



State of New Hampshire

MAY 20 '21 PM 3:51 RCVD

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DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
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Deputy Commissioner
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May 6, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Service, Bureau of Purchase and Property, to enter into a contract amendment for with T-Mobile USA, Inc., of Bellevue, WA (Vendor #176141) for wireless cellular and data services effective upon Governor and Council approval. The original contract was approved by Governor and Executive Council on September 11, 2020, item #52, for a period of two (2) years six (6) months and set to expire on March 31, 2023. This First Amendment will provide additional service plans. The price limitation will remain the same at \$2,062,661.76.

Funding is provided through individual agency expenditures; none of which shall be permitted unless there are sufficient appropriate funds in a specific Accounting Unit to cover the expenditure.

EXPLANATION

The State currently utilizes three contracts for Wireless Cellular and Data Services, which are set to expire on March 31, 2023, and one contract with AT & T for First Responder Network Authority (FirstNet). This amendment will add Government Voice & Data Plans, Mobile Internet Plans, Geotab Fleet Management for Government Plans, Machine to Machine Unlimited Data, PowerEd Program Plans, Project 10 Million Plans, Education Only Teacher Subsidy Plans and First Responder data/plans to the current contract. These additional service plans will give State agencies and eligible participants more options that can better fit their business plans.

Based on the foregoing, I am respectfully recommending approval of the contract amendment with T-Mobile USA, Inc.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

April 28, 2021

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with T-Mobile USA, Inc., as described below and referenced as DoIT No. 2020-007A T-Mobile.

This amendment is to add Government Voice & Data Plans, Mobile Internet Plans, Geotab Fleet Management for Government Plans, Machine to Machine Unlimited Data, PowerED Program Plans, Project 10 Million Plans, Education Only Teacher Subsidy Plans and First Responder data/plans to the current contract with T-Mobile USA.

There is no change to the price limitation and no change to the contract end date of March 31, 2023. This amendment shall become effective upon Governor and Executive Council approval through March 31, 2023.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/ik
DoIT #2020-007A- T-Mobile

cc: Erica Brisson, DAS BoPP

"Innovative Technologies Today for New Hampshire's Tomorrow"

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN T-MOBILE USA, INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR WIRELESS CELLULAR AND DATA SERVICES
CONTRACT # 8002762**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 7th day of May, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and T-Mobile USA, Inc. (hereinafter referred to as "the Contractor") for Wireless Cellular and Data Services.

WHEREAS, pursuant to an agreement approved by Governor and Executive Council on September 11, 2020, item #52, and set to expire March 31, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain wireless cellular and data services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Amend Exhibit B Payment & Pricing; add the following payment terms upon approval of Governor and Executive Council through March 31, 2023:

Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Cost/Line (After Eligible 16% Contract Discount)
Voice & Data Plans			
Simple Choice Unlimited Talk, Text, and Data w/2GB LTE Data	Unlimited talk, text, and data with no overages. Includes unlimited calling to any number in Mexico and Canada from the U.S. PLUS unlimited calling, texting and data while traveling in Canada and Mexico (use your 4G LTE data up to 5GB) at no extra charge. Starting with up to 2GB 4G LTE data per month. Your choice of additional 4G LTE data. Unlimited data and texting when you travel to any of 120+ countries and destinations so you can stay connected when you're abroad. Includes Binge On optimized video streaming that saves your data. Music Freedom with unlimited music streaming on our network from top services such as Pandora and iHeart Radio without using your data.		

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	Coverage not available in some areas. Detectable video typically streams at 480p; disable any time. On all T-Mobile plans, during congestion, the small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. (Requires minimum of 12 lines for each account)	\$15.00	\$12.60
Government Unlimited for Phones	Unlimited talk, text, and data on our advanced network with no data overages. Your plan also includes these great benefits: Manage your anti-scam protections with the free Scam Shield™ app. Identify and help stop likely scammers before you ever get the call with Scam ID and Scam Block. You can also call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. You get unlimited texting and 2G data roaming in more than 210 countries and destinations, unlimited domestic data roaming and unlimited video streaming at DVD quality, 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), free texting and a free hour of Wi-Fi on Gogo®-enabled flights—all included at no extra charge. During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Video typically streams on smartphone at DVD quality (480p) unless you enable HD Video (1080p). Coverage not available in some areas.	\$29.00	\$24.36
Government Unlimited for Phones w/Device Subsidy Level 1	Unlimited talk, text, and data on our advanced network with no data overages. You can also call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. You get unlimited text and 2G data roaming in more than 210 countries and destinations, unlimited domestic data roaming and unlimited video streaming at DVD quality, 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), free texting and a free hour of Wi-Fi on Gogo-enabled flights—all included at no extra charge. During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Coverage not available in some areas.	\$41.00	\$34.44
Government Unlimited for Phones w/Device Subsidy	Unlimited talk, text, and data on our advanced network with no data overages. You can also call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. You get unlimited text and 2G data roaming in more than		

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 Date: 5/7/2021

Level 2	210 countries and destinations, unlimited domestic data roaming and unlimited video streaming at DVD quality, 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), free texting and a free hour of Wi-Fi on Gogo-enabled flights—all included at no extra charge. During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Coverage not available in some areas.	\$53.00	\$44.52
Government Unlimited for Phones w/Device Subsidy Level 3	Unlimited talk, text, and data on our advanced network with no data overages. You can also call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. You get unlimited text and 2G data roaming in more than 210 countries and destinations, unlimited domestic data roaming and unlimited video streaming at DVD quality, 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), free texting and a free hour of Wi-Fi on Gogo-enabled flights—all included at no extra charge. During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Coverage not available in some areas.	\$64.00	\$53.76
Government Unlimited for Phones Data Feature w/21GB Hotspot	Unlimited 4G LTE Data feature with 21 GB Hotspot	\$10.00	\$8.40
Government Unlimited for Phones Data Feature w/31GB Hotspot	Unlimited 4G LTE Data feature with 31 GB Hotspot	\$15.00	\$12.60
Government Unlimited for Phones Data Feature w/41GB Hotspot	Unlimited 4G LTE Data feature with 41 GB Hotspot	\$25.00	\$21.00
Mobile Internet Plans			
Simple Choice Unlimited	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		

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Mobile Internet Data for Government w/2GB 4G LTE Data.	mobile internet access. Speeds slowed to up to 2G speeds after 2 GB. No annual service contracts. No overages. Unlimited international web while roaming in 210+ countries & destinations. Including Binge On - optimized video streaming (typically streams at 480p) AND stream unlimited video on popular services like Netflix, HBO NOW, Hulu and more without using your high-speed data. Includes Data Stash which rolls your unused on-network 4G LTE data into your Data Stash bucket up to 20GB that must be used within 12mos. Stream unlimited music on services like Pandora, iHeartRadio and more without counting against your 4G LTE data on our network. On all T-Mobile plans, during congestion, the small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.	\$10.00	\$10.00
Government Unlimited 4G LTE Mobile Internet Data	Unlimited 4G LTE High-speed Mobile Internet Data; Unlimited domestic messaging; Domestic data roaming; Simple Global; Stateside International Unlimited Texting; For use with Hotspots/Routers/Modems	\$35.00	\$29.40
Geotab Fleet Management for Government Plans			
Geotab Fleet Management Base Plan for Government TE	GPS location, VIN, Driver ID, and basic IOX support worldwide	\$15.00	\$12.60
Geotab Fleet Management Regulatory Plan w/HOS for Government TE	Hours of Service, IFTA and Temperature Monitoring functionality over the Base plan. Geared toward assisting fleets in meeting a range of compliance regulations in the USA and Canada	\$23.50	\$19.74
Geotab Fleet Management Pro Plan TE	The functionality of the Regulatory plan and support for engine and accelerometer data worldwide	\$29.00	\$24.36
Geotab Fleet Management Pro Plus Plan TE (approval required)	The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including EV data worldwide. Minimum 100 lines	\$21.47	\$18.03
Machine to Machine Unlimited Data			
Machine to	Machine-to-machine use. The data speed is		

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Machine Unlimited Data (128kbps) w/Text	limited to a maximum of 128 kbps. Includes 200mb of domestic roaming data and 500 SMS. This plan does not support voice calling.	\$5.00	\$5.00
Machine to Machine Unlimited Data (512kbps) w/text	Machine-to-machine use. The data speed is limited to a maximum of 512 kbps. Includes 200mb of domestic roaming data and 500 SMS. This plan does not support voice calling.	\$10.00	\$10.00
EmpowerED Program Plans			
Government Private Static IP Mobile Internet for EmpowerED only	Government Private Static IP Mobile Internet. Customized setup on devices needed.	\$0.00	\$0.00
Gov Edu Web Filtering	Web Content Filtering for Government	\$0.00	\$0.00
Business EDU Web Filtering	Web Content Filtering for Business & Government	\$1.00	\$1.00
Project 10Million Plans			
Project 10Million TFB 100 GB Per Year Program Plan (NSLP)	100 GB data per year. Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals.	\$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.	\$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.	\$15.00	\$15.00
Project 10Million General Unlimited	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

Plan (NSLP & Non-NSLP)			
Education Only Teacher Subsidy Plans			
Teacher Plans - Subsidy Level 1	<ul style="list-style-type: none"> Eligible K-12 or higher ED teachers, administrators, school staff. Unlimited talk, text, and unlimited data while on our network with no overages. Unlimited HS included at no extra charge. Equipment subsidy \$180. During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Coverage not available in some areas. <p>Subsidy plans include part or all of the cost of a phone in the monthly charge</p>	\$35.00	\$29.40
Teacher Plans - Subsidy Level 2	<ul style="list-style-type: none"> Eligible K-12 or higher ED teachers, administrators, school staff. Unlimited talk, text, and unlimited data while on our network with no overages. Unlimited HS included at no extra charge. Equipment subsidy \$400. During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Coverage not available in some areas. Subsidy plans include part or all of the cost of a phone in the monthly charge. 	\$47.00	\$39.48
Gov Edu Web Filtering	Web Content Filtering for Government Teacher Plan	\$0.00	\$0.00
First Responder Voice Plans			
Connecting Heroes Unlimited \$0	Unlimited talk, text, and unlimited data while on our network with no overages. Includes 1GB of high-speed mobile hotspot data, then unlimited hotspot data at 3G speeds. Unlimited talk, text, and up to 5GB of 4G LTE data in Mexico and Canada, then data at speeds up to 128kbps. Additional international features available for purchase. Coverage not available in some areas. Not Subject to the fair usage prioritization threshold	\$0.00	\$0.00
Connecting Heroes AMP Unlimited \$15	Connecting Heroes features plus 20GB of high-speed mobile hotspot data, then unlimited hotspot data at 3G speeds. Unlimited texting and data at up to 256kbps when traveling abroad in 210+		

	countries and destinations. Unlimited texting and in-flight Wi-Fi on Gogo®-enabled flights. Unlimited talk, text, and up to 5GB of 4G LTE data in Mexico and Canada, then data speeds at up to 256 kbps. Name ID and Voicemail to Text. Video streams at up to 1080p when HD video is activated. Coverage not available in some areas. Not Subject to the fair usage prioritization threshold	\$15.00	\$15.00
First Responder Unlimited Talk and Text with 2GB or 6GB 4G LTE Data	Unlimited talk, text, and data while on our network with no overages.; Starting with up to 2GB 4G LTE data per month. Additional data available at 6GB 4G LTE data.	\$15.00	\$12.60
2GB 4G LTE Data Feature for First Responder Unlimited Talk and Text	2GB 4G LTE & Smartphone Mobile Hotspot (SMHS) data on your smartphone while on our network. No overage fees.	\$0.00	\$0.00
6GB 4G LTE Data Feature for First Responder Unlimited Talk and Text	6GB 4G LTE & Smartphone Mobile Hotspot (SMHS) data on your smartphone while on our network. No overage fees.	\$15.00	\$12.60
First Responder Unlimited for Phones	Unlimited talk, text, and data on our advanced network with no data overages. You can also call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. You get unlimited texting and 2G data roaming in more than 210 countries and destinations, unlimited domestic data roaming and unlimited video streaming at DVD quality, 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), free texting and a free hour of Wi-Fi on Gogo-enabled flights—all included at no extra charge. Coverage not available in some areas.	\$34.00	\$28.56
First Responder Unlimited for Phones w/Device Subsidy Level 1	Unlimited talk, text, and data on our advanced network with no data overages. You can also call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. Unlimited texting and 2G data roaming in more than 210 countries and destinations, unlimited domestic data roaming and unlimited video streaming at DVD quality, 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), free texting and a		

	free hour of Wi-Fi on Gogo-enabled flights—all included at no extra charge. Coverage not available in some areas. Subsidy plans include part or all the cost of a phone in the monthly charge.	\$46.00	\$38.64
First Responder Unlimited for Phones w/Device Subsidy Level 2	Unlimited talk, text, and data on our advanced network with no data overages. You can also call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. Unlimited texting and 2G data roaming in more than 210 countries and destinations, unlimited domestic data roaming and unlimited video streaming at DVD quality, 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), free texting and a free hour of Wi-Fi on Gogo-enabled flights—all included at no extra charge. Coverage not available in some areas. Subsidy plans include part or all the cost of a phone in the monthly charge.	\$58.00	\$48.72
First Responder Unlimited for Phones w/Device Subsidy Level 3	Unlimited talk, text, and data on our advanced network with or data overages. You can also call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. Unlimited texting and 2G data roaming in more than 210 countries and destinations, unlimited domestic data roaming and unlimited video streaming at DVD quality, 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter), free texting and a free hour of Wi-Fi on Gogo-enabled flights. Coverage not available in some areas. Subsidy plans include part or all the cost of a phone in the monthly charge.	\$69.00	\$57.96
First Responder Unlimited for Phones Data Feature w/11 GB Hotspot	Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. Includes 11GB of 4G LTE Mobile Hotspot.	\$0.00	\$0.00
First Responder Unlimited for Phones Data Feature w/21 GB Hotspot	Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. Includes 21GB of 4G LTE Mobile Hotspot.	\$10.00	\$8.40
First Responder Unlimited for Phones Data Feature w/31	Unlimited 4G LTE data feature to be used with Government Unlimited for Phones. Includes 31GB of 4G LTE Mobile Hotspot.	\$15.00	\$12.60

GB Hotspot			
First Responder Unlimited for Phones Data Feature w/41 GB Hotspot	Unlimited high-speed LTE data feature to be used with Government Unlimited for Phones. Includes 41 GB of 4G LTE Mobile Hotspot.	\$25.00	\$21.00
First Responder Data Plans			
First Responder Unlimited 4G LTE Mobile Internet	Unlimited 4G Mobile Hotspot data while on our network with no overages. Up to 5GB LTE data in Canada and Mexico, then unlimited at 2G speeds.	\$40.00	\$33.60
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
SMARSH Message Archiving	Capture, Archive, and Search Mobile Text Messages	\$5.00	\$5.00

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

- 1) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account.
- 2) Each line of Service must be activated in accordance with the terms of the State of New Hampshire Form P-37, Contract #8002762.
- 3) Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term.
- 4) The subsidy cannot be combined with any other discounts, credits, or promotional offers; and
- 5) Customer's account with T-Mobile must be in good standing to receive the subsidy.

