

STATE OF VERMONT PARTICIPATING ADDENDUM # 41278
FOR NASPO VALUEPOINT WIRELESS, DATA, VOICE, IOT, AND ACCESSORIES
Led by the State of Utah Cooperative Contract #MA176
NASPO ValuePoint Master Agreement Terms and Conditions

Contractor: T-Mobile USA, Inc.

Contractor's NASPO ValuePoint Webpage: <https://www.naspovaluepoint.org/portfolio/wireless-voice-data-accessories-2019-2024/t-mobile-usa-inc/>

- A. **Parties.** This Participating Addendum is a contract between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter "State" or "Vermont"), and T-Mobile USA, Inc. (hereinafter "Contractor" or "T-Mobile"). It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
1. **Subject Matter.** This Participating Addendum authorizes the purchase of Wireless, Data, Voice, IoT, and Accessories from Contractor pursuant to the NASPO ValuePoint Master Agreement Terms and Condition #MA176 (Solicitation #CJ18012) led by the State of Utah ("Lead State") on behalf of NASPO ValuePoint ("NASPO Master Agreement") for use by the Participating Entity and other entities, as provided in the NASPO Master Agreement, and as more specifically detailed in Paragraph 4, "Participating Entities" below. The parties agree the NASPO Master Agreement is hereby fully incorporated by this reference. Contractor's awarded categories are:
- **Category 1- Cellular Wireless Services:** This category will cover the basic cellular wireless transport services for voice, data and messaging, as well as any new basic transport services that may be introduced for applications like those defined for Internet of Things (IoT) applications. "Cellular wireless transport" is defined to mean carrier provided wireless services that employ a radio access network based on technologies defined by the Third Generation Partnership Program (3GPP).
 - **Category 2- Equipment and Accessories:** This category includes any equipment or accessories operating over cellular carrier provided network services or intended for use with cellular connected devices.
 - **Category 3- Turnkey Wireless and IoT Solutions that are offered as a product:** This category includes any of the wireless or IoT solutions or applications being offered as a complete product by the contractor.
 - i. **Subcategory 3a** – Fleet Management
 - ii. **Subcategory 3c** – Mobile Integration
2. **Definitions.** Capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the NASPO Master Agreement between the Lead State and the Contractor.
3. **Purchasing Entities.** In accordance with Section 2, "Definitions" and Section 5, "Participants and Scope" of the NASPO Master Agreement, this Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each regarded as "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval

from the State Board of Education as authorized under 29 V.S.A. § 902 (each regarded as “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont State Contract Administrator. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the NASPO Master Agreement are consistent with its procurement policies and regulations and negotiate supplemental terms necessary to comply with such Additional Purchaser’s requirements.

4. **Contract Term.** The period of Contractor’s performance shall begin on the date of execution of this Participating Addendum and end upon the expiration of the NASPO Master Agreement, unless this Participating Addendum is terminated earlier in accordance with Section 13 “Termination” of this Participating Addendum or Section 27 “Cancellation” of the NASPO Master Agreement. An amendment to this Participating Addendum shall not be necessary in the event of the renewal or extension of the NASPO Master Agreement.
5. **Available Products and Services.** All Products, Services and Accessories listed on the Contractor’s NASPO ValuePoint Webpage <https://www.naspovaluepoint.org/portfolio/wireless-voice-data-accessories-2019-2024/t-mobile-usa-inc/> may be purchased under this Participating Addendum.
6. **No Lease Agreements.** Contractor is prohibited from leasing to State Purchasers under this Participating Addendum. Additional Purchasers are not subject to this prohibition and may enter into lease agreements with Contractor subject to Section 37 “Leasing or Alternative Financing Methods of the NASPO Master Agreement and Section 1 “Service and Product Pricing” and Section 11(f) “Account Management (Purchasing Entity Authorization)” of Attachment AA, Contractor’s Special Terms and Conditions.
7. **Requirements for Ordering.**
 - a. Orders made under this Participating Addendum shall be subject to the terms and conditions of the NASPO Master Agreement and Attachment AA Contractor’s Special Terms and Conditions.
 - b. Orders made under this Participating Addendum must include a Purchase Order for the Product and/or Services.
 - c. In accordance with Section 36 “Contract Provisions for Orders Utilizing Federal Funds” of the NASPO Master Agreement, orders placed under this Participating Addendum funded with federal funds may propose additional terms as applicable to comply with federal requirements.
 - d. State Purchasers must follow the ordering procedures of the State Contract Administrator to execute Orders against this Participating Addendum, which shall include, as applicable, obtaining approval from the State CIO and/or Attorney General’s Office prior to making purchases from category 3 under this Participating Addendum.
 - e. All Orders placed under this Participating Addendum must include the State’s Participating Addendum Number and the NASPO Master Agreement Number/Identifier on the Purchase Order.

