobile.com
	CV0059104

<b>STATE</b>	Program Manager	Martin Burnett	DTMB
		517-898-0806	
	BurnettM@Michigan.gov		
	Contract Administrator	Steven Motz	DTMB
517-331-6086			
Motzs1@michigan.gov			

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION: Wireless Voice, Data &amp; Accessories</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW</b>
4/1/2021	8/11/2024	5 - 1 Year	N/A
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
N/A		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>MINIMUM DELIVERY REQUIREMENTS</b>			
N/A			
<b>MISCELLANEOUS INFORMATION</b>			
<b>This contract is a result of a Participating Addendum executed under the NASPO ValuePoint Wireless Communication Services and Equipment Master Agreement Number #MA176.</b>			
<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION</b>			<b>\$225,000.00</b>

**FOR THE CONTRACTOR:**

**T-MOBILE USA, Inc.**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Agent Signature**

**David Bezzant, Vice President, T-Mobile For Government**

\_\_\_\_\_  
**Authorized Agent** (Print or Type)

\_\_\_\_\_  
**Date**

Legal Approved by:

\_\_\_\_\_  
T-Mobile USA, Inc. Legal Department

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name & Title**

\_\_\_\_\_  
**Agency**

\_\_\_\_\_  
**Date**

Master Agreement #: MA176

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

Participating Entity: **STATE OF MICHIGAN**

1. **Scope:** This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement led by the State of Utah (Master Agreement No: MA176) 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:

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

Contractor was awarded Categories 1, 2, 3A, and 3C.

Participating Entity has elected to participate in **Categories 1 and 2.**

2. **Participation:** This PA may be used by all state agencies, Michigan MiDEAL members, and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities", each a "Purchasing Entity"). MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis; provided however, the terms and conditions of this PA or the Master Agreement No: MA176 will not be modified or superseded by any terms and conditions in a Purchasing Entity generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this PA.
3. Participating Entity Modifications or Additions are attached and incorporated as **Exhibit # 1 and Exhibit # 2 to Participating Addendum for Michigan Additional Terms.**
4. **Order of Precedence:** Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

This PA, including the Exhibit #1 to Participating Addendum for Michigan Additional Terms incorporated below; and

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

5. **Administrative Fee and Reporting:** Pursuant to Section 3 of the Attached Exhibit 1 (additional terms), the administrative fee owed to the State of Michigan is 1% of total sales made under this Participating Addendum.
6. **Purchase Order Instructions:** The Master Agreement number and the Participating Addendum Number must appear on every Delivery Order or other SIGMA ordering document placed under this Participating Addendum.

Any agreement, including any Statement of Work under Category 3, between Contractor and MiDEAL members will be independently negotiated by the Contractor and MiDEAL member. Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

7. **Individual Customer:** Each Purchasing Entity placing an order under this Participating Addendum 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 Participating Entity individually. The Individual Customer agrees to the terms of the 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.
8. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

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

Participating Entity

Name:	Steven Motz
Address:	State of Michigan, Department of Technology, Management & Budget 525 West Allegan Street (1 <sup>st</sup> Floor) Lansing, MI 48909
Telephone:	(517) 331-6086
Fax:	(517) 335-0046
Email:	Motzs1@michigan.gov

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 Contract (as defined below), the language in this Contract 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. Further, Contractor agrees that the State will not be bound by any terms in any EULA requiring indemnification by the State to third parties; consent to arbitration;

provisions regarding audits; provisions regarding remote access to the State's systems; or agreeing to be bound by the laws of another jurisdiction contained in any other agreements or documents incorporated therein.

10. **Term:** The Term of this Participating Addendum shall begin on April 1, 2021 ("**Effective Date**"), and unless earlier terminated, is coterminous with the Master Agreement #MA176 (the "**Term**"). If, pursuant to the terms of Master Agreement # MA176 the term of the Master Agreement is extended, this Participating Addendum may be renewed by the State for any applicable number of additional one (1) year periods or other length of time that coincides with any such extension of the term of the Master Agreement. Any renewal by the State, including the length of such renewal, is at the sole discretion of the State and will automatically extend the Term of this Participating Addendum. The State will document the exercise of its renewal option(s) via Contract change notice.
11. **Entire Agreement:** This Participating Addendum, including the Exhibit #1 to Participating Addendum for Michigan Additional Terms incorporated below; and the Master Agreement, including all amendments and attachments thereto, (collectively, the "**Contract**"), set forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto. UNLESS OTHERWISE SPECIFIED IN THIS PARTICIPATING ADDENDUM, NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT SERVICES OR DELIVERABLES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT SERVICES OR DELIVERABLES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
12. Pursuant to Amendment No. 2 of Master Agreement No. MA176, upon execution of this Contract, the parties agree that this Contract will supersede and replace any existing Participating Addendum(s) executed by the Participating Entity under either: 1) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Contractor; or 2) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Sprint Solutions, Inc., ("Existing 1907 Participating Addendums") as of this Contract Effective Date, subject to the terms herein. The Existing 1907 Participating Addendums will be terminated in their entirety as of this Contract Effective Date.
13. Technology Evolution:
  - 13.1 In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its Services, Products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the PA to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection 13.2 below, to (a) migrate Purchasing Entity to a mutually agreed upon replacement technology unless, within the notice period described in subsection 13.2 below, the Purchasing Entity opts to discontinue its Service, Product, network standard, or technology; or (b) discontinue any Service, Product, network standard, or technology without replacement without either party being in breach of the PA or incurring early termination liability relating to the discontinuance of the affected Service, Product, network standard, or technology.

13.2 If T-Mobile takes any action set forth in subsection 13.1 above, T-Mobile will provide no less than 60 days' advance notice reasonably designed to inform Purchasing Entity (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (a) T-Mobile uses for billing the Purchasing Entity, (b) set forth in Purchasing Entity's Order, or, if (a) or (b) are unavailable, (c) listed in the PA for Participating Entity. Participating Entity agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

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

Participating Entity:	Contractor: T-Mobile USA, Inc.
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Legal Approved by:

\_\_\_\_\_

T-Mobile USA, Inc. Legal Department

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

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

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

**[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)**

**To support documentation of participation and posting in appropriate databases**

**Exhibit 1 to Participating Addendum for Michigan  
Additional Terms**

- 1. Duties of Contractor.** Contractor must perform the Services and provide the Products, services, and deliverables described in the Contract, or an applicable Order or Statement of Work (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in an Order or a Statement of Work.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate, on a commercially reasonable basis, with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

All initial capitalized terms in this Exhibit 1 that are not defined herein shall have the respective meanings given to them in the Participating Addendum or Master Agreement. Master Agreement, Services, Products, and Order are each defined in the attached NASPO ValuePoint Terms and Conditions.