***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; 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

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data prioritization. See T-Mobile.com/Open Internet for details. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com for additional information.

***Teacher Plans**

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/Open Internet 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. 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/Open Internet 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.

*****SMARSH:** Qualifying credit, service, activation, and one license per line required. Subject to third party license and service terms; visit www.smarsh.com for details. Coverage not available in some areas. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com.

Customer's use of the **My Geotab Application** is subject to acceptance of the Geotab End User Agreement Terms and Conditions presented to Customer upon first log-in to the MyGeotab Application ("Geotab Terms"). Customer may log-in to the MyGeotab Application at <http://my.geotab.com>.

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. Smartphone usage are prioritized over Mobile Hotspot Service (tethering) usage, which may result in higher speeds for data used on smartphones. 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: 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/Open_Internet for data management details.

2. All other provisions of the Agreement, approved by the Governor and Executive Council on September 11, 2020, item #52, shall remain in full force and effect.

T-MOBILE USA, INC.

DocuSigned by:
By: [Signature]
8F688CC9343743C...
David Bezzant

(Print Name)

Title: Vice President

Date: 5/7/2021

Approved by: DocuSigned by:

[Signature]
Carole White-Connor
T-Mobile USA, Inc. Legal Dept.

STATE OF NEW HAMPSHIRE

By: [Signature]

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 5-19-21

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]

Tahmina Rakhmatova
(Print Name)

Title: Attorney

Date: 5/20/21

The foregoing contract was approved by
the Governor and Council of New
Hampshire on

Signed: _____

(Print Name)
Title: _____

State of New Hampshire

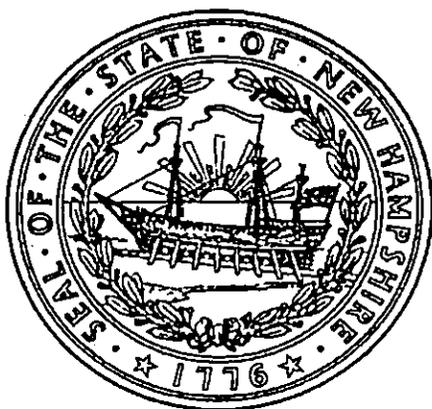
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that T-MOBILE USA, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on December 21, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 332379

Certificate Number: 0005360485



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

DELEGATION OF AUTHORITY

Purpose for which authority is delegated:	Signing Authority
Reference is made to the Delegation of Approval matrix and related resolutions adopted by the Board of Directors ("Board") of T-Mobile US, Inc. ("TMUS") at the June 3-4, 2013 Board meeting ("Delegation of Approval").	
1. Effective as of August 13, 2020 and as provided in Section 2 below, I, James Kirby, Senior Vice President of Business Sales at T-Mobile USA, Inc. ("T-Mobile"), hereby delegate to David Bezzant, Vice President, T-Mobile for Government, approval and signing authority to negotiate and enter into the following Public Sector Sales Contract document types:	
2. The Delegation of Authority set forth above shall include authority to sign the following documents:	
<ul style="list-style-type: none">• Purchase Orders, not to exceed \$2,500,000.00, from the Federal, state and local government that are under current, approved contract vehicles with T-Mobile, including:<ol style="list-style-type: none">i. GSA Schedule 70 Contractii. Department of Defense (DoD) Blanket Purchase Agreementiii. Federal Strategic Sourcing Initiative (FSSI) Blanket Purchase Agreementiv. Any other Blanket Purchase Agreement between T-Mobile and a department, agency, or unit of the Federal Governmentv. State and Local Agreements, participating addenda, and other related contracts<ul style="list-style-type: none">• All Non-Disclosure Agreements for Public Sector sales opportunities (Federal and State and Local).	
This Delegation of Authority supersedes and renders null and void all prior delegations of authority to a Vice President of T-Mobile for Government for T-Mobile.	

NOTE: Under no circumstance shall the obligation exceed the approval and signing authority limits outlined in the Delegation of Approval.

Expiration of signing authority.(optional):	[Until revoked in writing.]
---	-----------------------------

By signing this document I acknowledge that I have read, understand and will comply with the Contract Administration Policy (TPP-600) and the Procurement Policy (TPP-200). It is the responsibility of the person delegating authority to ensure compliance. The approval and signing authority granted by this delegation cannot be further delegated.

Person delegating authority:

DocuSigned by:
BY: James Kirby
54BE389358F0490
(Authorized Signature)

NAME: James Kirby

(Print or Type Name of Signatory)

TITLE: Senior Vice President, T-Mobile for Business

(Title – must be Vice President or higher)

DATE: 5/3/2021

(Execution Date)

Person authority is being delegated to:

DocuSigned by:
BY: David Bezzant
8F886CC9347743C
(Authorized Signature)

NAME: David Bezzant

(Print or Type Name of Signatory)

TITLE: Vice President, T-Mobile for Government

(Title)

DATE: 5/3/2021

(Execution Date)

****A copy of this document must be filed with each contract for which it applies.****



CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY)

4/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Casualty Company		20443
INSURER B: The Continental Insurance Company		35289
INSURER C: Transportation Insurance Company		20494
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES TMOBI **CERTIFICATE NUMBER:** 16911687 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	N	N	7012343900	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 20,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	7012343878	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B B B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	CUE 7014886953 SIR applies per policy terms & conditions	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7012343895 (AOS) 7012343881 (CA) 7012447142 (AZ,MA,OR,WI)	5/1/2021 5/1/2021 5/1/2021	5/1/2022 5/1/2022 5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CLM#R46353 State of New Hampshire P-37 Agreement

CERTIFICATE HOLDER**CANCELLATION** See Attachment

16911687
 The State of New Hampshire
 Attn: Dept. of Administrative Services
 25 Capitol Street
 Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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52 mlc



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2069

August 17, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with T-Mobile USA, Inc. of Bellevue, WA, vendor # 176141, for an amount not to exceed \$2,062,661.76 total for a two (2) year and six (6) month contract, for Wireless Cellular and Data Services. The term shall be effective upon Governor and Council approval and ending on March 31, 2023.

Funding is provided through individual agency expenditures; none of which shall be permitted unless there are sufficient appropriated funds in a specific Accounting Unit to cover the expenditure.

EXPLANATION

The State currently utilizes three contracts for Wireless Cellular and Data Services, which are set to expire September 30, 2020. In order to provide for the continuation of these essential services the Department, through the Bureau of Purchase and Property, release a request for proposals on October 7, 2019 that received five (5) responses.

It is the Department's intent to enter into multiple contracts with various vendors in order to ensure optimal coverage and functionality for the utilizing State agencies. This is one of three contracts that the Department intends to bring forward for approval.

The cellular data services are important to the operations of stationary wireless equipment and mobile devices primarily used by the Department of Transportation, the Department of Environmental Services and the Department of Safety. Based on the foregoing, I am respectfully recommending approval of the contract with T-Mobile USA, Inc.

Respectfully submitted,

Joseph Bouchard Asst. Comm.
for Charlie M. Arlinghaus
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

August 11, 2020

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with T-Mobile USA, Inc., as described below and referenced as DoIT No. 2020-007(2).

This contract will provide wireless cellular and data services to all State Agencies. Services include traditional cellular telephone service, domestic use ISP access data services and Smartphone services.

The amount of the contract shall not exceed \$2,062,661.76 and shall be effective upon Governor and Executive Council approval through March 31, 2023.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

A handwritten signature in cursive script, appearing to read "Denis Goulet", followed by the word "for".

Denis Goulet

DG/ik
DoIT #2020-007(2)

cc: Erica Brisson, DAS BoPP

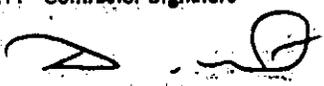
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name T-Mobile USA, Inc.		1.4 Contractor Address 12920 SE 38 th Street Bellevue, WA 98006	
1.5 Contractor Phone Number 978-244-7239	1.6 Account Number Various	1.7 Completion Date March 31, 2023	1.8 Price Limitation \$2,062,661.76
1.9 Contracting Officer for State Agency Erica Brisson		1.10 State Agency Telephone Number 603-271-7272	
1.11 Contractor Signature  Date: Aug 16, 2020		1.12 Name and Title of Contractor Signatory David Bezzant, Vice President - T-Mobile for Government	
1.13 State Agency Signature  Date: Aug 18, 2020		1.14 Name and Title of State Agency Signatory Charles M. Wittinghaus Joseph Bouchard, Assistant Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Takmina Rakhmatova</i> On: 8/18/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item Number:  DEPUTY SECRETARY OF STATE SEP 11 2020			

Reviewed and Approved as to Form:

Declassified by: *Therick Dins* 8/10/2020
 (Mobile)@USA, Inc. Legal Dept.

Contractor Initials *DB*
 Date *Aug 16, 2020*

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A
SPECIAL PROVISIONS**

1. Add to Section 4 CONDITIONAL NATURE OF AGREEMENT the following:

To the extent possible, the State will give Contractor written notice of any termination for non-appropriation at least 30 days before the effective date of the termination. The State may provide supplemental documentation regarding the non-appropriation of funds. The State, acting through the Department of Administrative Services, will make best efforts to budget and secure any funding required to fulfill its contractual obligations for each fiscal year during the Term.

2. Delete Section 8.1.1 in its entirety and substitute the following:

8.1.1 failure to perform the Services as required under this Agreement.

3. Add to Section 10 the following as Section 10.4:

All information and materials provided to the State under this Agreement shall become the property of the State; provided, however, that ownership of the underlying copyright in any such document shall remain with Contractor or the respective third party licensor. In no event does the State obtain any ownership rights in the copyright to any materials or information or to any third party software embedded in the devices.

4. Add to Section 12 the following:

The parties agree that the State's consent as required in this Section 12 shall not be unreasonably withheld, conditioned, or delayed.

5. Delete Section 13 in its entirety and substitute the following:

Contractor shall indemnify and defend the State, its officers and employees, against all third party claims for damages, liabilities, or expenses, including reasonable attorney's fees, arising directly from performance of this Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted in whole or in part from the negligence or misconduct or omissions of Contractors, its subcontractors, directors, officers, employees or authorized agents of Contractor.

The State will make best efforts to promptly report the claim and act in a manner that protects Contractor's ability to defend the claim. Contractor will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The State will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Contractor will retain sole control of the claim's settlement or defense.

6. Delete Section 14.1.1 in its entirety and replaced with the following:

commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;

7. Deleted Section 14.1.2 in its entirety and the following substituted:

Contractor is not insuring the wireless equipment the State receives or purchases under this contract.

8. Deleted Section 14.3 in its entirety and substitute the following:

The Contractor shall furnish the Contracting Officer identified in Block 1.9, or his or her successor, certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in Block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement prior to the expiration date of each of the insurance policies. The certificates of insurance and any renewals thereof shall be attached and are incorporated by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in Block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation of the policy."

9. Add to Section 14 the following as Section 14.4:

Consequential Damages. Neither Contractor nor the State shall be liable for any consequential, incidental, or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental, and indirect damages include, but are not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the other party was aware of should have been aware of the possibility of these damages.

Wireless Service Outages and Product Failures. Contractor's maximum liability for any loss or damage arising out of a wireless Service outage or wireless product failure is limited to: (1) a prorated portion of the applicable MRC based on the time period wireless Services are not available, and (2) a refund of the net purchase price of affected wireless Products.

The Limitation on Damages set forth herein shall not apply to Contractor's liability arising out of the Indemnity Agreement.

10. Add to Section 13 the following:

Contractor Indemnification. Contractor will indemnify and defend the State, the State's directors, officers, employees, agents, and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. Contractor's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided by or requested by the State; or (ii) the State's continued use of infringing Services after Contractor provides reasonable notice to the State of the infringement. For any third party claim that Contractor receives, or to minimize the potential for a claim, Contractor may, at its option, either:
(A) at Contractor's expense, procure the right for the State to continue using the Services;
(B) at Contractor's expense, replace or modify the Services with comparable Services; or
(C) terminate the Services.

11. Add to Section 9 the following:

If there are no available appropriated funds for more than 30 days, Contractor may terminate this Agreement with thirty (30) days prior written notice to the State. To the extent that Contractor terminates the Agreement pursuant to this Section, the State agrees that any handset or equipment provided under the Agreement in the previous six (6) months will be returned to Contractor.

Contractor Initials DB
Date Aug 1, 2016 - 8020

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

T-Mobile USA, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Wireless Cellular and Data Services in accordance with the bid/proposal submission in response to State Request for Proposal # 2239-20 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFP 2239-20
- f. EXHIBIT E Contractor's Additional Business Terms and Conditions

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," (5) EXHIBIT D "RFP 2239-20" and (6) Exhibit E "Contractor's Additional Business Terms and Conditions"

3. TERM OF CONTRACT

The term of this Contract shall commence upon the approval by the Governor and Executive Council and shall continue until March 31, 2023 unless extended for additional terms.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

Contractor shall provide wireless cellular and data services available to all State Agencies.

TECHNICAL REQUIREMENTS:

The Contractor shall consider the State as one large account. It is not the intent of the State to receive variable services per State Agency under multiple Contractor programs, unless such services are provided under State accepted balance of product line which results in reduced costs of services.

The Contractor shall complete equipment distribution and turn-up (porting of numbers and devices ready for use) requiring that all services be fully operable, no later than 30 days after Contract commencement. The State shall not be invoiced for the phones unless used by the State during turn-up.

Contractor shall supply only service and equipment for which they are certified representatives and distributors. The Contractor shall maintain a staff of fully certified and experienced technicians for provisioning and maintenance of service.

NETWORK:

Contractor shall provide services including, but not limited to, network technology, (i.e. CDMA, GSM, LTE etc.).