8. Payment Provisions and Invoicing.

- a. Payments and Invoicing/Billing of Products and/or Services made under this Participating Addendum shall be subject to the terms and conditions of the NASPO Master Agreement and Attachment AA Contractor's Special Terms and Conditions.
- b. Product offerings and complete details of Product pricing, including discounts, applicable to this Participating Addendum are set forth in the Price Schedule maintained on-line at Contractor's NASPO ValuePoint Webpage listed above.
- c. [INTENTIONALLY OMITTED]
- d. All equipment deliveries shall be in accordance with Section 13 "Shipping and Deliveries" of the NASPO Master Agreement.
- e. [INTENTIONALLY OMITTED]
- f. Payment terms are Net 30 days from the date the Purchasing Entity receives an error-free invoice in accordance with Section 16 "Payment" of the NASPO Master Agreement and Sections 5 "Billing and Payment of Charges" and 6 "Taxes, Fees and Surcharges" of Attachment AA Contractor's Special Terms and Conditions. Late fees shall not be charged or applicable to State Purchasers under this Participating Addendum.
- g. Pursuant to "Administration of Orders" Section 12 "Ordering" of the NASPO Master Agreement and Sections 5 "Billing and Payment of Charges" and 6 "Taxes, Fees and Surcharges" of Attachment AA Contractor's Special Terms and Conditions, at a minimum, invoices shall be sent to the address identified on the Purchasing Entity's Order or Purchase Order and shall specify the remittance address to which payments will be sent. The State of Vermont Participating Addendum Number, Purchasing Entity's Order or Purchase Order Number, and the NASPO Master Agreement Number/ Identifier shall appear on each invoice for all purchases placed under this Participating Addendum.
- h. [INTENTIONALLY OMITTED]
- i. Unopened Products can be returned, in accordance with Section 8 "Cancellation and Return Policy" of Contractor's Attachment AA Special Terms and Condition, up to 30 calendar days from the purchase date listed on the receipt.
- j. The State Purchasing Card may be used by State Purchasers for the payment of invoices. As a note to the State Purchasers, use of the Purchasing Card requires all required documentation applicable to the State Purchaser. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

9. **Reporting.** Contractor shall submit quarterly reports electronically in the same format as set forth under Section 7 "NASPO ValuePoint Summary and Detailed Usage Reports" of the NASPO Master Agreement detailing the purchasing of all items under this Participating Addendum. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

Contractor: T-Mobile USA, Inc.

- a. The reports shall be in the form of an Excel spreadsheet transmitted electronically to SOV.ThePathForward@vermont.gov. Contractor will not provide any CPNI protected information including account numbers or invoice numbers, on the report to the State for Additional Purchasers, which for the purposes of this Section shall include counties. Product descriptions, CRU lines, CRU text, and monthly service cost data provided by Contractor on the quarterly report will be aggregated at the Additional Purchaser level.
- b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.

10. Prior Approvals. In accordance with current State law, bulletins, and interpretations, this Participating Addendum shall not be binding until it has been approved by the Vermont Attorney General's Office, the Secretary of Administration, and the State's Chief Information Officer.

11. Amendment. No changes, modifications, or amendments in the terms and conditions of this Participating Addendum shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

12. Termination. In accordance with Section 7 "Cancellation" of the NASPO Master Agreement and Section 8 "Cancellation and Return Policy" of Contractor's Attachment AA Special Terms and Conditions, this Participating Addendum may be terminated by the State, in whole or in part, at any time upon 30 days prior written notice to the Contractor. Upon termination or expiration of this Participating Addendum, each party will assist the other in orderly termination of the Participating Addendum and the transfer of all assets directly related to Products and Services purchased under this Participating Addendum, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any Order executed prior to the effective date of termination or expiration of this Participating Addendum as specifically provided in Administration of Orders, Section 12 "Ordering", paragraph i of the NASPO Master Agreement.

13. Primary Contacts. The Parties will keep and maintain current at all times a primary point of contact for this Participating Addendum. The primary contacts for this this Participating Addendum are as follows:

a. **For the Contractor:**

Name: Shannon Hewitt-Tapp
Title: State Industry Segment Advisor
Phone: 916/568-4495
Email: <mailto:Shannon.Hewitt-Tapp@t-mobile.com>

b. **For the State:**

Name: State of Vermont, Stephen Fazekas
Title: Technology Procurement Administrator
Address: 109 State Street, Montpelier, VT 05633-3001
Phone: 802/828-2210
Fax: 802/828-2222
Email: Stephen.fazekas@vermont.gov

14. Order of Precedence.

Except as specifically provided otherwise herein, this Participating Addendum consists of, and precedence is established by the order of the following documents:

This Participating Addendum; and

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

15. Software Terms and Conditions.

Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement or this Participating Addendum, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

16. Technology Evolution.

a. In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its Services, Products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Agreement to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth 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.

- b. If T-Mobile takes any action set forth in subsection (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.