- 2. Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (i) protect the State from claims that arise out of, are alleged to arise out of, or otherwise result from Contractor’s or subcontractor’s performance; (ii) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (iii) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor will include the State of Michigan, its departments, divisions, agencies, commissions, officers, employees, and agents as additional insured under a blanket additional insured endorsement CG 20 26 .
<b>Automobile Liability Insurance</b>	
If a motor vehicle is used in the performance of the Contract, Contractor must maintain motor vehicle liability coverage for bodily injury and property damage, as required by law.	



<b>Workers' Compensation Insurance</b>	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

If any required policies provide claims-made coverage, the Contractor must: (i) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (ii) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (iii) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (i) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (ii) require that subcontractors maintain the required insurances contained in this Section; (iii) notify the Contract Administrator within five (5) business days if any policy is cancelled; and (iv) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

- 3. Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to [MiDeal@michigan.gov](mailto:MiDeal@michigan.gov).

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

- 4. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee as described in Section 3. above.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

- 5. Background Checks.** If applicable to the services provided pursuant to this Contract, pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or

Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. To the extent that background checks are required by Michigan law based on the services provided to this PA, such a requirement will be noted in an engagement specific Statement of Work and appended to that Statement of Work (or, at the Parties' election, this PA) at a later date.

6. **Terms of Payment.** All undisputed amounts are payable within 45 days of the State's receipt of Contractor's invoice. Contractor may only charge for Contract Activities performed as specified in this Contract, an Order, or an applicable Statement of Work. Invoices must include an itemized statement of all charges. Contractor will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by the State and will not bill the State for any such exempted taxes after the certificate(s) is received by the Contractor. Contractor will cooperate with the State to pursue applicable refunds for taxes billed in periods prior to the State providing the exemption certificate(s). All prices are exclusive of taxes, and the State is responsible for all applicable taxes, fees, or surcharges as described in section 6. "Taxes, Fees and Surcharges" in the Attachment AA – Contractor's Special Terms and Conditions of the Master Agreement No. MA176 not covered by its tax-exempt status.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

7. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in a Statement of Work. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 8, Termination for Cause.

Within 30 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part.

8. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within 30 days after receiving a written notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 9, Termination for the Public Interest.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, and transition costs.

- 9. Termination for the Public Interest.** The State may terminate this Contract in whole or in part without penalty and for any reason after providing Contractor 30 days written notice. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with the Master Agreement, the Participating Addendum, and any associated Statement of Work. The State may immediately terminate this Contract in whole or in part, without penalty, for appropriation or budget shortfalls ("Non-appropriation"). The termination notice will specify whether Contractor must: (i) cease performance immediately, or continue to perform in accordance with **Section 10**. If the State terminates this Contract for Non-appropriation, the State will pay any unpaid amounts for Contract Activities accepted prior to the effective date of such non-appropriation, as well as all reasonable costs, as determined by the State, for State approved Transition Responsibilities, to the extent the funds are available.
- 10. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, destroy, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 11. Indemnification Procedure Supplement.** In any circumstance where the State is entitled to be indemnified under the Master Agreement, the following procedures shall supplement any procedures found in Section 32 of the Master Agreement. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

## **12. Infringement Remedies**

- a. The remedies set forth in this Section are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified for such actions.
- b. If any Product, or any component thereof, is found to be infringing or if any authorized use of any Product or any component thereof is enjoined, threatened to be enjoined or otherwise the subject of an infringement claim, Contractor must, at Contractor's sole cost and expense:
- i. procure for the State the right to continue to use such Product or component thereof to the full extent contemplated by this Contract; or
  - ii. modify or replace the materials that infringe or are alleged to infringe ("**Allegedly Infringing Materials**") to make the Product and all of its components non-infringing while providing substantially equivalent features and functionality.
- c. If neither of the foregoing is commercially reasonable, then Contractor may direct the State to cease any use of any materials that have been enjoined or adjudicated as infringing, provided that Contractor will:

- i. refund to the State a pro-rated portion of amounts paid by the State in respect of such Allegedly Infringing Materials and any other aspects of the Products provided under a Statement of Work for the Allegedly Infringing Materials that the State cannot reasonably use as intended under this Contract; and
  - ii. if available under commercially reasonable terms, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Materials for a transition period of up to six (6) months to allow the State to replace the Product or its affected components without disruption.
- d. If Contractor directs the State to cease using any Product under **Section 12.c.**, the State may terminate this Contract for cause under **Section 8**. Provided however, should an infringement claim arise as described in Section 12.e. below, the State may only terminate this Contract for convenience under Section 9.
- e. Contractor will have no liability for any claim of infringement arising from:
- i. Contractor's compliance with any designs, specifications, or instructions of the State; or
  - ii. modification of the Product by the State without the prior knowledge and approval of Contractor; or
  - iii. combination of the operation, or use of Contractor's Product with any products, software or business processes not provided, authorized or approved by or on behalf of Contractor, if (1) no violation of third party rights would have occurred without such combination and (2) such software, products, or services are not reasonably required or expected for using the Product in its intended manner and there are no specifications, documentation, or other materials indicating Contractor's specification, authorization or approval of the use of the Product in combination therewith.

### 13. Disclaimer of Damages and Limitation of Liability.

- a. The State's and Contractor's Disclaimer of Damages. THE STATE AND CONTRACTOR WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.
- b. The State's and Contractor's Limitation of Liability. IN NO EVENT WILL THE STATE'S OR CONTRACTOR'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.
- c. Exceptions. Subsections (a) (Disclaimer of Damages) and (b) (Limitation of Liability) above shall not apply to Contractor's obligation to indemnify under this Contract.

### 14. State Data.

- a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: the State's data collected, used, processed, stored, or generated as the result of the Contract Activities, including but not limited to personally identifiable information ("PII") and the State's Customer Proprietary Network Information (CPNI), as defined in the Communications Act of 1934, as amended, 47 U.S.C. § 222, (1996). Unless otherwise agreed to by the parties in writing, the PII Contractor requires access to is limited to points of contact information applicable to the management of the State's or Participating Entity's account with Contractor. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
- b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) subject to Contractor's obligation to

adhere to Federal CPNI rules and regulations (47CFR 64.2011), not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract. Notwithstanding anything to the contrary, the notice provisions in this Section shall not apply to legal demands Contractor receives for subscriber information and/or transactional records associated with use of a particular handset and Contractor, only to extent Contractor can comply legally and operationally, will immediately notify the State upon receipt of any such legal demands.

- c. Extraction of State Data. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Backup and Recovery of State Data. Unless otherwise specified in a Statement of Work, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Statement of Work, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- e. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but within 72 hours and subject to applicable laws of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or personal health information ("PHI"), at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) business days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any reasonable costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within a reasonable time after completion of Contractor's investigation of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to the State, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this **Section 14** are to be considered direct damages and not consequential damages. This section survives termination or expiration of this Contract.
- f. State's Governance, Risk and Compliance (GRC) platform. Contractor is required to assist the State with its security accreditation process through the development, completion and ongoing updating of a system security plan using the State's automated GRC platform and implement any required safeguards or remediate any security vulnerabilities as identified by the results of the security accreditation process.