COVERAGE AREA:

The Contractor shall provide coverage for each Telephone and Data service

- Traditional Cellular Telephone Service for voice operational coverage shall be 85% of all geographic areas of New Hampshire. ;
- ISP Access Data Service for SmartPhones and wireless "Air Card" coverage for 80% of all geographic areas of New Hampshire
- Nationwide coverage for all services offered.

PORTING OF EXISTING TELEPHONE NUMBERS:

Contractor shall port all lines no later than 30 days after Contract commencement.

TYPE OF SERVICE:

TRADITIONAL CELLULAR TELEPHONE SERVICE, DOMESTIC USE:

Traditional cellular telephone services shall allow users to directly dial any telephone number which is available through the Public Branch Exchanges as available from Local Exchange Carriers, Competitive Local Exchange Carriers, Long Distance Carriers and competitive Cellular Telephone Service providers. Access to any telephone subscriber number shall not be restricted. Services shall include typical "off the shelf" features and telephone operation. Equipment provided for use with this service shall be referred to as Traditional Cellular Telephone (TCT) equipment. One (1) free voice device shall be offered for each user one (1) time per line. Otherwise devices shall be eligible for upgrade at prices included in this contract.

However, the parties acknowledge and agree that before a telephone number previously used with another carrier can be used on Contractor Networks, Customer must provide information about the account with the other carrier, such as the account number, or tax identification number, telephone number, 5 digit zip code and password, if applicable. Until the port from the previous carrier is successful, the T-Mobile wireless Product will only be able to call 911 and Customer Care. Once the port is completed, Customer's old device will no longer work. Customer acknowledges, due to system limitations and occurrences outside Contractor's control, some requests to port a telephone number from another carrier to Contractor, or from Contractor to another carrier, may not be successful

ISP ACCESS DATA SERVICES:

Contractor shall provide data transport at multiple speeds, limited by the use of Contractor technology. Common terminology is third generation (3G) fourth generation (4G LTE) service and fifth generation (5G).

SMARTPHONE SERVICES:

A SmartPhone is defined as a mobile phone with advanced capabilities including PC-like functionality with access to text messaging, e-mail, web browsing, take and display photos and

videos, and data storage. Phones must be capable of accessing Microsoft Exchange Server and include Personal Digital Assistant (PDA) capabilities including calendaring. Access shall be provided throughout the Contractor footprint of the continental United States. Equipment functionality must include the ability to open MS Excel, MS Word and Adobe Acrobat files. Currently systems running iOS are the only accepted operating systems, though this may change and the Contractor needs to be flexible with this evolving technology. Equipment provided for use with this service shall be referred to as SmartPhone (SM) equipment. One (1) free SmartPhone device for each accepted operating system specified shall be offered for each user per line. The free device shall sustain the End of Life support of the SmartPhone's manufactures as it relates to update support. For example, if a device is not able to update to the latest operating system (OS) then a new free device shall be provided. The Contractor shall permit the upgrade of devices annually at no cost. Otherwise, devices shall be eligible for upgrade at prices included in the Exhibit C.

One (1) free SmartPhone sample device shall be provided to the Department of Information Technology (DoIT), Director of Technical Support, for a ninety (90) day evaluation and use approval prior to distribution to users. Devices shall be returned to the Contractor after evaluation. Rejected devices shall be replaced with DoIT approved devices.

Contractor shall provide State of NH employees access to the State of NH Mobile Device Management solution at no additional cost or change in plan regardless of whether it is a personal or State of NH device.

COVERAGE:

The Contractor services shall cover a minimum of the following geographic areas for each proposed service. The Contractor shall also ensure same coverage is available 99% of the time for the respective geographic area. Contractor must clearly identify their licensed coverage area, not off network. Contractor shall provide roaming area coverage. Loss of service shall not occur when transferring between cell towers

- Traditional Cellular Telephone Service:
Minimum 85% coverage of the geographic area of New Hampshire
- ISP Access Data Services:
Minimum 80% coverage of geographic area of New Hampshire at 3G & 4G LTE data rates

LICENSES:

The Contractor shall currently hold and retain throughout the duration of the Contract all licenses or certificates required by the State and Federal authorities inclusive of the Federal Communications Commission and State of New Hampshire Public Utilities Commission. The Contractor shall file with the appropriate regulatory body, any tariff, amendments, or special contract offerings to ensure that the required terms and conditions of this Proposal are met. The Contractor shall cooperate fully with the PUC to ensure that all time schedules noted within are met.

In the event of loss of license or permit to provide services as defined, the contract shall be nullified; with the State free to engage in an agreement with any contractor as becomes necessary to continue services without retribution to the original Contractor.

INTRODUCTION OF SERVICES:

Contractor Initials DB
Date Aug 12th 2020

The Contractor shall insure that services do not operate in conflict with alternate service providers. Contractor shall provide all user cellular equipment inclusive of telephones, data modems and associated devices, and deploy in order to insure that the State is not without service for any period of time during transfer of service from an incumbent contractor. Additional equipment shall be provided when requested to support new subscribers after start of the Contract. Only services requested and authorized by the State shall be replaced. The Contractors shall communicate with Agency contacts and State users for coordination with the distribution of equipment.

RETENTION OF EXISTING TELEPHONE NUMBERS:

The State shall retain any existing cellular telephone number currently assigned to a State subscriber. Contractor shall be responsible to port over numbers to the proposed service as requested by the user. The porting of numbers shall not delay service installation nor result in a user being without service.

However, the parties acknowledge and agree that before a telephone number previously used with another carrier can be used on Contractor Networks, Customer must provide information about the account with the other carrier, such as the account number, or tax identification number, telephone number, 5 digit zip code and password, if applicable. Until the port from the previous carrier is successful, the T-Mobile wireless Product will only be able to call 911 and Customer Care. Once the port is completed, Customer's old device will no longer work. Customer acknowledges, due to system limitations and occurrences outside Contractor's control, some requests to port a telephone number from another carrier to Contractor, or from Contractor to another carrier, may not be successful.

PURCHASE ORDERS:

The State may email, mail, or fax Purchase Orders (PO) as requests for service. The Contractor shall accept State Purchase Orders whenever used. If a PO is used the applicable contract number shall be referenced in the body of the PO.

ORDERING PROCEDURE:

Telephoned Requests

State agencies may call the Contractor at any time between 8:00 A.M. and 4:30 P.M. Monday through Friday to request services. The Contractor shall respond and provide appropriate service as requested, and allowed under the Contract, with the exception of Smartphones. Only Smartphones previously approved by the State Department of Information Technology shall be provided. No tablets may be purchased under this Contract.

- The Contractor shall be responsible to provide to DoIT-Statewide Telecommunications, a monthly report in Microsoft Excel to track each Smart Phone issued and/or in-use under this contract identifying (at a minimum) the device model, serial number, Agency/User assigned the device, date of issuance, date of termination, and date equipment returned to Contractor.

CONTRACTOR SIGNATURE DOCUMENTS:

Any signature forms used by the Contractor to reflect service requests or delivery of service by the Contractor to the State shall refer to the Contract number. All other terms and conditions shall be null and void.

INITIAL SERVICE REQUESTS:

The Contractor shall contact designated State agencies to perform a service needs analysis as directed by the State at the initiation services. The Contractor shall meet with each designated agency to determine the count and type of telephones, service program and delivery of replacement services. The needs analysis shall be completed prior to deployment. A complete deployment plan including agency, end user, telephone number, equipment supplied, cost and cost plan shall be provided to the Department of Information Technology (DoIT) Telecommunications Section prior to deployment.

Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

ADDITION AND REMOVAL OF USERS:

Telephone subscriptions may be added or removed from service at any time during the Contract term, with a maximum requirement of a 30-day or one (1) calendar month activation period with no termination liability. All service agreements shall be coterminous with the termination date. All provided cellular telephone and Smartphone devices shall be returned to the Contractor within 30 days following requested termination. Any accessories provided shall be retained as property of the State.

RETURNS:

Return Authorization credits shall be provided without penalty for faulty equipment.

- Contractor shall provide the State with a single point of contact and address for the return of equipment.
- Contractor shall be responsible for all shipping charges for faulty equipment returned.
- Defective telephones, accessories and associated equipment shall be replaced within three (3) State business days from notification of failure. Such service shall be available to State users by placing a single telephone call to the Contractor.
- The Contractor shall be responsible to accept all equipment returned following the termination of a line or the upgrade of a device.

If Contractor's Points of Contracts (POC(s)) are notified in writing within 30 days of faulty equipment, Contractor will either replace for same or like model or provide a return credit of the cost of any equipment supplied directly from the Contractor's inventory. Replacements will be shipped to end users via 3-day shipping at no cost. Expedited shipping is available, but there would be a charge to the end users account.

USER TRAINING:

When requested, the Contractor shall coordinate and make available training of users on the operation of the individual telephone, service access and features upon delivery of equipment. Requested training shall be made available at each individual State office. Continued support shall be provided to train new users and provide refresher training for others when requested by the State. When requested, training shall be provided, at no cost to the State; in addition, the Contractor may also provide user training materials on-line at no cost to the State.

USER DOCUMENTATION:

The Contractor shall provide user instruction manuals and associated documentation with each system provided. Manuals shall include detailed operation of all devices, accessories and system operations including use of Anti-Virus/Anti-Malware application.

Contractor Initials DB
Date Aug 12th 2020

Manuals that include detailed information of the operation of telephones, accessories and system operations can also be made available through the Contractor's website.

CUSTOMER SUPPORT SERVICES:

The Contractor shall provide complete customer support inclusive of the following:

- Account Management

The Contractor shall provide a single point of contact for the State or its representative(s). Contractor shall work in conjunction with any State contractor regarding the interface of any and all Contractor or State provided and supported communications equipment.

- Account Team Access

Contractor shall provide telephone, facsimile, and Internet e-mail access to each individual on the Contractor account team. General toll free numbers shall be provided for telephone and facsimile services on a statewide basis.

- Billing Support

The Contractor shall assign a dedicated financial representative to the State account that will cooperate with the State to resolve billing, call detail, equipment programming, data discrepancies and all other aspects of the Contract. The Contractor shall be capable of receiving ACH or credit card (P-Card) payments from the State.

- Problem Resolution

The Contractor shall have a single contact person, available from 8:00 A.M. to 4:30 P.M. during State workdays for the resolution of problems. The contact person must be authorized to provide invoice corrections, initiate repair and equipment replacement processes and expedite services. The State shall designate a Contract Administrator who will work with the Contractor to resolve problems that cannot be resolved by the agency end-users.

The Contract Administrator may impose a moratorium on a Contract pending resolution of any controversy that arises regarding services to be provided pursuant to this Contract or take other action deemed necessary.

TECHNOLOGY UPDATES:

The influx and transition of new technology may result in the disconnection or discontinuation of a defined service and connection to new technology. The Contractor shall not impose any charges or fees for termination of a given service by the State or when the State elects to discontinue a service and/or requests replacement or upgrade of service with another offering while remaining a customer of that same Contractor. Contractor shall replace any interface equipment which becomes obsolete due to Contractor service updates. In the event the Contractor does not provide a replacement agreeable to the State, the State shall have the option to terminate the affected service without early termination penalty and without either party being breach of this Contract.

All users shall be notified sixty (60) business days prior to system operation changes, inclusive of equipment updates and software/firmware updates.

Further, technology updates and new technology in this context is limited to network upgrades that would make a device unusable for Voice/Data/Text or combination thereof. The example being turning down old technology to accommodate growth of new technologies and enhanced services for Contractor's customers.

INTRODUCTION OF NEW TECHNOLOGY:

Contractor shall provide notification to the State prior to technology updates requiring end user equipment replacement or modifications in methods of calling. Whenever such changes are made, the State may request sample equipment to verify that services operate within the parameters of the contract, any such change shall be communicated to the end users a minimum of sixty (60) days in advance.

The presentation of any new service not current in any resulting contract shall require the issuance of a Contract amendment after the service is accepted by the State.

CONFIDENTIAL INFORMATION:

The Contractor agrees that all discussions or information gained during any engagement shall be considered confidential and that no information gathered by the Contractor shall be released without prior written consent of the State.

INVOICING AND REPORTING REQUIREMENTS:

Invoices and reports are required throughout the duration the Contract as denoted below.

- Monthly Reports

The Contractor shall provide a Monthly Summary Report detailing services provided under this contract to both the Department of Administrative Services, Bureau of Plant and Property and the Department of Information Technology - Statewide Telecommunications. Included in the Monthly Summary Report shall be all cellular telephone numbers subscribed to the State, billing program used, monthly cost, usage cost, data usage, telephone minute usage, date of the last usage, equipment provided (including make/model/serial number/telephone number), telephone "owner", State agency responsible for billing and contact person. **The State shall not be required to use any Contractor associated website as the main source to gather this information. The contractor may provide website access as an additional tool to the State of New Hampshire but is not to be used in lieu of any reporting requirements.**

The report shall also highlight any device that has been inactive for sixty (60) days or more. That State shall work with the agency and Contractor to determine if these devices shall be removed from service.

- Invoicing Services

Invoicing Services shall consist of the costing of all Contractor provided services. Contractor shall detail all charges and provide extended definitions of itemized charges. Bulk charges shall be rejected by the State. A separate invoice shall be available for each State Agency of which telephones are subscribed. The State may require that multiple telephones be billed on a single account. In such cases, the Contractor shall place charges on a single master bill.

Invoices shall be submitted on a monthly basis, inclusive of the first bill cycle day of the month to the last bill cycle day of the month in which the services have been performed. Charges will be prorated by the numbers of days in service when partial month services occur.

- Invoice Details

All monthly reports and invoices shall be itemized including details for every Contractor billable item, inclusive of basic monthly charges, minutes of use, excess minutes of use, call detail inclusive of city/town location and telephone number called. All call records must be listed in sequential order by date of call.

- Invoice Corrections

The Contractor, after being provided written notice by the State to Contractor's main points of contact, shall provide within ten (10) working days after notification, any corrective data requested by the State. This shall include replacement reports, corrective information on balances and credits and any other change of service information required for bill back to agencies by the State.

- Invoice and Report Delivery Timeframe

Invoices and Reports shall be delivered on or prior to 25 days subsequent to the monthly bill cycle. The State shall not be held liable for service performed without the receipt of properly filed invoices, reports and supporting information. Invoices shall be forwarded directly to State users, and may be forwarded as a group to same addresses when directed by the State.

- Account Balances

The Contractor shall maintain all records of payments, credits and balances.