17. Additional Terms and Conditions.

- a. Notwithstanding any contrary language anywhere, in no event shall the terms of this Participating Addendum or any document furnished by Contractor in connection with performance under this Participating Addendum obligate the State to (1) defend or indemnify Contractor or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of Contractor or any third party. Any such terms shall have no effect in any event.
- b. [INTENTIONALLY OMITTED]
- c. Contractor is required at all times to comply with all applicable federal and state laws and regulations pertaining to information security and privacy.
- d. **Governing Law, Jurisdiction and Venue; Waiver of Jury Trial:** Pursuant to Section 34 "Governing Law and Venue" of the NASPO Master Agreement, this Participating Addendum or any Order under it will be governed by the laws of the State of Vermont. Any action or proceeding brought in connection with this Participating Addendum or any Order under it shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. Contractor irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Participating Addendum. Contractor agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Participating Addendum or Order under it. Contractor agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
- e. **Sovereign Immunity:** Pursuant to Section 33 "No Waiver of Sovereign Immunity" of the NASPO Master Agreement, the State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Participating Addendum.
- f. **False Claims Act:** Contractor acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* Contractor's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Contractor's liability.
- g. **Whistleblower Protections:** Contractor shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, Contractor shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required

- to report misconduct to Contractor or its agents prior to reporting to any governmental entity and/or the public.
- h. **Fair Employment Practices and Americans with Disabilities Act:** Contractor agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by Contractor under this Agreement.
 - i. **Set Off:** The State may set off any sums which Contractor owes the State against any sums due Contractor under this Participating Addendum; provided, however, that: (a) "State" in this section shall refer exclusively to "State Purchasers" as defined in this Participating Addendum with the exclusion of counties; (b) State agrees that State may not set off any sums it claims Contractor owes the State if Contractor has disputed that such sums are owed to the State and which dispute(s) has not been settled by the parties or adjudicated by a court of competent jurisdiction; and (c) any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures set forth in 32 V.S.A. § 3113.
 - j. **Taxes Due to the State:** Contractor certifies under the pains and penalties of perjury that, as of the date this Participating Addendum is signed, Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - k. **Taxation of Purchases:** Applicability of taxation of purchases shall be in accordance with Section 6 "Taxes, Fees and Surcharges" of Contractor's Attachment AA Special Pricing Terms and Conditions. An exemption certificate will be furnished with respect to otherwise taxable items.
 - l. **Certification Regarding Debarment:** Certification regarding debarment is in accordance with Section 31 "Debarment" of the NASPO Master Agreement. Contractor certifies under pains and penalties of perjury that, as of the date that this Participating Addendum is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Contractor further certifies under pains and penalties of perjury that, as of the date that this Participating Addendum is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>
 - m. **Confidentiality:** Contractor acknowledges and agrees that this Participating Addendum and any and information obtained by the State from the Party in connection with this Participating Addendum are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq in accordance with the Section 23 "Public Information" of the NASPO Master Agreement.
 - n. **Marketing:** Neither party shall refer to the other party in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the other party.

- o. **Non-Appropriation:** If an Order made under this Participating Addendum extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support the Order, the Purchasing Entity may, with at least 30 days' written notice before the effective date of cancellation, cancel the Order in whole or in part. If the Order is funded in whole or in part by Federal funds, and those Federal funds become unavailable or reduced, the Purchasing Entity may, with at least 30 days' advance written notice, suspend or cancel the Order in whole or in part. .

If the Purchasing Entity cancels an Order in whole or in part under this Non-Appropriation provision, Purchasing Entity will pay Contractor for any Products and Services provided up to the date of cancellation, whether or not billed by the cancellation date, as well as any applicable early termination fees, if the line of Service is subject to an early termination fee, as provided for in Contractor's Attachment AA Special Terms and Conditions.

- p. **Continuity of Performance:** In the event of a dispute between Contractor and the State, each party will continue to perform its obligations under this Participating Addendum during the resolution of the dispute until this Participating Addendum is terminated in accordance with its terms and the terms and conditions of the NASPO Master Agreement.
- q. **State Facilities:** If the State makes space available to Contractor in any State facility during the term of this Participating Addendum for purposes of Contractor's performance under this Participating Addendum, Contractor shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- r. **SOV Cybersecurity Standard 19-01:** All products and service provided to or for the use of the State under this Participating Addendum shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

STATE OF VERMONT PARTICIPATING ADDENDUM # 41278

Contractor: T-Mobile USA, Inc.

By signing below Contractor agrees to offer the products and services on the Master Agreement at prices equal to or lower than the prices listed on the Master Agreement.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

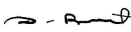
By the State of Vermont:

By T-Mobile USA, Inc.:

Date: _____

Date: 2/16/2021

Signature: E-SIGNED by Jennifer Fitch
on 2021-02-19 02:15:04 GMT

Signature: DocuSigned by:

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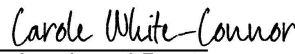
Name: Jennifer Fitch - Commissioner

Name: David Bezzant

Buildings & General Services

Title: _____

Title: Vice President

Approved by: DocuSigned by:

T-Mobile USA, Inc. Legal Dept.