**15. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information. For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; and (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) would by its nature be deemed confidential or proprietary, including, but not limited to personnel records or PII. The term “Confidential Information” does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. Except as may be required by applicable law, the parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor’s responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State’s Confidential Information in confidence. At the State’s request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party’s possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State’s legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor’s Confidential Information will be destroyed after the retention period expires.

## **16. Data Privacy and Information Security.**

- a. Undertaking by Contractor. Without limiting Contractor’s obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data in its custody or control; (b) protect against any threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor’s data privacy and information security program be less stringent than the safeguards required by applicable Federal and State law. The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise

IT Policy. Contractor represents that Contractor's Information Security Policy (as described below) that governs Contractor's provision of wireless services under this Contract materially complies with all the applicable information security policies published by the State and available at [https://www.michigan.gov/dtmb/0,5552,7-358-82547\\_56579\\_56755--,00.html](https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755--,00.html). All voice and data traffic on legacy Contractor networks (i.e., Contractor-owned or managed physical infrastructure) that cannot be protected using IP network encryption software must be encrypted by the Contractor.

As a regulated telecommunication company, Contractor is subject to laws that govern and regulate how Contractor must conduct its business. Contractor's security policy is based on these governing bodies such as the Federal Communications Commission (FCC) and the associated seven Bureaus, Regulation on Network and Data Security in Electronic Communications Law, National Cybersecurity Protection Act, National Assertion of Regulatory Commissioners, and other laws enacted by the Department of Homeland Security. Contractor uses many regulations as the framework for creating its security policy, such as SOX's, Gramm Leach Bliley Act, PCI, and standards for protection of CPNI, and PII. Contractor's Information Security Policy is based on industry best practices and frameworks supported by legal and technical controls, such as NIST CSF, and ISO. Contractor takes reasonable security procedures and practices appropriate to the nature of the information, and to protect the personal information from unauthorized access, destruction, use, modification, or disclosure. As a Contractor providing wireless connectivity, Contractor maintains responsibility for security and protection of layer 1 data transmission services and raw bits from layer 2 as it relates to voice, SMS, and data traffic.

- b. Audit by Contractor. Contractor represents that it conducts comprehensive independent third-party audits or assessments of its data privacy and information security program on a periodic basis pursuant to internal Contractor operational policy and applicable law. Upon request, Contractor will agree to provide summaries to the State as to when audits are conducted. Contractor will cooperate to share and review general audit information with the State, in a mutually agreed to manner, subject to the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract.

Such Confidential Information may also include trade secrets, sensitive network security and operating system information, and/or Contractor customer confidential information of which Contractor is obligated and entitled to protect pursuant to applicable law, regulations, industry standards, and best practices.

- c. Request for Information by the State. Without limiting any other rights of the State, the State may, at its expense, periodically request, on a reasonable basis, additional information such as vendor questionnaires (one time per calendar year upon 30 days advance written notice) regarding Contractor's data privacy and information security program.
- d. Audit Findings. Contractor must implement any required safeguards as identified and mutually agreed to by the parties or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

- 17. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.



- 18. Warranties and Representations.** In addition to the warranties provided under Section 17 of the Master Agreement, Contractor represents and warrants: (a) Contractor is the owner or licensee of all Deliverables it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Deliverables are provided free from any security interest, lien, or encumbrance and will continue in that respect; (c) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Deliverables; (d) Contractor will not negate, exclude, limit, or modify any warranty otherwise available to the State in any way; (e) the Contract signatory has the authority to enter into the Contract; (f) all information furnished and representations made in connection with the Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading, and the (g) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.
- 19. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 20. [Intentionally Omitted].**
- 21. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 22. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 23. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 24. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 25. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance; provided however, any amounts to the Contractor that are not in dispute will be paid pursuant to this Contract.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
- 26. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.



27. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
28. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

**Exhibit 2 to Participating Addendum for Michigan  
Products and Price List**

State of Michigan NASPO MA176 Government Rate Plans Updated: April 2021			
			15%
Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Cost/Line (After Eligible Contract Discount)
<b>Voice &amp; Data Plans</b>			
Simple Choice Unlimited Talk, Text, and Data w/2GB LTE Data	<ul style="list-style-type: none"> <li>• Unlimited talk, text and data with no overages or annual service contracts.</li> <li>• Includes unlimited calling to any number in Mexico and Canada from the U.S. PLUS unlimited calling, texting and data while traveling in Canada and Mexico (use your 4G LTE data up to 5GB) at no extra charge.</li> <li>• Starting with up to 2GB 4G LTE data per month. Your choice of additional 4G LTE data.</li> <li>• Unlimited data and texting when you travel to any of 120+ countries and destinations so you can stay connected when you're abroad.</li> <li>• Includes Binge On optimized video streaming that saves your data.</li> <li>• Music Freedom with unlimited music streaming on our network from top services such as Pandora and iHeart Radio without using your data.</li> <li>• Coverage not available in some areas.</li> <li>• Detectable video typically streams at 480p; disable any time.</li> <li>• On all T-Mobile plans, during congestion, the small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. (Requires minimum of 12 lines for each account)</li> </ul>	\$15.00	\$12.75
Government Unlimited for Phones	<ul style="list-style-type: none"> <li>• Unlimited talk, text, and data on our advanced network with no annual service contracts or data overages.</li> <li>• Free Scam Shield™ app. with Scam ID and Scam Block.</li> <li>• Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada.</li> <li>• Unlimited texting and 2G data roaming in more than 210 countries and destinations</li> <li>• Unlimited domestic data roaming and unlimited video streaming at DVD quality</li> <li>• 11GB of 4G LTE hotspot data (with unlimited max 3G</li> </ul>	\$29.00	\$24.65