- Accuracy of Invoices

Contractor shall be responsible to justify all charges to the State. Invoices must be reviewed for accuracy prior to delivery to the State. All billing information provided to the State must reflect same information. Paper invoices and electronic reports shall reflect same call detail, record count, call and service cost. Conflicts between support data and paper billing shall be considered incomplete billing and payment held until proper support information provided by the Contractor.

- Paper

Invoices shall be provided on paper. It is preferable that invoices also be available electronically, delivered by e-mail, or downloadable from an Internet web site.

- Electronic Media

Monthly reports shall be provided in electronic PC format with all files provided as Open Data Base Compliant (ODBC) ASCII flat files. The State will allow for a specific file format (.csv). All such reports shall be e-mailed to designated Contract Administrator, or alternate addresses when provided by the State.

REPAIR, MAINTENANCE AND INSTALLATION SERVICES:

The Contractor shall make services available 24 hours per day, seven (7) days per week. The Contractor shall be responsible to implement appropriate repair, maintenance and installations required to ensure continued operation of all services throughout the duration of the contract. The Contractor shall provide a dedicated representative to the State account, and a 24/7 trouble reporting telephone number. Contractor is required to make the dedicated Representative aware of all trouble calls made to the reporting telephone number. A Representative shall be available to receive service trouble calls, service outage reports, etc. and provide the State DoIT-Statewide Telecommunications with regular service resolution/restoration reports and timelines.

TOLL FREE TELEPHONE NUMBER:

A toll free telephone number shall be provided for trouble reporting and immediate service assistance. Personnel shall be knowledgeable of the services and devices as configured for the State.

TELEPHONES AND EQUIPMENT:

Contractor shall provide a single end user device for each service end user, inclusive of Traditional Cellular Telephones, SmartPhones, and Data services. The Contractor shall also offer equipment for

purchase at the discretion of the State. The Contractor shall provide cellular service for compatible equipment that is currently owned by the State. Services for all equipment shall include equipment programming, repair, installation and instructional assistance. All user equipment purchased by the State shall be retained as property of the State once delivered to end-users. Equipment may be substituted at any time after equipment review and acceptance by the State.

ACCESSORIES:

All telephones provided by the Contractor shall be complete and ready to use with the following attachments:

- Standard Wall Charger
- 12-volt Car Charger
- Choice of cell phone case (including belt clip holster or belt clip carrying case)
- Bluetooth earpiece/headset
- Screen protectors for SmartPhones

- Hand Held Portable Telephones

Traditional Cellular Telephones shall allow use of each service feature proposed by the Contractor and incorporate hands free talk-back, corded earpiece, graphic display, internal call directory and other common phone features. A base phone shall be provided at no charge, with optional feature phones for purchase.

Contractor shall provide a full range of SmartPhones offering iOS, Android and Microsoft operating systems (though at this time the ONLY approved device is the iOS).

- ISP Access Data Equipment

Contractor shall provide Internet access equipment inclusive of Sierra Wireless Aircards, Novotel Wireless Ovation or equipment with same performance and similar features, designed for use with laptop, mobile or stationary data equipment. Contractor shall provide a full physical, operating and technical description of each device offered.

- Machine-to-Machine

Contractor shall provide services allowing wireless and wired systems; such as vehicle tracking, game cameras, etc. Any lines utilized under this plan shall be a separate account from any other voice or data plan.

- Bluetooth Equipment

Contractor shall provide devices and accessories compatible with Bluetooth, hands-free, equipment. Hands-free equipment shall also be offered at a minimum discount for the entire term of any awarded contract.

- Existing Equipment

Equipment currently owned by the State, when compatible with Contractor's Network infrastructure and confirmed in writing by Contractor's Sales Engineering team, shall be serviced by the Contractor. Services shall include equipment programming, repair as available from the Contractor, removal and installation of equipment in State vehicles, and operational instructional assistance.

- Equipment Maintenance and Warranty

The Contractor shall have at their disposal installation and support technicians to provide support services for all equipment supplied by the Contractor. All equipment shall remain fully functional

throughout the duration of the contract. It will be acceptable through the course of the term of service to substitute alternate equipment as manufacturers discontinue products and introduce new equipment. Acceptance of such equipment shall be at the discretion of the State.

As additional clarification, each device from Contractor's inventory comes with a one year manufactures warranty. If the device is refreshed with a new device at month 13 and month 25, the new device(s) would come with a new 12-month manufactures warranty. Device refresh would need to be initiated by the State and/or End User in writing to Contractor's sales POC(s). Shipping of new devices is at no charge with 3-day select service. Expedited shipping is available, but would be subject to a charge to the State or End User's account.

- Quality of Equipment

All equipment provided shall be new or of factory refurbished like new quality. The State retains the right to reject any equipment which does not provide a showroom appearance and equivalent operation.

- Insurance

The Contractor may propose equipment insurance providing replacement of lost, stolen or damaged telephones. Insurance shall be at the option of the State and not a requirement of the Contractor.

- Security

The Contractor shall maintain network security at all times, disallowing network facility access by unauthorized users. When fraudulent use is detected, the Contractor shall contact the State and discontinue service for a designated telephone number if directed by the State.

NATIONAL SERVICE COMPATIBILITY:

The service shall be interactive with other Contractor services allowing functionality throughout most areas of the United States.

INTERNATIONAL SERVICE COMPATIBILITY:

Contractor may offer international services allowing the use of multi-band telephones (or single band phones) that operate under GSM (Global Special Mobile) or alternate technologies used in Europe or other areas of the world. International Services shall be ordered by the end user on an as needed basis.

E911 AND FCC SERVICE COMPATIBILITY:

Contractor services and equipment must meet all FCC, State E911 and Federal E911 mandates.

SERVICE FEATURES:

The Contractor shall offer service features as defined below. All offered features are also defined and priced in Exhibit C.

- Call Forwarding

Forwarding of calls to alternate lines and/or voice mail. Transfer may be invoked either if calls are unanswered after a designated number of rings or if line is busy.

- Voice Mail

An answering system allowing calls to forward to an automated message center for call message recording and playback.

- Text Messaging

Users shall have the ability to send and receive text messages using telephones.

- Caller ID

Display of originating caller telephone number.

CONTRACTOR COMPANY AND STAFF QUALIFICATIONS (EXPERIENCE):

For the duration of this Contract, administrative and technical staff of the Contractor shall be of sufficient size and knowledge base to support the State in its initiatives.

Subcontractors (Solution):

- a. Services shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other contractor without prior written approval by the State.
- b. The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job.
- c. Subcontractors must abide by all terms and conditions under any the Contract.

ADDITIONAL REQUIREMENTS

- a. The State requires ten (10) days' advance knowledge of work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.
- b. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- c. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- d. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- e. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

- f. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- g. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFP #2239-20, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials DB
Date Aug 12th 2020

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Wireless Cellular and Data services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$2,062,661.76; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Basic Voice - No Text or Data

UNLIMITED
\$16.80

BASIC VOICE- INCLUDING TEXT & DATA

UNLIMITED
\$12.60

Includes voice mailbox, unlimited SMS/MMS messaging and 2 GB data

SMARTPHONE

2 GB W/ UNLIMITED MINUTES	6 GB W/UNLIMITED MINUTES	UNLIMITED DATA PLAN
\$12.60	\$27.60	\$24.36

4G MOBILE BROADBAND ACCESS/HOTSPOT

2 GB	5 GB	10 GB	UNLIMITED
\$8.40	\$25.20	\$33.60	29.40

TELEPHONE & EQUIPMENT COSTS

ITEM	CATEGORY	MANUFACTURER OR DESCRIPTION	MODE/VERSION	INITIAL COST PER ITEM	Replacement COST per ITEM
Traditional Cellular Telephone*	TCT	Samsung	Galaxy A11	No Charge	\$0
Traditional Cellular Telephone**	MS	Alcatel	LINKZONE	No Charge	\$0
Mobile or Stationary Data Access Equipment for PC Laptop Support **	MS	Alcatel	LINKZONE	No Charge	\$0
USB Wireless Broadband Card **	MS	Alcatel	LINKZONE	No Charge	\$0
Smart Phone***	SP	iPhone	SE 64GB 2 nd Gen	No Charge	\$0
Smart Phone Mobile Antivirus and Mobile anti-Malware Protection	SP	N/A	N/A	No Charge	N/A
Standard Wall Charger ****	TCT	Varies	Varies	No Charge	
Fast Charge Wall Charger ****	SP	Varies	Varies	No Charge	
12-volt Car Charger ****	TCT/SP	Varies	Varies	No Charge	

Contractor Initials SB
Date Aug 12th 2020

Wireless Charger ****	SP	Varies	Varies	No Charge	
Cell Phone Power Pack ****	SP	Varies	Varies	N/A	
Cell Phone Case (includes Belt clip holster type) ****	TCT/SP	Varies	Varies	No Charge	
Corded Earpiece (Ear-bud) ****	TCT	Varies	Varies	No Charge	
Bluetooth Earpiece/Headset ****	Sp	Varies	Varies	No Charge	

- *Available only on new activations on the \$24.36 Unlimited Smartphone rate plan
- **Available only on new activations on the \$29.40 Unlimited Hotspot plan
- *** Available only on new activations on the Government Unlimited Level 1 Voice plan
- **** Variety of accessories available

BALANCE OF PRODUCT LINE

ITEM	CATEGORY	MANUFACTURER OR DESCRIPTION	COST (\$/line/month)	% DISCOUNT	LABEL
Government Unlimited Level 1 Voice Plan	SP	Voice Rate Plan	\$41.00	16%	Includes up to \$450 device allowance.
Government Unlimited Level 2 Voice Plan	SP	Voice Rate Plan	\$53.00	16%	Includes up to \$600 device allowance.
Government Unlimited Level 3 Voice Plan	SP	Voice Rate Plan	\$64.00	16%	
Magenta First Responder Employee Plan	SP	Employee Voice Rate Plan	\$25.00		For 4 lines with Autopay.
Magenta Military Employee Plan	SP	Employee Voice Rate Plan	\$25.00		For 4 lines with Autopay.
Magenta Unlimited 55 Employee Plan	SP	Employee Voice Rate Plan	\$35.00		For 2 lines with Autopay.

Contractor's rates and charges for Products and Services do not include taxes. Contractor shall invoice the State for, and the State will pay all taxes imposed on, or based upon, the provision, sale or use of Products or Services. The State will not be responsible for payment of any tax to the extent that the State demonstrates a legitimate exemption under applicable law. Additional information on the taxes, fees, charges, and surcharges collected by Contractor is posted on the Rates and Conditions Website. The State will not be responsible for payment of Contractor's direct income and employment taxes.

Additionally, Contractor may impose on the State additional regulatory fees, and charges, fees or surcharges for the costs Contractor incurs in complying with governmental programs. These fees, charges or surcharges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC") or Gross Receipts surcharges. If the Federal Communications Commission ("FCC") requires that Contractor contribute to the Universal Service Fund ("USF") based on interstate revenues derived from Services provided under this Contract that Contractor in good faith has treated as exempt, including but not limited to, information services, Contractor will invoice the State the CUSC for such Services beginning on the date established by the FCC as the date such Services became subject to USF contributions. The amount of the fees and charges imposed may vary.

Contractor Initials DB
 Date Aug 14th 2010

3. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

4. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

EXHIBIT D

RFP #2239-20 is incorporated here within.

Contractor Initials DB
Date Aug 10th 2020

EXHIBIT E

CONTRACTOR'S ADDITIONAL BUSINESS TERMS & CONDITIONS

FOR PURPOSES OF THIS EXHIBIT E CONTRACTOR IS DEFINED AS "T-Mobile", THE STATE OF NEW HAMPSHIRE IS DEFINED AS "Customer", AND THE AGREEMENT BETWEEN CONTRACTOR AND THE STATE IS DEFINED AS "Agreement".

I. Master Accounts.

1.1 **Eligibility.** The terms and conditions of this Agreement are customized for state, and local government entities and agencies. T-Mobile defines "government entities and agencies" as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges. T-Mobile recognizes that under certain circumstances, non-governmental entities may be permitted to purchase Products and Services under this Agreement. For non-governmental entities, T-Mobile may limit the applicability of any contractual provisions specifically based on governmental rights and privileges.

1.2 **Pricing.** Prices for Services and Products purchased under this Agreement are identified in the attached Exhibits C.

1.3 **Restrictions.** Customer agrees not to (i) resell any aspect of the Service, or (ii) bundle any aspect of the Service with any product or device not directly provided to Customer by T-Mobile, whether for profit or otherwise. Customer has no proprietary or ownership rights to a specific number, IP address, or e-mail address assigned to Customer or Customer's device as part of a Service or Product. Customer and its Users will not use the Service or Products to send any harassing, threatening, obscene, fraudulent, unlawful, abusive or unsolicited commercial text, e-mail or other messages, or in such a way as to create damage, harm or risk to T-Mobile's business, reputation, employees, subscribers, facilities, third parties or to the public generally. Customer and its Users will not use the Services or Products in a manner that (a) accesses the accounts of others without authority; (b) tampers with, reprograms, alters, or otherwise modifies the Services or Products to circumvent any of T-Mobile's policies; (c) violates intellectual property rights; (d) conflicts with applicable laws; or (e) is not in accordance with this Agreement. The Services or Products that Customer purchases may have additional restrictions, and Customers and its Users agree to comply. T-Mobile may deactivate or suspend Customer's Service without prior notice if T-Mobile suspects any violation of the foregoing.

1.4 **Additional Terms.** Orders placed under Customer's Master Account are subject to the additional terms set forth in the attached exhibits as applicable to the Customer's Orders. If Customer purchases services or features that are not specifically identified in this Agreement, the T-Mobile terms and conditions applicable to that service or feature will apply.

2 **Security.** Customer will protect usernames and passwords for Customer's Master Accounts. Customer will immediately notify T-Mobile of any unauthorized use of Customer's Master Account or other security breach of Master Account information or credentials, or any fraudulent use of the Master Account, where Customer has knowledge. Customer is responsible for all Master Account usage. Customer will cooperate with T-Mobile in investigating all unauthorized use and suspected unlawful or fraudulent use associated with its Master Accounts.

