

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA176

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

Participating Entity: **STATE OF RHODE ISLAND**

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

Category 1: Cellular Wireless Services

Category 2: Equipment and Accessories

Category 3: Turnkey Wireless and IoT Solutions offered as a Product

Category 4: Alternative Wireless Transport Options

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

Participating Entity has elected to participate in all categories.

Unless otherwise agreed to by the parties herein, this PA shall be coterminous with the Master Agreement including any renewals or extensions to the Master Agreement.

2. Participation: This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. Participating Entity Modifications or Additions are as follows: This Master Agreement shall be subject to the Rhode Island "State Purchases Act", R. I. Gen. Laws §37-2-1, *et seq.*, the Rhode Island Procurement Regulations and the Rhode Island General Conditions of Purchase.

Jurisdiction and venue for any lawsuits arising here from shall be in the Rhode Island Providence Superior Court and shall be governed by the laws of the State of Rhode Island without reference to its principles of conflicts of laws.

4. Order of Precedence: Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

This PA;

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

Rhode Island "State Purchase Act" General Law §37-2-1, et seq.; and

Rhode Island General Conditions of Purchase: 220-RICR-30-00-13

5. Administrative Fee and Reporting: Master Price Agreements - Contract Administrative Fee - The "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) authorizes the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend (less any charges for taxes or shipping) against contracts awarded to MPA vendors. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account on a quarterly basis no later than sixty (60) days following the end of each calendar quarter, which shall be used for the purposes of implementing technology for the submission and processing of bids, online bidder registration, bid notification, and other costs related to State procurement. The contract administrative fee shall be applicable to all purchase orders issued relative to the within solicitation during the entire term of the MPA contract.

6. Purchase Order Instructions: Any Purchase Order, Order or T-Mobile approved funding document used to order Products and Services shall be in accordance with and subject to the NASPO Master Agreement #MA176. As a pre-condition to ordering T-Mobile Services and Products under the NASPO Master Agreement, T-Mobile will require Participating Entity to provide a Purchase Order, Order or signed funding document.

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

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

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Contractor

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

For Legal Notice to Contractor – send a copy to:

Name:	Legal Department, T-Mobile USA, Inc.
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Email Copy To:	<u>Legal_Government_Contracts@T-Mobile.com</u>

Participating Entity

Name:	State of Rhode Island, Robert DeAngelis Senior Buyer
Address:	One Capitol Hill, Providence, RI 02908
Telephone:	401-574-8110
Email:	Robert.DeAngelis@purchasing.ri.gov

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

10. Pursuant to Amendment No. 2 of Master Agreement No. MA176, upon execution of this PA, the parties agree that this PA will supersede and replace any existing Participating Addendum(s) executed by the Participating Entity under either: 1) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Contractor; or 2) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Sprint Solutions, Inc., ("Existing 1907 Participating Addendums") as of this PA Effective Date, subject to the terms herein. The Existing 1907 Participating Addendums will be terminated in their entirety as of this PA Effective Date.

11. Technology Evolution:

11.1 In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its Services, Products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the PA to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection 11.2 below, to (a) migrate Purchasing Entity to a mutually agreed upon replacement technology unless, within the notice period described in subsection 11.2 below, the Purchasing Entity opts to discontinue its Service, Product, network standard, or technology; or (b) discontinue any Service, Product, network standard, or technology without replacement without either party being in breach of the PA or incurring early termination liability relating to the discontinuance of the affected Service, Product, network standard, or technology.

11.2 If T-Mobile takes any action set forth in subsection 11.1 above, T-Mobile will provide no less than 60 days' advance notice reasonably designed to inform Purchasing Entity (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (a) T-Mobile uses for billing the Purchasing Entity, (b) set forth in Purchasing Entity's Order, or, if (a) or (b) are unavailable, (c) listed in the PA for Participating Entity. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

The parties have executed this Participating Addendum as of the date of final execution below ("PA Effective Date").

Participating Entity: <i>State of Rhode Island, by and through its Division of Purchases</i>	Contractor: T-Mobile USA, Inc.
Signature: <i>Michael D. Mitchell</i>	Signature: DocuSigned by: <i>[Signature]</i> 8F686CC9343743C...
Printed Name: <i>Michael D. Mitchell</i>	Printed Name: David Bezzant
Title: <i>Deputy Purchasing Agent</i>	Title: Vice President
Date: <i>3/29/21</i>	Date: 3/25/2021

Approved As to Legal Form:

Carole White-Connor

T-Mobile USA, Inc. Legal Department
Date: 3/25/2021

NASPO ValuePoint
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

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

*****Attach Exhibit 1 if necessary - Participating Entity Modifications or Additions*****

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

PA@naspovaluepoint.org

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