	<p>hotspot speeds thereafter)</p> <ul style="list-style-type: none"> <li>• Texting and a free hour of Wi-Fi on Gogo®-enabled flights</li> <li>• During congestion, a small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Video typically streams on smartphone/tablet at DVD quality (480p) unless you enable HD Video (1080p).</li> <li>• Coverage not available in some areas.</li> </ul>		
Government Unlimited for Phones w/Device Subsidy 2.0 Level 1	<ul style="list-style-type: none"> <li>• Unlimited talk, text, and data on our advanced network with no data overages.</li> <li>• Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge.</li> <li>• Unlimited text and 2G data roaming in more than 210 countries and destinations</li> </ul>	\$41.00	\$34.85
Government Unlimited for Phones w/Device Subsidy 2.0 Level 2	<ul style="list-style-type: none"> <li>• Unlimited domestic data roaming and unlimited video streaming at DVD quality</li> <li>• 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter)</li> </ul>	\$53.00	\$45.05
Government Unlimited for Phones w/Device Subsidy 2.0 Level 3	<ul style="list-style-type: none"> <li>• Free texting and a free hour of Wi-Fi on Gogo-enabled flights</li> <li>• During congestion, a small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</li> <li>• Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment.</li> <li>• Coverage not available in some areas.</li> </ul>	\$64.00	\$54.40
Government Unlimited for Phones Data Feature w/21GB Hotspot	Unlimited 4G LTE Data feature with 21GB Hotspot	\$10.00	\$8.50
Government Unlimited for Phones Data Feature w/31GB Hotspot	Unlimited 4G LTE Data feature with 31GB Hotspot	\$15.00	\$12.75
Government Unlimited for Phones Data Feature w/41GB Hotspot	Unlimited 4G LTE Data feature with 41GB Hotspot	\$25.00	\$21.25
<b>Mobile Internet Plans</b>			

<p>Simple Choice Unlimited Mobile Internet Data for Government w/2GB 4G LTE Data</p>	<p>High-speed data in the U.S. - plus use up to 5GB of your high-speed data in Canada and Mexico at no extra charge. Up to 2 GB of monthly high-speed mobile internet access. Speeds slowed to up to 2G speeds after 2 GB. No annual service contract. No overages. Unlimited international web while roaming in 210+ countries &amp; destinations. Including Binge On - optimized video streaming (typically streams at 480p) AND stream unlimited video on popular services like Netflix, HBO NOW, Hulu and more without using your high-speed data. Includes Data Stash which rolls your unused on-network 4G LTE data into your Data Stash bucket up to 20GB that must be used within 12mos. Stream unlimited music on services like Pandora, iHeartRadio and more without counting against your 4G LTE data on our network. On all T-Mobile plans, during congestion, the small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</p>	<p>\$10.00</p>	<p>\$10.00</p>
<p>Government Unlimited 4G LTE Mobile Internet Data</p>	<ul style="list-style-type: none"> <li>• Unlimited 4G LTE High-speed Mobile Internet Data</li> <li>• Unlimited domestic messaging</li> <li>• Domestic data roaming</li> <li>• Simple Global</li> <li>• Stateside International Unlimited Texting</li> <li>• For use with Tablets/Hotspots/Routers/Modems</li> </ul>	<p>\$35.00</p>	<p>\$29.75</p>
<p>Government Unlimited Mobile Internet for Tablets w/11GB Hotspot</p>	<ul style="list-style-type: none"> <li>• Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages.</li> <li>• 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter)</li> <li>• Texting and up to 5GB of 4G LTE data in Mexico and Canada.</li> <li>• Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality</li> <li>• During congestion, a small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</li> <li>• Coverage not available in some areas.</li> </ul>	<p>\$23.50</p>	<p>\$19.98</p>

<p>Government Unlimited Mobile Internet for Tablets w/21GB Hotspot</p>	<ul style="list-style-type: none"> <li>• Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages.</li> <li>• 21GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter)</li> <li>• Texting and up to 5GB of 4G LTE data in Mexico and Canada.</li> <li>• Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality</li> <li>• During congestion, a small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</li> <li>• Coverage not available in some areas.</li> </ul>	<p>\$35.00</p>	<p>\$29.75</p>
<p>Government Unlimited Mobile Internet for Tablets w/31GB Hotspot</p>	<ul style="list-style-type: none"> <li>• Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages.</li> <li>• 31GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter)</li> <li>• Texting and up to 5GB of 4G LTE data in Mexico and Canada.</li> <li>• Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality</li> <li>• During congestion, a small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</li> <li>• Coverage not available in some areas.</li> </ul>	<p>\$40.50</p>	<p>\$34.43</p>
<p>Government Unlimited Mobile Internet for Tablets w/41GB Hotspot</p>	<ul style="list-style-type: none"> <li>• Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages.</li> <li>• 41GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter)</li> <li>• Texting and up to 5GB of 4G LTE data in Mexico and Canada.</li> <li>• Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality</li> <li>• During congestion, a small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</li> <li>• Coverage not available in some areas.</li> </ul>	<p>\$52.50</p>	<p>\$44.63</p>
<p>Government Unlimited Tablet 2.0 Subsidy Level 1 w/11GB Hotspot</p>	<ul style="list-style-type: none"> <li>• Unlimited texting and 4G LTE data on our advanced network with no data overages.</li> <li>• 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter)</li> </ul>	<p>\$35.00</p>	<p>\$29.75</p>

Government Unlimited Tablet 2.0 Subsidy Level 2 w/11GB Hotspot	<ul style="list-style-type: none"> <li>Texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus</li> <li>Unlimited texting and 2G data roaming in 210+ countries and destinations</li> <li>Unlimited video streaming at DVD quality</li> <li>During congestion, a small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</li> <li>Video typically streams on smartphone/tablet at DVD quality (480p)</li> <li>Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment.</li> <li>Coverage not available in some areas.</li> </ul>	\$47.00	\$39.95
Government Unlimited Tablet 2.0 Subsidy Level 3 w/11GB Hotspot	<ul style="list-style-type: none"> <li>Unlimited video streaming at DVD quality</li> <li>During congestion, a small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</li> <li>Video typically streams on smartphone/tablet at DVD quality (480p)</li> <li>Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment.</li> <li>Coverage not available in some areas.</li> </ul>	\$59.00	\$50.15
Government Unlimited Tablet 2.0 Subsidy Level 1 w/21GB Hotspot	<ul style="list-style-type: none"> <li>Unlimited texting and 4G LTE data on our advanced network with no data overages.</li> <li>21GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter)</li> <li>Texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus</li> <li>Unlimited texting and 2G data roaming in 210+ countries and destinations</li> <li>Unlimited video streaming at DVD quality</li> <li>During congestion, a small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</li> <li>Video typically streams on smartphone/tablet at DVD quality (480p)</li> <li>Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment.</li> <li>Coverage not available in some areas.</li> </ul>	\$47.00	\$39.95
Government Unlimited Tablet 2.0 Subsidy Level 2 w/21GB Hotspot	<ul style="list-style-type: none"> <li>Texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus</li> <li>Unlimited texting and 2G data roaming in 210+ countries and destinations</li> <li>Unlimited video streaming at DVD quality</li> <li>During congestion, a small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</li> <li>Video typically streams on smartphone/tablet at DVD quality (480p)</li> <li>Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment.</li> <li>Coverage not available in some areas.</li> </ul>	\$59.00	\$50.15
Government Unlimited Tablet 2.0 Subsidy Level 3 w/21GB Hotspot	<ul style="list-style-type: none"> <li>Unlimited video streaming at DVD quality</li> <li>During congestion, a small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</li> <li>Video typically streams on smartphone/tablet at DVD quality (480p)</li> <li>Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment.</li> <li>Coverage not available in some areas.</li> </ul>	\$71.00	\$60.35
Government Unlimited Tablet 2.0 Subsidy Level 1 w/31GB Hotspot	<ul style="list-style-type: none"> <li>Unlimited texting and 4G LTE data on our advanced network with no data overages.</li> <li>31GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter)</li> <li>Texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus</li> <li>Unlimited texting and 2G data roaming in 210+ countries and destinations</li> <li>Unlimited video streaming at DVD quality</li> <li>During congestion, a small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</li> <li>Video typically streams on smartphone/tablet at DVD</li> </ul>	\$53.00	\$45.05
Government Unlimited Tablet 2.0 Subsidy Level 2 w/31GB Hotspot	<ul style="list-style-type: none"> <li>Texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus</li> <li>Unlimited texting and 2G data roaming in 210+ countries and destinations</li> <li>Unlimited video streaming at DVD quality</li> <li>During congestion, a small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</li> <li>Video typically streams on smartphone/tablet at DVD</li> </ul>	\$65.00	\$55.25
Government Unlimited Tablet 2.0 Subsidy Level 3 w/31GB Hotspot	<ul style="list-style-type: none"> <li>During congestion, a small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</li> <li>Video typically streams on smartphone/tablet at DVD</li> </ul>	\$76.00	\$64.60