3 Billing and Payment of Charges.

3.1 **Billing.** Unless otherwise set forth in an Order and its applicable exhibit(s), Customer will be charged for Services and Products on a monthly billing cycle basis. Customer agrees to pay all Charges assessed and billed to Customer on an invoice, including any charges or purchases assessed and billed to the Master Account. Except as prohibited by law, Customer must pay Charges, less disputed amounts, within thirty (30) days of the invoice date. If T-Mobile does not receive payment by the due date on Customer's invoice, Customer may be assessed interest of any amount permitted by law, on any past due amount, until paid. T-Mobile may charge Customer the maximum amount allowed under applicable law if any check or electronic funds transfer payment, including debit or Automated Clearing House payment, is dishonored or returned for insufficient funds.

3.2 **Disputes.** If Customer disputes any Charges, Customer must notify T-Mobile of such dispute within sixty (60) days from the date the Charges were first billed or Customer waives the right to dispute such amounts. Disputes should be directed to T-Mobile at (800) 375-1126 or Businesscare@t-mobilesupport.com. T-Mobile may require Customer to describe the dispute in writing. If Customer accepts a credit, refund or other compensation or benefit to resolve a disputed Charge, Customer agrees that the issue is fully and finally resolved, and T-Mobile shall be released from any and all liability regarding said dispute. Unless otherwise provided by law, Customer must pay any undisputed portion of the Charges until the dispute is resolved.

3.3 **Use of Credit Card.** If T-Mobile agrees Customer may pay Charges with a credit card, T-Mobile will charge Customer's credit card at the time of billing for all amounts or other obligations Customer has incurred. Customer also authorizes T-Mobile to charge Customer's credit card at or after termination of Service to pay all outstanding Master Account balances. If Customer has not authorized Charges to be made to a credit card, or Customer revokes such authorization, or if for any reason Customer's credit card issuer does not pay T-Mobile, T-Mobile must receive payment from Customer on or before the due date, or T-Mobile may suspend or terminate the Service in accordance with the terms of Section 5 of this Exhibit D.

4 [RESERVED].

5 Termination.

5.1 **Immediate Suspension and Termination.** T-Mobile may suspend or terminate the Services or this Agreement immediately and without notice if Customer utilizes the Services or Products in any manner in violation of Section 1.3 above. If the Agreement is terminated pursuant to this Section 5.1, unless prohibited by applicable law, Customer will remain responsible for paying all Charges and fees due to T-Mobile under this Agreement for services provided through the effective date of termination and such Charges will be immediately due and payable.

5.2 **Suspension and Termination with Notice.** For any other breach of this Agreement, including any failure to pay any sum when due, T-Mobile may suspend or terminate the Services or this Agreement if Customer fails to cure such breach within thirty (30) days after Customer receives written notice of such breach from T-Mobile. For purposes of providing written notice of breach, suspension or termination, notice may be provided to the address listed on Customer's billing statements. Customer may terminate an Order or this Agreement without penalty if T-Mobile materially breaches this Agreement and such breach is not cured within thirty (30) days after T-Mobile receives written notice of such breach from Customer. T-Mobile's material failure does not include a failure caused by Customer. If T-Mobile disputes

Customer's claim of a material breach, such dispute will be resolved through the negotiation process outlined in the Dispute Resolution section below. If Customer's Service or account is suspended or terminated and later reinstated, Customer may be charged a reactivation fee. Each Party's remedies hereunder are not exclusive but are in addition to all other remedies permitted under this Agreement.

5.3 Termination for Non-appropriation. Customer may terminate this Agreement at the end of the then-current fiscal period, without incurring any form of payment liability in excess of previously appropriated amounts, only when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement for the following fiscal year ("Termination for Non-appropriation"). Following Termination for Non-appropriation, Customer will not be obligated for payments for any fiscal period after the effective date of termination (provided, however, that Customer will be responsible for payment of all Charges and fees incurred for Products and Services ordered by and provided to Customer prior to such termination date, notwithstanding any lack of allocable or appropriation of funds). Customer will give Sprint written notice of any termination for non-appropriation at least 30 days before the effective date of the termination. At T-Mobile's request, Customer will provide supplemental documentation regarding the non-appropriation of funds. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term.

6 Disclaimer of Warranties. T-MOBILE, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, "T-MOBILE PARTIES") MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND PRODUCTS, EXCEPT FOR ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED BY THE MANUFACTURER WITH THE PRODUCTS OR IF CUSTOMER RECEIVED A WRITTEN "T-MOBILE LIMITED WARRANTY" WITH A PRODUCT. ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTS, OR BY ANY OF T-MOBILE'S AGENTS (EXCEPT FOR THE "T-MOBILE LIMITED WARRANTY"), ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY T-MOBILE PARTIES. T-MOBILE PARTIES DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON THEIR BEHALF AND CUSTOMER WILL NOT RELY ON ANY SUCH STATEMENT. T-MOBILE PARTIES DO NOT WARRANT THAT THE INFORMATION, PRODUCTS, PROCESSES, AND SERVICES AVAILABLE THROUGH THE SERVICE OR PRODUCT WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE. T-MOBILE PARTIES DO NOT GUARANTEE THAT CUSTOMER'S COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT CUSTOMER COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR. CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING VIRUS AND OTHER INTERNET SECURITY PROTECTIONS WHEN ACCESSING THE INTERNET, SERVICES AND THIRD PARTY PRODUCTS AND SERVICES. SOME STATES MAY LIMIT THE DISCLAIMER OF CERTAIN REMEDIES AND THE FOREGOING APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7 Indemnification.

7.1 Indemnification. T-Mobile will defend Customer from a claim by a third party arising directly from T-Mobile's performance of this Agreement and relating to personal injury, death, or damage to tangible property to the extent such claim results directly from gross negligence or willful misconduct of T-Mobile (an "Indemnified Claim") and will indemnify and hold Customer harmless against any damages or costs finally awarded or entered into in

settlement, including without limitation reasonable outside attorneys' fees and court expenses, relating to such Indemnified Claim.

7.2 Conditions to Indemnification. If an Indemnified Claim is commenced against T-Mobile under Section 7.1, Customer must (a) give T-Mobile prompt written notice of such Indemnified Claim; (b) give T-Mobile full and complete authority, information and assistance for the Indemnified Claim's defense and settlement; and (c) provide all reasonably requested assistance in connection with the defense of the Indemnified Claim. T-Mobile will retain the right, at its option, to settle or defend the Indemnified Claim, at its own expense and with its own counsel. Customer may employ separate counsel and participate in the defense of an Indemnified Claim at its own expense, but T-Mobile will retain sole control of the Indemnified Claim's settlement or defense.

7.3 Exclusive Remedies. The provisions of this Indemnification section state the entire liability and obligations of T-Mobile and any of its Affiliates or licensors, and the exclusive remedy of Customer, with respect to any claims identified in this section.

8 Disclaimers and Limitation of Liability.

8.1 Disclaimers.

8.1.1 T-Mobile Parties are not liable to Customer, Customer's Affiliates, Users, agents or any third parties for any damages arising from or related to (i) Customer's or its User's use of the Service, the Products, the network, including without limitation damages for loss of privacy, security, personal injury or property damage, interruption or failure of Service, malfunctioning Services or Products, loss of data, cost of replacement products and services, lost profits, or inability to use the Service or Product; (ii) any act or omission of a third party, including an underlying carrier, service provider or a dealer, or provider of third-party products and services, or (iii) any causes beyond the reasonable control of the T-Mobile Parties, including network failures or outages, failures to make or receive 9-1-1 calls or receive 9-1-1 location services, lack of coverage, acts of God, natural disasters and government actions, even if T-Mobile Parties have been advised of the possibility of damages. T-Mobile Parties are not responsible for any download, installation, use, transmission failure, interruption, or delay related to any third party services, products, content, advertisements, or websites a Customer or its Users may be able to access by using the Services or Products, even if Charges for the third party products appear on the T-Mobile invoice.

8.1.2 IN NO EVENT WILL EITHER PARTY, OR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF SALES, LOSS OF INVESTMENT OR OTHER EXPENDITURES, INVESTMENTS, OR COMMITMENTS) HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT EITHER PARTY OR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Liability Caps. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MAXIMUM AGGREGATE LIABILITY OF T-MOBILE PARTIES TO CUSTOMER AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THE EXCLUSIVE REMEDY AVAILABLE, FOR ANY AND ALL CLAIMS, SUITS,

DAMAGES, INJURY, AND LOSSES INDIVIDUALLY AND IN THE AGGREGATE ARISING FROM OR RELATED TO THIS AGREEMENT INCLUDING THE SERVICE, PRODUCTS AND THE NETWORK (A "CLAIM") IS LIMITED TO AN AMOUNT NO GREATER THAN THE FEES ACTUALLY PAID BY CUSTOMER IN THE 3-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE FOR THE APPLICABLE SERVICE. THE EXISTENCE OF MULTIPLE CLAIMS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. THE PARTIES AGREE THAT INCLUSION OF THIS SECTION WAS A MATERIAL CONSIDERATION TO ENTER THIS AGREEMENT. THIS LIMITATION WILL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY OR ALL PARTS OF THE LIMITATION ON DAMAGES.

- 9 **Privacy.** T-Mobile receives limited personal information necessary to allow T-Mobile to manage the relationship with Customer under Customer's Master Account, such as the business contact information of the employee Customer designates to manage the Master Account. T-Mobile also generates personal information through operation of the services provided, for example details of calling history and call locations, which are considered Customer Proprietary Network Information ("CPNI") under FCC rules, and other important information related to use of data services, which is not CPNI. T-Mobile will collect, use, disclose, or otherwise process such information, and will protect the security, integrity, and confidentiality of such information, in accordance with its privacy policy at www.t-mobile.com/privacy, as amended from time to time, and Section 10 (Confidentiality) hereto, as applicable.
- 10 **Confidentiality.** During the Term and for two (2) years after the expiration or termination of the Agreement, each Party receiving information (the "Receiving Party") will retain in confidence the other Party's Confidential Information. Customer acknowledges and agrees as of the Effective Date, Customer has not provided T-Mobile any Confidential Information that is not specifically designated as such. Neither Party will use any Confidential Information disclosed under this Agreement for any purpose other than the fulfillment of this Agreement. Each Party will protect Confidential Information of the other Party and take precautions at least as great as those taken to protect its own confidential information of a similar nature. Each Party will also notify the other promptly in writing in the event such Party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other Party and will cooperate in good faith to remedy such occurrence to the extent reasonably possible. The restrictions set forth in this Section will not apply to any information that: (a) was known by the Receiving Party without obligation of confidentiality prior to disclosure thereof by the other Party; (b) was in or entered the public domain through no fault of the Receiving Party; (c) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; (d) is required to be disclosed by applicable laws or regulations (but in such event, only to the extent required to be disclosed); or (e) is independently developed by the Receiving Party without reference to any Confidential Information of the other Party. The Receiving Party may disclose the other Party's Confidential Information to the Receiving Party's directors, officers, members, managers, employees, auditors, consultants, financial advisors, lenders, attorneys and existing and potential third-party financial investors. Such disclosures will only be made on a need-to-know basis, and in the case of third-parties, subject to a non-disclosure agreement between the relevant Party and such third party. Each Party will return or destroy to the other all materials, in any medium, which contain or reveal all or any part of any Confidential Information of the other Party upon request, provided however that the Receiving Party may retain copies of Confidential Information to the extent required for legal or regulatory purposes and will not be required to delete electronic Confidential Information stored in any disaster recovery or archival storage in accordance with its policies and provided that any such retained Confidential Information will continue to be subject to the terms of this Agreement. Each Party acknowledges that breach of this provision by it may

result in irreparable harm to the other Party for which money damages will be an insufficient remedy, and therefore the other Party will be entitled to seek injunctive relief to enforce the provisions of this Section.

10.1 **FOIA.** T-Mobile acknowledges that the Agreement and the Confidential Information may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively "FOIA"). Customer will provide T-Mobile with prompt notice of any FOIA requests or intended disclosures, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of T-Mobile Confidential Information.

11 **Assignment.** This Agreement may not be assigned or transferred by Customer without the prior written permission of T-Mobile. Any attempted assignment without such consent will be void. Subject to this restriction, this Agreement will inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective Parties.

12 [RESERVED].

13 [RESERVED].

14 **Dispute Resolution.**

14.1 **Negotiations.** In the event of a dispute arising from or relating to this Agreement, the disputing Party will notify the other Party in writing. The Parties will negotiate with each other in good faith and will use their best efforts to resolve the dispute within fifteen (15) days of the notice date. If the dispute is not resolved within this fifteen (15) day period, each Party will escalate the dispute to higher management (VP or equivalent) within fifteen (15) days. If the dispute is not resolved within thirty (30) days after the escalation to higher management, either Party is free to seek relief as contemplated in this Agreement.

14.2 **Arbitration.** Except as otherwise provided in this Agreement, if claims, controversies or disputes between the Parties or the Parties' agents, employees, officers, directors, or affiliated agents (hereafter "**Dispute**") (including whether a particular dispute is subject to arbitration as provided hereunder) cannot be settled through the negotiation process outlined in Section 16.1, the Parties agree that such Dispute will be resolved by binding arbitration conducted in the Seattle, Washington offices of Judicial Arbitration & Mediation Services, Inc. before a single neutral arbitrator. The Parties agree that the Agreement affects interstate commerce such that the Federal Arbitration Act and federal arbitration law apply to all Disputes. The Parties will submit any documents requested by the arbitrator in advance of the hearing date specified by the arbitrator. The appointed arbitrator selected may grant discovery as required by the reasonable needs of the case and determine motions filed, including motions for preliminary or ancillary relief and for summary disposition, but will do so in accordance with the Parties' desire to economically and quickly resolve the Disputes between them. As soon as practicable after the hearing, the arbitrator will issue a written decision specifying such relief as may be appropriate. The arbitrator may not award relief in excess of or inconsistent with the provisions of this Agreement, or order consolidation or arbitration on a class wide basis. The arbitrator's award will be final, non-appealable and binding and may be enforced in any court of competent jurisdiction. Each Party will bear its own costs and attorneys' fees and will share equally in the fees and expenses of the arbitrator. Demand for arbitration will be forever barred unless made within one (1) year from the date when the alleged Dispute arose and will be made by written notice given to the other Party. Neither Party may act as a representative of other claimants or potential claimants in any Dispute, and two or more individuals' Disputes may not be consolidated or

otherwise determined in one proceeding without the prior written consent of all Parties. EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS DISPUTE RESOLUTION PROVISION CONSTITUTES A WAIVER OF A JURY TRIAL, OR PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN A CLASS ACTION. IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID, CUSTOMER AND T-MOBILE BOTH WAIVE ANY RIGHT TO PURSUE OR PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN CLAIMS ON A CLASSWIDE, CONSOLIDATED, OR REPRESENTATIVE BASIS.