	<p>quality (480p)</p> <ul style="list-style-type: none"> <li>• Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment.</li> <li>• Coverage not available in some areas.</li> </ul>		
Government Unlimited Tablet 2.0 Subsidy Level 1 w/41GB Hotspot	<ul style="list-style-type: none"> <li>• Unlimited texting and 4G LTE data on our advanced network with no data overages.</li> <li>• 41GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter)</li> <li>• Texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus</li> <li>• Unlimited texting and 2G data roaming in 210+ countries and destinations</li> <li>• Unlimited video streaming at DVD quality</li> <li>• During congestion, a small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</li> <li>• Video typically streams on smartphone/tablet at DVD quality (480p)</li> <li>• Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment.</li> <li>• Coverage not available in some areas.</li> </ul>	\$65.00	\$55.25
Government Unlimited Tablet 2.0 Subsidy Level 2 w/41GB Hotspot	<ul style="list-style-type: none"> <li>• Unlimited video streaming at DVD quality</li> <li>• During congestion, a small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</li> <li>• Video typically streams on smartphone/tablet at DVD quality (480p)</li> <li>• Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment.</li> <li>• Coverage not available in some areas.</li> </ul>	\$76.00	\$64.60
Government Unlimited Tablet 2.0 Subsidy Level 3 w/41GB Hotspot	<ul style="list-style-type: none"> <li>• Unlimited video streaming at DVD quality</li> <li>• During congestion, a small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</li> <li>• Video typically streams on smartphone/tablet at DVD quality (480p)</li> <li>• Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment.</li> <li>• Coverage not available in some areas.</li> </ul>	\$88.00	\$74.80
<b>Machine to Machine Unlimited Data</b>			
Machine to Machine Unlimited Data (128kbps) w/Text	Machine-to-machine use. The data speed is limited to a maximum of 128 kbps. Includes 200mb of domestic roaming data and 500 SMS. This plan does not support voice calling.	\$5.00	\$5.00
Machine to Machine Unlimited Data (512kbps) w/text	Machine-to-machine use. The data speed is limited to a maximum of 512 kbps. Includes 200mb of domestic roaming data and 500 SMS. This plan does not support voice calling.	\$10.00	\$10.00
<b>EmpowerED Program Plans</b>			
EmpowerED 2.0 Program 2GB Mobile Internet	Unlimited data (speeds slow at 2GB); Unlimited messaging; Smartphone Mobile Hotspot (speeds slow at 2GB); Binge On; Domestic data roaming; Simple Global; All recurring taxes and fees included in MRC	\$0.00	\$0.00
EmpowerED 2.0 Program 2GB Mobile Internet	Unlimited data (speeds slow at 2GB); Unlimited messaging; Smartphone Mobile Hotspot (speeds slow at 2GB); Binge On; Domestic data roaming; Simple Global; Music Freedom; All recurring taxes and fees included in MRC	\$10.00	\$10.00

EmpowerED 2.0 Program Unlimited 4G LTE Mobile Internet	Unlimited 4G LTE Data; Unlimited Messaging; Binge On; Domestic data roaming; Simple Global; Stateside International Unlimited Texting; Music Freedom; All recurring taxes and fees included in MRC	\$20.00	\$20.00
EmpowerED 2.0 Program Unlimited Hotspot	Unlimited 4G LTE Data; Unlimited Messaging; Binge On; Domestic data roaming; Simple Global; Stateside International Unlimited Texting; Music Freedom; All recurring taxes and fees included in MRC	\$20.00	\$20.00
EmpowerED Program Unlimited Voice with Unlimited Hotspot	Unlimited Data (speeds slow at 3GB allotment for limited bucket plan); Unlimited Mobile Hotspot (speeds slow at 3GB allotment for limited bucket plan); Unlimited Voice; 200MB Domestic data roaming; Simple Global; Optional content filter: GEDFLTER0 - for filtering content; Non-geographic phone number; Tax Exclusive; For use with Samsung A11, A10e, A20, Moto E6, and LG Aristo 4+ only.	\$25.00	\$25.00
Government Private Static IP Mobile Internet for EmpowerEd only	Government Private Static IP Mobile Internet. Customized setup on devices needed.	\$0.00	\$0.00
Gov Edu Web Filtering	Web Content Filtering for Government	\$0.00	\$0.00
Business EDU Web Filtering	Web Content Filtering for Business & Government	\$1.00	\$1.00
<b>Project 10Million Plans</b>			
Project 10Million TFB 100 GB Per Year Program Plan (NSLP)	100 GB data per year. Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	\$0.00	\$0.00
Project 10Million TFB 100 GB Per Month Program Plan (NSLP)	100 GB data per month. Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	\$12.00	\$12.00
Project 10Million Unlimited Program Plan (NSLP)	Unlimited data per month. Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 5 year T-Mobile commitment.	\$15.00	\$15.00
Project 10Million TFB 100 GB Per Month General Rate Plan (NSLP & Non-NSLP)	100 GB data per month (2 year commitment). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	\$12.00	\$12.00
Project 10Million General Unlimited Plans (NSLP & Non-NSLP)	Unlimited data per month (2 year commitment). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	\$15.00	\$15.00



Project 10Million General Unlimited Plan (NSLP & Non-NSLP)	Unlimited data per month (1 year commitment).Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	\$20.00	\$20.00
Project 10Million General Unlimited Plan (NSLP & Non-NSLP)	Unlimited data per month (Month-to-Month Term). Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	\$25.00	\$25.00
<b>Education Only Teacher Subsidy Plans</b>			
Teacher Plans - Subsidy Level 1	<ul style="list-style-type: none"> <li>• Eligible K-12 or higher ED teachers, administrators, school staff.</li> <li>• Unlimited talk, text, and unlimited data while on our network with no overages.</li> <li>• Unlimited HS included at no extra charge.</li> <li>• Equipment subsidy \$180.</li> <li>• During congestion, a small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</li> <li>• Coverage not available in some areas.</li> <li>• Subsidy plans include part or all of the cost of a phone in the monthly charge, and a two-year service agreement is required. If you cancel service, you may be charged a subsidy repayment (1/24th of subsidy per month remaining).</li> </ul>	\$35.00	\$29.75
Teacher Plans - Subsidy Level 2	<ul style="list-style-type: none"> <li>• Eligible K-12 or higher ED teachers, administrators, school staff.</li> <li>• Unlimited talk, text, and unlimited data while on our network with no overages.</li> <li>• Unlimited HS included at no extra charge.</li> <li>• Equipment subsidy \$400.</li> <li>• During congestion, a small fraction of customers using &gt;50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</li> <li>• Coverage not available in some areas.</li> <li>• Subsidy plans include part or all of the cost of a phone in the monthly charge, and a two-year service agreement is required. If you cancel service, you may be charged a subsidy repayment (1/24th of subsidy per month remaining).</li> </ul>	\$47.00	\$39.95
Gov Edu Web Filtering	Web Content Filtering for Government Teacher Plan	\$0.00	\$0.00

<b>First Responder Voice Plans</b>			
Connecting Heroes Unlimited \$0	<ul style="list-style-type: none"> <li>• Unlimited talk, text, and unlimited data while on our network with no overages.</li> <li>• Includes 1GB of high speed mobile hotspot data, then unlimited hotspot data at 3G speeds.</li> <li>• Unlimited talk, text, and up to 5GB of 4G LTE data in Mexico and Canada, then data at speeds up to 128kbps.</li> <li>• Additional international features available for purchase.</li> <li>• Coverage not available in some areas.</li> <li>• Not Subject to the fair usage prioritization threshold</li> </ul>	\$0.00	\$0.00
Connecting Heroes AMP Unlimited \$15	<ul style="list-style-type: none"> <li>• Connecting Heroes features plus 20GB of high speed mobile hotspot data, then unlimited hotspot data at 3G speeds.</li> <li>• Unlimited texting and data at up to 256kbps when traveling abroad in 210+ countries and destinations.</li> <li>• Unlimited texting and in-flight Wi-Fi on Gogo®-enabled flights.</li> <li>• Unlimited talk, text, and up to 5GB of 4G LTE data in Mexico and Canada, then data speeds at up to 256 kbps.</li> <li>• Name ID and Voicemail to Text.</li> <li>• Video streams at up to 1080p when HD video is activated.</li> <li>• Coverage not available in some areas.</li> <li>• Not Subject to the fair usage prioritization threshold</li> </ul>	\$15.00	\$15.00
First Responder Unlimited Talk and Text with 2GB or 6GB 4G LTE Data	<ul style="list-style-type: none"> <li>• Unlimited talk, text and data while on our network with no overages or annual service contracts.</li> <li>• Starting with up to 2GB 4G LTE data per month.</li> <li>• Additional data available at 6GB 4G LTE data.</li> </ul>	\$15.00	\$12.75
2GB 4G LTE Data Feature for First Responder Unlimited Talk and Text	<ul style="list-style-type: none"> <li>• 2GB 4G LTE &amp; Smartphone Mobile Hotspot (SMHS) data on your smartphone while on our network.</li> <li>• No overage fees.</li> </ul>	\$0.00	\$0.00
6GB 4G LTE Data Feature for First Responder Unlimited Talk and Text	<ul style="list-style-type: none"> <li>• 6GB 4G LTE &amp; Smartphone Mobile Hotspot (SMHS) data on your smartphone while on our network.</li> <li>• No overage fees.</li> </ul>	\$15.00	\$12.75
First Responder Unlimited for Phones	<ul style="list-style-type: none"> <li>• Unlimited talk, text, and data on our advanced network with no annual service contracts or data overages.</li> <li>• Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge.</li> <li>• Unlimited texting and 2G data roaming in more than 210 countries and destinations</li> <li>• Unlimited domestic data roaming and unlimited video streaming at DVD quality</li> <li>• 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter)</li> </ul>	\$34.00	\$28.90

	<ul style="list-style-type: none"> <li>• Free texting and a free hour of Wi-Fi on Gogo-enabled flights</li> <li>• Coverage not available in some areas.</li> <li>• Not Subject to the fair usage prioritization threshold</li> </ul>		
First Responder Unlimited for Phones w/Device Subsidy 2.0 Level 1	<ul style="list-style-type: none"> <li>• Unlimited talk, text, and data on our advanced network with no data overages.</li> <li>• Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge.</li> </ul>	\$46.00	\$39.10
First Responder Unlimited for Phones w/Device Subsidy 2.0 Level 2	<ul style="list-style-type: none"> <li>• Unlimited texting and 2G data roaming in more than 210 countries and destinations</li> <li>• Unlimited domestic data roaming and unlimited video streaming at DVD quality</li> <li>• 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter)</li> </ul>	\$58.00	\$49.30
First Responder Unlimited for Phones w/Device Subsidy 2.0 Level 3	<ul style="list-style-type: none"> <li>• Free texting and a free hour of Wi-Fi on Gogo-enabled flights</li> <li>• Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment.</li> <li>• Coverage not available in some areas</li> <li>• Not Subject to the fair usage prioritization threshold</li> </ul>	\$69.00	\$58.65
First Responder Unlimited for Phones Data Feature w/11 GB Hotspot	<ul style="list-style-type: none"> <li>• Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones.</li> <li>• Includes 11GB of 4G LTE Mobile Hotspot.</li> </ul>	\$0.00	\$0.00
First Responder Unlimited for Phones Data Feature w/21 GB Hotspot	<ul style="list-style-type: none"> <li>• Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones.</li> <li>• Includes 21GB of 4G LTE Mobile Hotspot.</li> </ul>	\$10.00	\$8.50
First Responder Unlimited for Phones Data Feature w/31 GB Hotspot	<ul style="list-style-type: none"> <li>• Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones.</li> <li>• Includes 31GB of 4G LTE Mobile Hotspot.</li> </ul>	\$15.00	\$12.75
First Responder Unlimited for Phones Data Feature w/41 GB Hotspot	<ul style="list-style-type: none"> <li>• Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones.</li> <li>• Includes 41GB of 4G LTE Mobile Hotspot.</li> </ul>	\$25.00	\$21.25