- 15 **Account Access Authorization.** Customer authorizes T-Mobile's authorized support staff to access Customer's Master Accounts to perform maintenance, service, or security functions where warranted by T-Mobile business or security procedures, even in the absence of a direct request from the Customer. For example, such access includes but is not limited to: change of address where T-Mobile receives notice of such a change from the US Postal Service, or the of security passwords where we detect a password compromise.
- 16 **Account Management (Customer Authorization).** Customer may authorize a third party to act as Customer's agent ("Customer Agent") for purposes of procuring necessary support services related to this Agreement, subject to the following conditions. This authorization is valid for the Term of this Agreement and may not be modified except pursuant to a written amendment signed by Customer and T-Mobile.
- 16.1 Customer remains fully responsible for any obligations incurred under this Agreement, whether due to changes Customer or its Customer Agent requests for Customer's account;
- 16.2 Customer will ensure that its Customer Agent has agreed to confidentiality and/or non-disclosure terms that are at least as protective of T-Mobile's Confidential Information as contained in this Agreement;
- 16.3 Customer consents to T-Mobile's disclosure of Customer's Confidential Information (as this term is defined herein) and Customer Proprietary Network Information, as defined in the Communications Act of 1934, as amended, 47 U.S.C. § 222, (1996) to its Customer Agent, and waives any claim against T-Mobile for any damages, expenses, costs, or liabilities arising from such disclosure;
- 16.4 Customer fully acknowledges, understands and accepts that there may be foreseeable and unforeseeable risks, including, but not limited to, increased risks of fraud to Customer's account or improper disclosure of Customer's account information, related to Customer's request that Customer Agent personnel be granted access to Customer's accounts. Accordingly, Customer fully releases, indemnifies, and holds T-Mobile and its affiliates and officers harmless from any and all claims, demands, causes of action, losses, expenses or liabilities, including, but not limited to, reasonable attorneys' fees, arising out of or related to the acts or omissions of Customer Agent.
- 16.5 Activations of new lines of Service under this Agreement will continue to be activated through the T-Mobile Sales Account Team assigned to Customer's Master Account; provided that such activation requests may be made by Customer or its Customer Agent; and
- 16.6 Customer agrees to be bound by the terms of any and all T-Mobile's Equipment Installment Program ("EIP") or lease agreements signed by a Customer Agent on behalf of Customer.

17 Technology Evolution.

- 17.1 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 Agreement to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection 17.2 below, to: (a) migrate Customer to a replacement technology; or (b) discontinue any Service, Product, network standard, or technology without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Service, Product, network standard, or technology.

17.2 If T-Mobile takes any action set forth in subsection 17.1 above, T-Mobile will provide advance notice reasonably designed to inform Customer (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (a) listed in the Agreement for Customer, (b) T-Mobile uses for billing, or (c) set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

- 18 **Use of Name, Service Marks, Trademarks.** Neither Party will use any trade name, trademark, service mark, trade dress or logo of the other Party or its Affiliates in any advertising, promotions or otherwise unless authorized by a separate written agreement.
- 19 **Entire Agreement.** This Agreement (including all exhibits, addenda, and Orders hereto, as well as other documents incorporated by reference) represents the final and entire agreement between Customer and T-Mobile, and supersedes any other agreements, oral or written, between the Parties regarding the subject matter herein. The Agreement and any exhibits, addenda and documents incorporated by reference are intended to be consistent with and supplementary to each other. In the event of a direct conflict between language included in any exhibit, addendum, Order or documents incorporated by reference, such conflict or inconsistency will be resolved by giving precedence: (a) first, to an exhibit; (b) second, to the terms in this Agreement, including its addendum and any documents incorporated by reference; (c) third, to posted or referenced terms; (d) Sprint's response to Customer's request for proposal or similar solicitation (if any); and (e) Customer's solicitation (if any), and (d) fourth, to an Order. For the avoidance of doubt, any different or additional terms that may be contained in any Order, purchase order, shipping authorization, correspondence, memoranda, or other document prepared or furnished by Customer, regardless of when prepared, dated or delivered to, or received by, T-Mobile shall not be binding on the Parties. Any amendments to this Agreement must be in writing and signed by an authorized representative of Customer and by a Vice President of Sales for T-Mobile, unless otherwise set forth in this Agreement. Any amendments signed by someone other than a Vice President of Sales for T-Mobile or a Divisional Director of Sales under an express delegation of authority will be null and void. A Party's failure at any time to require strict performance by the other or any User of any of the provisions herein will not waive or reduce a Party's right to thereafter require strict compliance with any provision of this Agreement. The Parties acknowledge and represent that each has the power and authority to enter into this Agreement and that the signing parties below have the authority to bind each Party to this Agreement. References to Uniform Resource Locators ("URLs") in the Agreement include any successor URLs designated by T-Mobile.
- 20 **Survival.** The following Exhibit D provisions, and any other provisions that may reasonably be construed as surviving, and all others that by their sense and context are intended to survive, will survive any termination of this Agreement for any reason: Sections 3 (Billing and Payment of Charges), 4 (Taxes, Fees and Surcharges), 5 (Termination), 6 (Disclaimer of Warranties), 7 (Indemnification); 8 (Disclaimers and Limitation of Liability), 10 (Confidentiality), 11 (Assignment),

14 (Dispute Resolution), 17 (Technology Evolution), 20 (Survival), and the terms and conditions related to Customer's use of other T-Mobile services.

21 **Definitions.**

- 21.1 **"Affiliate"** means any subsidiary or related business entity that a Party has the authority to control or that is controlled by a Party or is under common control with a Party and another business entity. For the purposes of this definition, "control" means the possession, directly or indirectly, of more than 50% of the equity securities or equity interests in such entity or the power to direct or cause the direction of the management and policies of such entity (whether through ownership of securities, partnership interests or other ownership interests, by contract, or otherwise).
- 21.2 **"Charges"** means any charges, taxes, fees, surcharges and other amounts T-Mobile bills Customer applicable to Services, Products and third-party services and products invoiced under a Master Account.
- 21.3 **"Confidential Information"** also means information, technology, materials and know-how of the other Party disclosed or acquired by the receiving Party pursuant to or in connection with this Agreement and which is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, ought to be reasonably treated as proprietary and/or confidential. The pricing terms, rate plans, discounts and credits are T-Mobile's Confidential Information.
- 21.4 **"Master Account"** means Customer's government master account(s) for the purchase and use of Services and Products. A Master Account may be used by Users.
- 21.5 **"Order"** means a written order, including an order submitted electronically and a purchase order, submitted or confirmed by Customer's authorized representatives and accepted by T-Mobile that identifies the Services and Products purchased by Customer.
- 21.6 **"Product"** means any equipment, devices, hardware, cabling or other materials used by Customer in connection with Services or which T-Mobile provides to Customer under this Agreement, and excludes third-party products that are not billed through the Master Account.
- 21.7 **"Rate Plan"** means Customer's Service allotments, such as minutes, messages or data, rates, and other terms.
- 21.8 **"Service(s)"** means any and all services T-Mobile provides to Customer under this Agreement, and excludes third-party services that are not billed under a Master Account.
- 21.9 **"User(s)"** means Customer and, as applicable, its employees who utilize or receive Services and devices under a Master Account. User does not include individuals who purchase T-Mobile's products or services under accounts other than a Master Account.

EXHIBIT E-1

Additional Terms for Master Account Wireless Services

1. **Definitions.** For purposes of Wireless Services, the following defined terms apply to this Exhibit D-1:
 - 1.1 "Services" means wireless services provided under a Master Account.
 - 1.2 "Devices" means any equipment, for which T-Mobile provides Service, such as a phone handset, tablet, or SIM card.
 - 1.3 "Employee Accounts" means the accounts of Customer's employees where the employees have signed up for an applicable T-Mobile Service and are directly responsible for payment of charges and Services and associated Devices to T-Mobile under T-Mobile's Employee Benefits Program.
 - 1.4 "Network" means T-Mobile's owned wireless network.
2. **Pricing.** Except as set forth in a Pricing Exhibit, the Service and Device prices are listed on the T-Mobile Business website at www.business.t-mobile.com. T-Mobile Rate Plans have month-to-month Service terms and Customer may terminate a Master Account line of Service at any time. Customer remains responsible for all Charges incurred through the end of such Master Account line's Service term. Customer's use of the Service will be in accordance with the terms and conditions of the applicable Rate Plan. In the event of any conflict between the Agreement, this exhibit and a Rate Plan, Rate Plan terms will control.
3. **Orders.** Orders will be processed pursuant to T-Mobile's standard activation procedures and must be approved by an authorized designee of Customer. By placing an Order for Devices, Customer agrees that Devices are intended to be activated on T-Mobile's Service for use only by Customer and its employees, and Customer will not materially modify the Devices' hardware or preloaded software, or assist any third party in doing so, in a way that would lead to security risks. For the avoidance of doubt, the foregoing restriction does not prohibit Customer from adding applications or third party services to Devices in accordance with the Agreement. Devices are subject to availability. The delivery address must fall within T-Mobile's licensed Service area. If Customer has a Device or accessory under T-Mobile's Equipment Installment Program ("EIP") or lease, then Customer will refer to the terms and conditions of that agreement.
4. **Activation Fees.** T-Mobile's initial activation fee will be waived for each Master Account and Employee Account for activation of each new line of Service; provided, however, that an activation fee may apply for high credit risk Employee Account activation.
5. **Changes.**
 - 5.1 Except as described for Rate Plans with a price-lock guarantee, T-Mobile may change Rate Plans and their terms made available to lines of Service or Devices at any time. If the change to Customer's Service or Rate Plan is material, and is likely to have a material adverse effect on Customer, T-Mobile will provide Customer with a minimum of fourteen (14) days' notice prior to the change. Customer accepts the changes to the Service terms by using the Service after the effective date of the change. Rate Plan changes will be effective as of Customer's next billing cycle.
 - 5.2 T-Mobile may impose usage or Service limits, suspend Service, or exclude certain categories of calls, messages, or sessions (e.g., conference & chat lines, broadcast, international, 900, 976 calls, etc.) in its sole discretion. T-Mobile may also impose limits on Service or Device orders based on Customer's then-current credit rating. T-Mobile may exclude certain types of calls, messages or sessions (e.g. conference and chat lines, broadcast, international, 900 or 976 calls, etc.), at its sole discretion. If Customer fails to cancel Service within the relevant timeframe, Customer will be deemed to have accepted the changes. Any service term will remain unchanged by any modification to the account, unless Customer agrees to a new service term as part of such modification. For the price-lock guaranteed Rate Plans in Exhibit B, T-Mobile will not increase Customer's monthly recurring service charges (excluding add-on features, taxes, surcharges, fees, or charges for additional features

or Devices) ("**Monthly Recurring Charge**") for the period that applies to Customer's Rate Plan, or if no specific period applies, for as long as Customer continuously remains a T-Mobile customer in good standing on a qualifying Rate Plan. If Customer switches Rate Plans, the price-lock guarantee for Customer's new Rate Plan will apply (if there is one). The price-lock guarantee is limited to the Monthly Recurring Charges only. Customer agrees that T-Mobile may contact Master Account Users through the Devices to notify such User of changes to or information about their account or the Service.

6. Service Availability, Service Coverage.

6.1 Service is available to a Device only when it is within the operating range of T-Mobile's Network or the network of an operator with which T-Mobile has an applicable roaming agreement. Coverage maps are available at www.t-mobile.com and are only estimates of our anticipated coverage area outdoors. Customer's actual Service area, network availability, coverage, and quality may vary and change without notice based upon a number of factors, including network capacity, terrain, weather, if Customer's Users are on a private or public Wi-Fi network, using a non-T-Mobile Device, or if a Device no longer supports network technologies compatible with or available on T-Mobile's network. Outages and interruptions in Service may occur, and speed of Service varies. Devices also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadband-capable Devices, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and Service availability.

6.2 T-Mobile engineers its Network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. In those cases, customers who choose certain rate plans may notice speeds lower than customers on other T-Mobile branded rate plans, which are prioritized higher on T-Mobile's network. Further, to provide the best possible on-device experience for the most possible customers on T-Mobile branded rate plans and to minimize capacity issues and degradation in network performance, T-Mobile may, without advance notice, take any actions necessary to manage its network on a content-agnostic basis, including prioritizing all on-device data over Smartphone Mobile HotSpot (tethering) data and further prioritizing the data usage of a small percentage of heavy data users, specifically those using more than 50GB of data in a billing cycle, below that of all other customers in times and locations where there are competing customer demands for network resources, for the remainder of the billing cycle.

6.3 Devices must be used predominantly within the T-Mobile-owned Network coverage area. Devices may connect to another provider's network ("**Off-Net**") even when Users are within the T-Mobile coverage area. Customer and its Users should check Customer's Device(s) to determine if Customer is Off-Net. Customer should not abuse Off-Net usage or T-Mobile may limit or terminate Customer's Service. T-Mobile may limit or terminate the affected line of Service in T-Mobile's discretion if (a) more than 50% of a User's voice and/or data usage is Off-Net for any two billing cycles within any twelve (12) month period; (b) a User's Off-Net usage makes it unreasonable for T-Mobile to provide Service to such User; or (c) related to T-Mobile's arrangements with an Off-Net provider. If a User's Off-Net voice usage, data usage or messaging usage exceeds its associated rate plan allotment, such Users will be alerted and access to Off-Net coverage may be suspended or denied. Location services, including 9-1-1 location services, may not be available in Customer's area and are subject to the Service limitations set forth in Section 6 of this Exhibit C-1.

6.4 Compatibility of Wireless Products and Services. Products may not be compatible with services provided by other wireless carriers, except for services provided in connection with roaming agreements. T-Mobile Devices may have a software programming lock that protects certain of the phone's operating parameters against unauthorized reprogramming. T-Mobile does not guarantee current or future compatibility of wireless Products 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. Unless otherwise stated in the Agreement, T-Mobile may, in its sole discretion and at any time, disable or discontinue use of any third party product, feature or application with the Services or Products, and Customer may not receive a refund for any unused portion of the data content.

7. Portability.

7.1 Customer has no proprietary or ownership rights to a specific number ("Number"), IP address, or e-mail address assigned to Customer or Customer's Device. Customer may be able to transfer a Master Account User's Number to or from another provider with whom T-Mobile has a porting relationship in accordance with T-Mobile internal business policies and procedures. For additional information about local number portability, please contact Corporate Customer Care at (800) 375-1126 or email T-Mobile at Businesscare@t-mobilesupport.com. Customer acknowledges that the Device may not be compatible with the network and services provided by another service provider. Customer may buy Devices from T-Mobile, or from someone else, however, all existing account transfers will be handled in accordance with the terms of this Section 7. Unless authorized by T-Mobile in writing, Customer will not use a Number on the Network for any purpose other than access to the public switched telephone network.

7.2 Upon submitting a change of responsibility ("COR") request, Customer consents to change both the billing and legal responsibility for the applicable Customer's corporate liable lines ("CL") from Customer's responsibility for the CL lines to Customer's employee(s)' responsibility, and Customer agrees to accept both the billing and legal responsibility for the employee(s)' individual liable line(s) ("IL"), once released by the employee(s). If approved, the transfer of any EIP (as defined below) balance to the employee or Customer will not be effective until a new EIP agreement has been executed by the assuming party.

8. Billing and Payment of Charges.

8.1 **iBilling and iAnalyst Billing Service.** Customer may enroll in T-Mobile's iBilling and/or iAnalyst online billing services at no additional monthly charge for the Master Account only; provided, however, Customer must activate and maintain at least six (6) Master Account lines of Service to receive the iBilling and/or iAnalyst billing service.

8.2 Customer may have to pay extra charges for calls to some numbers (for example but not limited to), conference & chat lines, broadcast, calling card, international, 900 or 976 calls. Customer will be charged for text, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. Charges for Wi-Fi usage may vary; see your selected Rate Plan for more details. Unused minutes or other allocated Services (e.g., text messages, data transmission) expire at the end of the billing cycle unless otherwise expressly stated by such Rate Plan's terms and conditions. Airtime usage is measured from the time the Network begins to process a call (before the call rings or is answered) through its termination of the call, or if applicable, any fraction of a minute of usage is rounded up to the next full minute. Depending on the Rate Plan, data usage may be rounded up at the end of each data session, at the end of Customer's billing cycle, and/or at the time Customer switches data plans. See www.t-mobile.com/business for Rate Plan details. T-Mobile may change Customer's billing cycle at any time.

9. **International Roaming and Dialing.** Availability and features offered for international roaming and dialing vary depending on Master Account Users' Rate Plan, the and Device. All countries may not be available for roaming and available countries may change from time to time. Whether roaming internationally or making and sending international calls and messages while in the U.S. or Puerto Rico, Users may be charged international rates (including for voicemails left for such Users and for data usage). Such Charges include per minute rates for calls and per minute rates for calls transferred to Users' voicemail and the relevant data rates for data usage. Users roaming internationally may be charged for more than one call for unanswered calls that are forwarded to voicemail regardless of whether the calls result in an actual voicemail message being left for such Users and regardless of whether the Device is on or off. Users may be able to disable these applications and features through a Device's settings. Different rates and rounding increments apply in different countries. See www.t-mobile.com for information on international access, rates, Services and coverage. While roaming internationally, User data throughput may be reduced, and User Service may be otherwise limited or terminated at any time without notice. Except in the case of fraudulent or suspicious activity, or activity posing imminent risk to T-Mobile or Customer, T-Mobile will make reasonable efforts to notify Customer prior to termination of User Service. Customer is responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with User Devices. Billing of roaming charges, data usage and minutes of use or Services may be delayed or applied against included data allotments, minutes or Services in a subsequent billing cycle, which may cause Customer to exceed Customer's allocated data, minutes or Services in a particular billing cycle. Customer may request that T-Mobile block a Master Account line of Service

from placing international calls ("**International Dialing Block**") by calling Business Customer Care or by Email at Businesscare@t-mobilesupport.com. The availability of, and access to, emergency calling services (e.g., 911 in the U.S.), may vary by country. Customer and its Users must familiarize themselves with how to access these services before using the Devices for international roaming.

10. **Lost/Stolen Devices.** If Customer's Device is lost or stolen ("**Lost Device**"), Customer must (a) promptly notify T-Mobile and T-Mobile will suspend Service for the Lost Device; and (b) provide T-Mobile with reasonable documentation T-Mobile requests (such as a copy of a filed police report if the Device is stolen) within fourteen (14) days. Once Customer notifies T-Mobile that Customer's Device is lost or stolen ("**Lost Device**"), T-Mobile will suspend Customer's Service and Customer will not be responsible for additional usage Charges incurred in excess of Customer's Rate Plan Charges, applicable taxes, fees, and surcharges. If Customer completes the above requirements, Customer will not be liable for additional usage Charges incurred in excess of Customer's Rate Plan Charges, applicable taxes, fees and surcharges. If Customer purchased a Device through T-Mobile's EIP Program, Customer remains obligated for the total payments due on the Device. If Charges are incurred before Customer notifies T-Mobile, Customer is not liable for unauthorized Charges. However, the fact that Customer's Device was used is some evidence of authorization. Customer may request that T-Mobile investigate Charges Customer believes to be unauthorized. T-Mobile may ask Customer to provide information to support Customer's request. If T-Mobile determines the Charges were unauthorized, T-Mobile will credit Customer's account. If T-Mobile determines the Charges were authorized, T-Mobile will inform Customer within thirty (30) days and Customer will be responsible for all Charges incurred. If Customer requests that the Service not be suspended on the Lost Device, Customer will remain responsible for all Charges incurred under that specific line of Service. T-Mobile may prevent a lost or stolen Device from registering on T-Mobile's and other networks.

11. **Service Cancellation, Exchange, and Returns.** Customer may cancel a new line of Service within thirty (30) days of activation ("**Cancellation Period**") by contacting T-Mobile and returning any Device(s) Customer purchased with Service in Like New condition (defined below). Customer may exchange or return a Device within 30-days from the Device or accessory purchase date ("**Return Period**"). Only Like New Devices returned with proof of purchase to Customer's T-Mobile account representative or team, or the location from which the Device was purchased within the Cancellation or Return Period are eligible for a refund of the purchase price. Refunds and exchanges will be less any rebates received and shipping costs. Certain promotional offers may require Customer to return all items received with the Device and could cause Customer to become ineligible for promotional discounts. Certain accessories, such as earpieces, may not be refunded or exchanged in some jurisdictions. A "**Like New Device**" is a Device purchased from T-Mobile, in its original packaging with all contents, undamaged, and in good working condition with no material alterations to the Device's hardware or software, as determined by T-Mobile in its sole discretion. Customer may be required to pay a restocking fee for failing to return a Device with included packaging, manuals or accessories, or if the Device exchanged and/or returned is in a damaged, altered or destroyed condition. Even if Customer cancels Service and/or returns any Device as provided herein, Customer must pay all Service and usage Charges incurred thru the end of Customer's Service term or return date and any applicable subsequent penalties or assessments. If Customer attempts to cancel Service, but does not return the applicable Device or if such Device is returned in a damaged, altered or destroyed condition or is locked with software or otherwise unusable, T-Mobile may take one or more of the following actions: (a) prevent such Device from working on any network; (b) elect not to process the Service cancellation; or (c) charge Customer the suggested retail price or the cost to repair the applicable Device, (which may be greater than the price paid for such Device), plus any shipping and handling charges. Except for the 30-calendar day Return Period, the cancellation and return policies in this Section 11 will not apply to Customers who purchase Device(s) through T-Mobile's EIP or a T-Mobile leasing program and the terms of that program's agreement will supersede and control the purchase or lease of those Devices.

12. **Third Party Equipment.** If Customer uses third party equipment, handsets or devices that are not provided to Customer directly by T-Mobile ("**Third-Party Equipment**") with the Service, Customer acknowledges and agrees: (a) T-Mobile will not accept any returns of the Third Party Equipment; (b) Customer and its Users use the Third-Party Equipment at Customer's own risk and T-Mobile provides no warranty of any kind on the Third-Party Equipment; (c) T-Mobile will not offer or provide Customer Care services for the Third-Party Equipment; (d) the Third-Party Equipment may not function properly with the Service or applicable network; and (e) Customer will be responsible for monthly service charges accrued from the date T-Mobile fulfills an order for a Subscriber Identity Module ("**SIM**"). T-Mobile disclaims all liability for Use of Third-Party Equipment in accordance with Section

9 of the Agreement. In the event that T-Mobile certifies or endorses the use of certain Third-Party Equipment with the Service, the above provisions will still apply. Customer is responsible for any impairment, interference, or harm caused by Third-Party Equipment.

13. Third Party Products. Customer can purchase services and products ("**Third Party Products**") using its Devices, and charges for these purchases may be included in Customer's Master Account invoice. Customer may block purchases of Third Party Products by emailing T-Mobile at businesscare@t-mobilesupport.com, or contacting Customer Care at (800) 375-1126. Customer's download of Third Party Products is at its own risk. Unless otherwise stated, any support questions for Third Party Products should be directed to the third-party seller identified at the point of purchase. Some Third Party Products may require Customer's agreement to a license or other terms with the third party. Some Devices or Third Party Products may contact the Network without Customer's knowledge, which may result in additional Charges, such as while roaming internationally. To use, download, or install Third Party Products that Customer purchases from T-Mobile, the Third Party Products are licensed to Customer by T-Mobile and may be subject to additional license terms between Customer and the creator/owner of the Third Party Products. Whether purchased from T-Mobile or a third-party seller, any Third Party Products Customer purchases are licensed for personal, lawful, non-commercial use on User's Device only. Customer may not transfer, copy, or reverse engineer any Third Party Products, or alter, disable or circumvent any digital rights management security features embedded in the Third Party Products. Customer may refer to T-Mobile's Privacy Policy as well as the Third Party Products creator or owner's privacy policy for information regarding the collection, use and retention of information collected when a User downloads, installs, or uses any Third Party Products. If Customer or Customer's End Users choose to download, access, or otherwise use Location Based Services ("**LBS**"), including Third Party Products, Customer agrees that any access, use, or disclosure of location information of Customer or Customer's End Users is governed by the terms and conditions set forth by the LBS provider, including the LBS provider's privacy policy. Customer is solely responsible for determining its obligations under and ensuring its compliance with applicable laws and regulations governing the use of LBS or requiring notice or consent, including but not limited to requirements under the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.). Customer further acknowledges that (i) T-Mobile is not responsible for notifying End Users using Customer lines upon which Customer or Customer's End Users has enabled LBS that end-user location information may be accessed, used or disclosed in connection with LBS and (ii) such use may require notification by Customer to its End Users. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS T-MOBILE PARTIES AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF CUSTOMER'S OR CUSTOMER'S END USERS USE OF LOCATION BASED SERVICES AND CUSTOMER'S FAILURE TO NOTIFY USERS OF CUSTOMER'S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON CUSTOMER LINES.

14. 911 calls. Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice over LTE ("**VoLTE**"). If Users cannot make a voice call to 911, T-Mobile recommends that Users use an internet-based Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. T-Mobile Real-Time Text ("**RTT**") technology is available on T-Mobile's network and can be used on select devices to contact 911. For more information, see www.t-mobile.com/accessibilitypolicy.

15. Additional Terms for Plans and Other Features. The following terms apply to Customer's Master Account data plans. To the extent any data plan terms expressly conflict with the terms in this Agreement, the applicable data plan terms will govern.

15.1 Permissible and Prohibited Uses. Customer's data plan is intended for Web browsing, messaging, and similar activities. Certain activities and uses of the Services and Devices are permitted and others are not. If Customer buys, leases, or finances a Device manufactured for use on the Network, Customer agrees that it intends it to be activated on our Service and Customer will not resell or modify the Device, or assist anyone doing so. Examples of permitted uses include but are not limited to: (a) voice calls; (b) web browsing; (c) messaging; (d) email; (e) streaming music; and (f) tethering a Device to other non-harmful devices pursuant to the terms and conditions and allotments the associated Rate Plan. Examples of prohibited uses include but are not limited to: (aa) except for a T-Mobile provided equipment, using a repeater or signal booster; (bb) compromising Network security or capacity, degrading Network performance, use of malicious software or "malware", hindering other customers' access to the Network, or otherwise adversely impacting Network service levels or

legitimate data flows; (cc) using applications which automatically consume unreasonable amounts of available Network capacity; (dd) using applications which degrade network capacity or functionality; (ee) misuse of the Service, including "spamming" or sending abusive, unsolicited, or other mass automated communications; (ff) monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals; (gg) unauthorized reprogramming or "unlocking" of a Device's software programming lock; (hh) tampering with, reprogramming, altering, or otherwise modifying Customer's Devices to circumvent any of T-Mobile's policies or violate anyone's intellectual property rights; (ii) causing harm or adversely affects T-Mobile, the Network, T-Mobile customers, employees, business, or any other person; and (jj) causing T-Mobile to violate applicable laws and regulations. T-Mobile reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited voice or data uses detailed above or if T-Mobile, in its sole discretion, determines action is necessary to protect the Network from harm or degradation.

15.2 Protective Measures. T-Mobile engineers our network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. To provide the best possible experience for the most possible T-Mobile customers and to minimize capacity issues and degradation in Network performance, T-Mobile may, without advance notice, take any actions necessary to manage the Network on a content-agnostic basis, including, prioritizing the data usage of a small percentage of unlimited high-speed data customers who use the highest amount of data below that of other customers in times and locations where there are competing customer demands for Network resources, for the remainder of the billing cycle. Where the Network is lightly loaded in relation to available capacity, a customer whose data is de-prioritized will notice little, if any, effect from having lower priority. This will be the case in a vast majority of times and locations. At times and locations where the Network is heavily loaded in relation to available capacity, however, these customers will likely see significant reductions in data speeds, especially if they are engaged in data-intensive activities. T-Mobile constantly works to improve Network performance and capacity, but there are physical and technical limits on how much capacity is available, and in constrained locations the frequency of heavy loading in relation to available capacity may be greater than in other locations. When Network loading goes down or the customer moves to a location that is less heavily loaded in relation to available capacity, the customer's speeds will likely improve. See www.T-Mobile.com/OpenInternet for details and for current data amount subject to this practice.