<b>First Responder Data Plans</b>			
First Responder Unlimited 4G LTE Mobile Internet	<ul style="list-style-type: none"> <li>• Unlimited 4G Mobile Hotspot data while on our network with no overages or annual service contracts.</li> <li>• Up to 5GB LTE data in Canada and Mexico, then unlimited at 2G speeds.</li> </ul>	\$40.00	\$34.00
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 11GB hotspot	<ul style="list-style-type: none"> <li>• Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages.</li> <li>• 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter)</li> <li>• Texting and up to 5GB of 4G LTE data in Mexico and Canada.</li> <li>• Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality</li> <li>• Coverage not available in some areas.</li> </ul>	\$28.50	\$24.23
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 21GB hotspot	<ul style="list-style-type: none"> <li>• Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages.</li> <li>• 21GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter)</li> <li>• Texting and up to 5GB of 4G LTE data in Mexico and Canada.</li> <li>• Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality</li> <li>• Coverage not available in some areas.</li> </ul>	\$40.50	\$34.43
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 31 GB hotspot	<ul style="list-style-type: none"> <li>• Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages.</li> <li>• 31GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter)</li> <li>• Texting and up to 5GB of 4G LTE data in Mexico and Canada.</li> <li>• Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality</li> <li>• Coverage not available in some areas.</li> </ul>	\$45.50	\$38.68
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 41 GB hotspot	<ul style="list-style-type: none"> <li>• Unlimited texting and 4G LTE data on our advanced network with no annual service contracts or data overages.</li> <li>• 41GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter)</li> <li>• Texting and up to 5GB of 4G LTE data in Mexico and Canada.</li> <li>• Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD</li> </ul>	\$57.50	\$48.88

	<p>quality</p> <ul style="list-style-type: none"> <li>• Coverage not available in some areas.</li> </ul>		
First Responder Unlimited Tablet 2.0 Subsidy Level 1 w/11GB hotspot	<ul style="list-style-type: none"> <li>• Unlimited texting and 4G LTE data on our advanced network with no data overages.</li> <li>• 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter)</li> </ul>	\$40.00	\$34.00
First Responder Unlimited Tablet 2.0 Subsidy Level 2 w/11GB hotspot	<ul style="list-style-type: none"> <li>• Texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus</li> <li>• Unlimited texting and 2G data roaming in 210+ countries and destinations</li> </ul>	\$52.00	\$44.20
First Responder Unlimited Tablet 2.0 Subsidy Level 3 w/11GB hotspot	<ul style="list-style-type: none"> <li>• Unlimited video streaming at DVD quality</li> <li>• Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment.</li> <li>• Coverage not available in some areas.</li> </ul>	\$64.00	\$54.40
First Responder Unlimited Tablet 2.0 Subsidy Level 1 w/21GB hotspot	<ul style="list-style-type: none"> <li>• Unlimited texting and 4G LTE data on our advanced network with no data overages.</li> <li>• 21GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter)</li> </ul>	\$52.00	\$44.20
First Responder Unlimited Tablet 2.0 Subsidy Level 2 w/21GB hotspot	<ul style="list-style-type: none"> <li>• Texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus</li> <li>• Unlimited texting and 2G data roaming in 210+ countries and destinations</li> </ul>	\$64.00	\$54.40
First Responder Unlimited Tablet 2.0 Subsidy Level 3 w/21GB hotspot	<ul style="list-style-type: none"> <li>• Unlimited video streaming at DVD quality</li> <li>• Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment.</li> <li>• Coverage not available in some areas.</li> </ul>	\$76.00	\$64.60
First Responder Unlimited Tablet 2.0 Subsidy Level 1 w/31GB hotspot	<ul style="list-style-type: none"> <li>• Unlimited texting and 4G LTE data on our advanced network with no data overages.</li> <li>• 31GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter)</li> </ul>	\$57.00	\$48.45
First Responder Unlimited Tablet 2.0 Subsidy Level 2 w/31GB hotspot	<ul style="list-style-type: none"> <li>• Texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus</li> <li>• Unlimited texting and 2G data roaming in 210+ countries and destinations</li> </ul>	\$69.00	\$58.65
First Responder Unlimited Tablet 2.0	<ul style="list-style-type: none"> <li>• Unlimited video streaming at DVD quality</li> <li>• Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required.</li> </ul>	\$81.00	\$68.85

Subsidy Level 1 w/31GB hotspot	If you cancel service, you may be charged a pro rata subsidy repayment. • Coverage not available in some areas.		
First Responder Unlimited Tablet 2.0 Subsidy Level 2 w/41GB hotspot	• Unlimited texting and 4G LTE data on our advanced network with no data overages. • 41GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter)	\$69.00	\$58.65
First Responder Unlimited Tablet 2.0 Subsidy Level 3 w/41GB hotspot	• Texting and up to 5GB of 4G LTE data in Mexico and Canada. Plus • Unlimited texting and 2G data roaming in 210+ countries and destinations	\$81.00	\$68.85
First Responder Unlimited Tablet 2.0 Subsidy Level 3 w/41GB hotspot	• Unlimited video streaming at DVD quality • Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. • Coverage not available in some areas.	\$93.00	\$79.05
<b>Features</b>			
Government Public Static IP Voice	Government Public Static IP Voice, MMS & tethering not supported. Customized setup on devices needed.	\$2.00	\$2.00
Government Public Static IP Mobile Internet	Government Public Static IP Mobile Internet. Customized setup on devices needed.	\$2.00	\$2.00

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

- 1) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account. Each line of Service must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service (the “**Subsidy Term**”);
- 2) Each line of Service must remain active, without suspension, for a 90-day period following the activation (“**Minimum Activations Period**”);
- 3) Each line of Service must be activated in accordance with the terms of the Agreement;
- 4) Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term;
- 5) The subsidy cannot be combined with any other discounts, credits or promotional offers; and
- 6) Customer’s account with T-Mobile must be in good standing to receive the subsidy.

**Minimum Activation Period/Termination.** If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of \$150 for such line, then Customer will reimburse T-Mobile \$75 (i.e. 50% [12/24 months] X \$150) for such terminated line). Customer may either (i) pay T-Mobile the aggregate amount of issued subsidy for terminated lines of Service which are terminated before the end of the Subsidy Term within 30 days of termination of the affected lines of Service;

or (ii) T-Mobile may charge Customer for the Activation Credits issued for each terminated lines of Service and Customer agrees to pay T-Mobile for the Subsidy issued to Customer for the terminated lines within 30 days of issuance of notice by T-Mobile.

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

**Requirements to qualify for Subsidy allowance under EmpowerED Program:**

- For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the EmpowerED rate plan listed under its Master Account. Each line of Service must be activated and maintained for at least the Term without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the “**Device Discount/Subsidy Term**”);
- Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for a pro rata portion of the Device Discount/Subsidy received for each month remaining in the Device Discount/Subsidy Term.
- Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;
- This Device Discount/Subsidy cannot be combined with any other discount or promo offers;
- Customer’s account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and
- Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy. Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.