15.3 Service Limitations, Connectivity and International Use. Customer acknowledges and agrees that a User's use of any Wi-Fi network is permissible *and that Customer (and not T-Mobile) is solely responsible for all charges associated with a Master Account User's use of the Service.* Cell Broadcasts (alerts that go to certain customers) and Wireless Priority Service (WPS) may not be available with Wi-Fi Calling. Calls from certain designated countries and destinations* over Wi-Fi are \$.25/min (no charge for Wi-Fi calls to US, Mexico and Canada). Calls made over Wi-Fi outside of designated countries and destinations* will be charged standard international roaming rates. Customer will pay for all internet access charges incurred by Master Account Users. (*Except as indicated in this Agreement, T-Mobile offers travel without limits with unlimited data and texting in 210+ countries and destinations at no extra charge. The list of 210+ countries and destinations is subject to change at T-Mobile's sole discretion. Visit www.t-mobile.com/coverage/roaming.)

15.4 9-1-1 and Emergency Alerts Service and Wi-Fi Calling. Customer agrees and will inform all Master Account Users as follows:

Services or Software provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than services offered by T-Mobile, or may not work at all. Customer agrees to review all terms and conditions of such third-party products. **T-Mobile is not responsible for failures to connect or complete 911 calls or text to 911 messages or if inaccurate location information is provided. 911 service may not be available or reliable and Customer's ability to receive emergency services may be impeded.** T-Mobile cannot assure Customer that if Customer places a 911 call or text Customer will be found.

15.5 Emergency Alerts. T-Mobile has chosen to offer wireless emergency alerts, within portions of our coverage area, on wireless alert capable Devices. There is no additional charge for these wireless emergency alerts. For details visit: www.t-mobile.com/responsibility/consumer-info/safety/wireless-emergency-alerts.

T-Mobile may use a variety of information and methods to determine the location of a 9-1-1 call, including T-Mobile's GSM wireless Network if available in a User's location, or the location of a User's Primary Address. Even with this information, Customer acknowledges that an emergency operator may not be able to receive or use the address information (or a User's phone number) to locate the User in order to provide emergency services. If a User dials 9-1-1 while outside the U.S., 9-1-1 services may not be available. Customer is required to provide T-Mobile with a valid address for the location at which Customer's Master Account Users primarily use Wi-Fi Calling ("**Primary Address**"). If Customer does not provide T-Mobile with a Primary Address, T-Mobile may block Users' usage of certain Wi-Fi networks. If such address changes, either temporarily or permanently, Customer will register the new address with T-Mobile. T-Mobile assumes no responsibility for securing the Primary Address. When Users use Wi-Fi Calling Service away from the Primary Address, T-Mobile may have no or very limited information about the User's location, which could result in (i) a 9-1-1 call being routed to an out-of-area public safety agency; (ii) the public safety agency receiving incomplete information about the User's call and the User's location; or (iii) a User's 9-1-1 call being routed to an emergency response center, which will ask the User for the User's location and use that information to route the call to a public safety agency.

15.6 Text-to-911: Text to 9-1-1 may be available in some locations where T-Mobile Service is provided and is dependent on the public safety agency's ability to receive text messaging. T-Mobile recommends that Customer uses voice communications as its primary method of contacting 9-1-1.

Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice over LTE ("**VoLTE**"). If Users cannot make a voice call to 911, T-Mobile recommends that Users use an internet-based Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. T-Mobile Real-Time Text ("**RTT**") technology is available on T-Mobile's network and can be used on select devices to contact 911. For more information, see www.t-mobile.com/accessibilitypolicy.

15.7 911 Access: 911 services are made possible by state and local governments. T-Mobile handsets are capable of making calls to 911 in the United States, and 911 access is available to customers regardless of rate plan. The handset must have battery power and connectivity to complete a 911 call. When making 911 calls, Customer's Users must be prepared to provide information about where the User(s) are located. In some cases, 911 communications center operators may not know the User's phone number or have information about that User's location. Other third-party entities are involved in connecting a 911 call and T-Mobile does not determine the public safety agency to which the 911 call is routed. If Customer is porting a phone number to or from T-Mobile, T-Mobile may not be able to provide Customer with some Services, such as 911 location services, while the port is in process. If any User is outside the U.S., such User may have to dial a different number than 911 to call emergency services.

15.8 Wi-Fi Calling. Wi-Fi Calling services use an internet connection to make calls, ("**Wi-Fi Calling**"), including 911 calls, and calls to 911 using Wi-Fi calling operate differently than traditional 911. When enabling Wi-Fi Calling, Customer must provide T-Mobile with the primary street address at which the Wi-Fi Calling service will be used ("**Registered Location**"). If Customer's Users call 911 over Wi-Fi, T-Mobile will provide Customer's Registered Location to the public service entity that answers the call, and it may be used to help emergency responders locate a User. Customer agrees to update its Registered Location if Customer's Users use Wi-Fi service at a different location. Customer can update its Registered Location by contacting T-Mobile Customer Care.

15.9 Location Based Services. If Customer downloads or accesses location based services through wireless Services and Products ("**Location Based Services**"), Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of Customer's Products pursuant to the terms and policies of the Location Based Service purchased by Customer, including the Location Based Service provider's privacy policy. Customer must clearly, conspicuously and regularly notify all of its Users using Customer lines upon which Customer has enabled Location Based Services that end-user location information may be

accessed, used or disclosed in connection with the Location Based Service. In addition, if Customer will be using Location Based Services to track or collect the location of end users that Customer knows, or reasonably should know, are under 13 years of age, Customer will be responsible for complying with all applicable notice and consent requirements in accordance with the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.) and any other applicable laws. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS T-MOBILE PARTIES AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF CUSTOMER'S USE OF LOCATION BASED SERVICES AND CUSTOMER'S FAILURE TO NOTIFY USERS OF CUSTOMER'S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON CUSTOMER LINES.

16. **Network Security.** T-Mobile has the right, but not the obligation, to monitor and inspect all network traffic to and from Customer to protect Customer, T-Mobile's network, and others using the Service from communications that pose a security threat. Customer agrees that T-Mobile's exercise or non-exercise of this right will not result in a breach of this contract and that Customer will not initiate any legal action related to the exercise or non-exercise of this right, or any action or inaction by T-Mobile based on that monitoring and inspection activity.

17. **Employee Benefits Program.**

17.1 The terms in the Agreement pertain to the Master Account(s) with the exception of this Section 17 (Employee Benefits Program), which pertains to Employee Accounts. Employees may activate a line of Service under the T-Mobile Benefits Program by calling T-Mobile's toll-free number at 1-877-347-2127, or as otherwise offered by T-Mobile. T-Mobile periodically reviews Employee Accounts to confirm continued proof of employment and employee eligibility or other methods of verification. Upon T-Mobile's request, Employees will provide proof that they are currently employed by Customer. After employment with Customer ends, Employees will be eligible to receive Service under T-Mobile's standard consumer rate plans, subject to the applicable terms and conditions under such rate plans. Customer will not be liable for payment on any Employee Account established under the Employee Benefits Program. In its sole discretion, T-Mobile may change or discontinue any or all of the benefits, offers or features of its Employee Benefits Program.

17.2 **Marketing Commitments.** The Parties will reasonably cooperate in marketing the Employee Benefits Program to Customer's employees. Such activities will include, as needed:

- Allowing T-Mobile to participate in any applicable on-site vendor attended benefits events for Customer's employees;
- Allowing T-Mobile to advertise in Customer publications sent to employees (such as newsletters, journals, magazines, periodicals or new employee packets);
- Including information regarding the Employee Benefits Program in periodic email announcements regarding employee benefit opportunities;
- Posting Employee Benefits Program offers on the Customer's intranet;
- Allowing T-Mobile to utilize Customer's name in marketing initiatives to Customer's employees; and
- Cooperating with any other efforts mutually agreed upon by Customer and T-Mobile aimed at marketing the Employee Benefits Program benefits to Customer's employees.

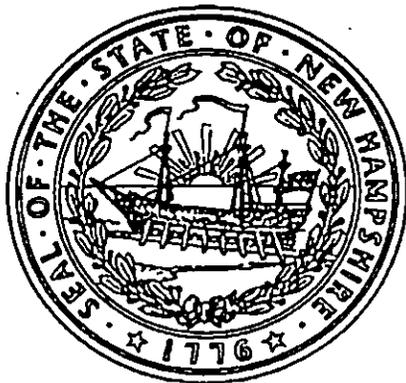
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that T-MOBILE USA, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on December 21, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 332379

Certificate Number: 0004978835



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of August A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

DELEGATION OF AUTHORITY

Purpose for which authority is delegated:	Signing Authority
Reference is made to the Delegation of Approval matrix and related resolutions adopted by the Board of Directors ("Board") of T-Mobile US, Inc. ("TMUS") at the June 3-4, 2013 Board meeting ("Delegation of Approval").	
<ol style="list-style-type: none"> 1. Effective as of August 13, 2020 and as provided in Section 2 below, I, James Kirby, Senior Vice President of Business Sales at T-Mobile USA, Inc. ("T-Mobile"), hereby delegate to David Bezzant, Vice President, T-Mobile for Government, approval and signing authority to negotiate and enter into the following Public Sector Sales Contract document types: 2. The Delegation of Authority set forth above shall include authority to sign the following documents: <ul style="list-style-type: none"> • Purchase Orders, not to exceed \$2,500,000.00, from the Federal, state and local government that are under current, approved contract vehicles with T-Mobile, including: <ol style="list-style-type: none"> i. GSA Schedule 70 Contract ii. Department of Defense (DoD) Blanket Purchase Agreement iii. Federal Strategic Sourcing Initiative (FSSI) Blanket Purchase Agreement iv. Any other Blanket Purchase Agreement between T-Mobile and a department, agency, or unit of the Federal Government v. State and Local Agreements, participating addenda, and other related contracts • All Non-Disclosure Agreements for Public Sector sales opportunities (Federal and State and Local). 	
This Delegation of Authority supersedes and renders null and void all prior delegations of authority to a Vice President of T-Mobile for Government for T-Mobile.	
Expiration of Signing Authority: Until revoked in writing.	

NOTE: Under no circumstance shall the obligation exceed the approval and signing authority limits outlined in the Delegation of Approval.

By signing this document I acknowledge that I have read, understand and will comply with the Contract Administration Policy (TPP-600) and the Procurement Policy (TPP-200). It is the responsibility of the person delegating authority to ensure compliance. The approval and signing authority granted by this delegation cannot be further delegated.

Person delegating authority:

BY: DocuSigned by:
James Kirby
54BE389356F04A (Authorized Signature)

NAME: James Kirby

(Print or Type Name of Signatory)

TITLE: Senior Vice President, T-Mobile for Business

(Title – must be Vice President or higher)

DATE: 8/21/2020

(Execution Date)

Person authority is being delegated to:

BY: DocuSigned by:
David Bezzant
8F886CC9343 (Authorized Signature)

NAME: David Bezzant

(Print or Type Name of Signatory)

TITLE: Vice President, T-Mobile for Government

(Title)

DATE: 8/21/2020

(Execution Date)

****A copy of this document must be filed with each contract for which it applies.****



CERTIFICATE OF LIABILITY INSURANCE

5/1/2021

DATE (MM/DD/YYYY)

8/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	XL Insurance America, Inc.	24554
INSURER B:	Greenwich Insurance Company	22322
INSURER C:	National Union Fire Ins Co Pitts. PA	19445
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
1362700 T-Mobile US, Inc.
Its Subsidiaries and Affiliates
12920 SE 38th Street
Bellevue WA 98006

COVERAGES TMOBI CERTIFICATE NUMBER: 16911687 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	RGDS000259-09	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	RADS000257-09	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea. accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C C C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED. <input checked="" type="checkbox"/> RETENTION \$ 25,000	N	N	51569656 SIR applies per policy terms & conditions	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	RWDS000301-08 AOS RWR5000302-08 WI	5/1/2020 5/1/2020	5/1/2021 5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CLM#846353 State of New Hampshire P-37 Agreement

CERTIFICATE HOLDER

16911687
The State of New Hampshire
Attn: Dept. of Administrative Services
25 Capitol Street
Concord NH 03301

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



The State of New Hampshire Attn: Dept. of Administrative Services
25 Capitol Street
Concord NH 03301

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **16911687**.

✉ Email: STL-edelivery@lockton.com
☎ Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies



CERTIFICATE OF PROPERTY INSURANCE

5/1/2021

DATE (MM/DD/YYYY)
5/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: _____	
	PHONE (A/C No. Ext): _____	FAX (A/C No.): _____
E-MAIL ADDRESS: _____		
PRODUCER ADDRESS: _____		
CUSTOMER ID: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 102405 T-Mobile US, Inc. Its Subsidiaries and Affiliates 12920 SE 38th Street Bellevue WA 98005	INSURER A: Allianz Global Corporate & Specialty SE	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

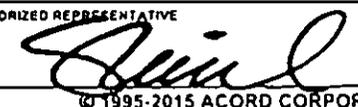
LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS		
A	<input checked="" type="checkbox"/>	PROPERTY	USP00023320	5/1/2020	5/1/2021	BUILDING	\$ XXXXXXXX		
	CAUSES OF LOSS							PERSONAL PROPERTY	\$ XXXXXXXX
		DEDUCTIBLES						BUSINESS INCOME	\$ XXXXXXXX
		BASIC						EXTRA EXPENSE	\$ XXXXXXXX
		BUILDING						RENTAL VALUE	\$ XXXXXXXX
		BROAD						BLANKET BUILDING	\$ XXXXXXXX
		CONTENTS						BLANKET PERS PROP	\$ XXXXXXXX
	<input checked="" type="checkbox"/>	SPECIAL						<input checked="" type="checkbox"/> BLANKET BLDG & PP	\$ 55,000,000
		EARTHQUAKE							\$ XXXXXXXX
		WIND							\$ XXXXXXXX
		FLOOD				\$ XXXXXXXX			
		INLAND MARINE	TYPE OF POLICY				\$ XXXXXXXX		
		CAUSES OF LOSS	NOT APPLICABLE				\$ XXXXXXXX		
		NAMED PERILS	POLICY NUMBER				\$ XXXXXXXX		
		CRIME	NOT APPLICABLE				\$ XXXXXXXX		
		TYPE OF POLICY					\$ XXXXXXXX		
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN	NOT APPLICABLE				\$ XXXXXXXX		
							\$ XXXXXXXX		

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Risk of Direct Physical Loss or Damage; Includes Property, BPP, BI, EE, Flood & Earth Movement; Replacement Cost - Property Damage; Actual Loss Sustained - Time Element. Waiver of Subrogation included as required by written contract. CLM #846353 State of New Hampshire P-37 Agreement

CERTIFICATE HOLDER 208736 The State of New Hampshire Attn: Dept. of Administrative Services 25 Capitol Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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