**\*Project 10Million**

Limited time offer; subject to change. Available lines are limited. Intended for student mobile connectivity. Must verify student National School Lunch Program eligibility. 1 offer per household. Confirm your program can accept free equipment and/or service. Roaming not available. Annual data service ends at earlier of 100GB or 365 days; monthly data service ends at 100GB on \$12 plan. Excessive switching between data allotments may be limited. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$1.16 per data only line (\$0.15 for RPF & \$1.01 for TRF) apply for paid plans. Video streams at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Coverage not available in some areas. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com for additional information.

**\*Teacher Plans**

**24 months consecutive service on qualifying plan required for device subsidy pricing; if any line receiving a device subsidy is cancelled, suspended, or changed to a lower-priced rate plan, you may be charged a subsidy repayment (1/24th of subsidy per month remaining in the subsidy term). Tax on pre-subsidy price of device due at sale. For individual educator use; not for classroom connectivity.** Qualifying government account, credit approval, deposit, and \$25 SIM starter kit or, in stores & on customer service calls, \$20 upgrade support charge

may be required. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.18 per voice line (\$0.60 for RPF & \$2.58 for TRF) applies; taxes/fees approx. 6-28% of bill where applicable. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. Unlimited high-speed data US only. In Canada/Mexico, up to 5GB high-speed data then unlimited at up to 128kbps. Not available for hotspots and some other data-first devices. **Video streams** at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Optional educational filtering may prevent some video streaming or other content. **Not for extended international use; primary usage must occur on our network.** Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. We are not responsible for our partners' networks. **Coverage** not available in some areas. **Network Management:** Service may be **slowed, suspended, terminated, or restricted** for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion, customers on this plan using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.

\*First Responder plans (excluding Connecting Heroes) are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Minimum qualification is meeting one of the following NAICS Codes [(i) Police Protection 922120, (ii) Fire Protection 922160, (iii) Ambulance Services 621910 ). Final eligibility determinations are in T-Mobile's discretion.

\*\*Connecting Heroes plans not eligible for any aggregate volume discount; \$15 price does not include applicable taxes, fees and surcharges. Video typically streams on smartphone/tablet at DVD quality (480p). Coverage not available in some areas and may be impacted by emergencies; check your response area. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.18 per voice line (\$0.60 for RPF & \$2.58 for TRF) applies to \$15 plan; taxes/fees approx. 0-19% of bill. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra; additional costs posted here: <https://www.t-mobile.com/support/account/out-of-plan-phone-numbers>. Unlimited high-speed data US only. In Canada/Mexico, up to 5GB high-speed data then unlimited at up to 128kbps. Additional international features available for purchase. Not available for hotspots and some other data-first devices. On \$0 plan, video streams at up to 1.5Mbps unless you add Plus. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Tethering: 1GB high-speed data (20GB with Plus) then unlimited on our network at max 3G speeds. For the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Network Management: Program/Service may be slowed, suspended, terminated, or restricted for interference with our network or ability to provide quality service to other users or abusive/excessive use. On-device usage is prioritized over tethering usage, which may result in higher speeds for data used on device. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.

\*\*Connecting Heroes plans are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Final eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required, but is not the sole basis for eligibility: Police Protection 922120 Fire Protection 922160, Ambulance Safety Services 621910. Additionally, qualifying in one of the following subcategories is required:

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

\*\*Total Line Eligibility and Line Limits for Connecting Heroes. Customer may be subject to a limit on lines using either, or a combination of both, the \$0 and \$15 rate plans ("Line Limit"). Line Limits are based on number of



personnel performing first responder functions as described herein (“Qualifying Headcount”). By way of example only, Qualifying Headcount will include, but will not be limited to, firefighters, EMTs, police officers, and dispatchers, but will not include, by way of example only, maintenance staff and office staff. In its sole discretion, T-Mobile will review the Customer’s Line Limit based on Customer’s Qualifying Headcount. T-Mobile may request documentation from Customer relating to its Qualifying Headcount. T-Mobile may also re-verify Customer’s Qualifying Headcount on a regular basis during the Term of the Addendum. Changes in Customer’s Qualifying Headcount may affect Customer’s total Line Limit.

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

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

**Simple Global:** Usage may be taxed in some countries. Calls from Simple Global countries over Wi-Fi are \$.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128Kbps without Plus; with Plus approx. 256 Kbps. See <http://www.t-mobile.com/optional-services/roaming.html> for included countries and destinations. The list is subject to change at T-Mobile’s discretion.

**Stateside Int’l Talk:** Calls must originate on T-Mobile’s U.S. network or in Canada/Mexico. Rates and included countries vary and may change. On-network and U.S. roaming data allotments differ; includes 200 MB domestic roaming. Partial megabytes rounded up. Select companion smartphone and separate qualifying service on each device required.

**Simple Choice North America General Terms:** Additional usage taxed in some countries. Charges apply for calls to other countries. Call forwarding only to U.S. numbers. Partial minutes/megabytes rounded up. Full speeds available up to monthly allotment, including tethering (Unlimited on-smartphone 4G LTE data option includes 14 GB of tethering); then, slowed to up to 2G speeds through bill cycle. Certain uses, e.g., some speed test apps, may not count against high-speed data allotment or have speeds reduced after allotment reached. U.S. roaming and on-network data allotments differ; see your selected service for details.

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

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

## Federal Provisions Addendum

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

### 1. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **2. Davis-Bacon Act (Prevailing Wage)**

If this Contract is a **prime construction contracts** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

### 3. Copeland “Anti-Kickback” Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland “Anti-Kickback” Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

### 4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **5. Rights to Inventions Made Under a Contract or Agreement**

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **6. Clean Air Act and the Federal Water Pollution Control Act**

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

##### Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

##### Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

#### **7. Debarment and Suspension**

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management \(SAM\)](#), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Order 12549 \(51 FR 6370; February 21, 1986\)](#) and 12689 ([54 FR 34131; August 18, 1989](#)), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C,

and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **8. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### **9. Procurement of Recovered Materials**

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **10. Additional FEMA Contract Provisions.**

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- (1) Access to Records. The following access to records requirements apply to this contract:
  - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - c. The Contractor agrees to provide the FEMA Administrator or his authorized

representatives access to construction or other work sites pertaining to the work being completed under the contract.

- d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

(3) DHS Seal, Logo, And Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(4) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(5) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract."

(6) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**PARTICIPATING ADDENDUM**

**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

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**Exhibit 1 - Byrd Anti-Lobbying Certification**

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, T-Mobile USA, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



**PARTICIPATING ADDENDUM**

**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

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Signature of Contractor's Authorized Official

David Bezzant, Vice President, T-Mobile For Government

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Name and Title of Contractor's Authorized Official

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Date

Legal Approved by:

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T-Mobile USA, Inc. Legal Department