

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 MISSISSIPPI, DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES**

Master Agreement Terms and Conditions:

1. Scope: This Participating Addendum (“PA”) covers the NASPO ValuePoint **Wireless, Data, Voice and Accessories** Master Agreement No. MA176 led by the State of Utah (the “Master Agreement”), for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, “Participation” below. The scope of this PA includes all Products and Services of the following categories in which Contractor was awarded:

Category 1: Cellular Wireless Services

Category 2: Equipment and Accessories

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

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 Participating Addendum may be used by governmental agencies, educational institutions, and governing authorities of the State of Mississippi (also hereinafter collectively referred to as “state entities”, or individually, when making a purchase, as a “Purchasing Entity”). **[Note: State entities purchasing wireless services, equipment, and accessories from this Participating Addendum must comply with this Participating Addendum and the Instructions for Use Memorandum published on the Mississippi Department of Information Technology Services (“ITS”) website. State entities are responsible for ensuring that this procurement and contract vehicle satisfies any specific laws, regulations, rules, procedures, or any other requirements that apply to them prior to making any purchase pursuant to this Participating Addendum].** ITS and Purchasing Entity are sometimes collectively referred to herein as the “State”. ITS and Contractor, for the purposes of this PA only, are sometimes referred to collectively as the “Parties.”

3. Access to Wireless, Data, Voice and Accessories Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Wireless, Data, Voice and Accessories Master Agreement by state entities are subject to the authority and prior approval of the State Chief Information Officer’s Office. The State Chief Information Officer means the Executive Director of ITS.

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

Contractor:

Name:	David Bezzant, Vice President, T-Mobile For Government
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:	Legal_Government_Contracts@T-Mobile.com

Participating Entity:

Name:	Craig P. Orgeron, CPM, Ph.D.
Address:	3771 Eastwood Drive, Jackson, Mississippi 39211
Telephone:	(601) 432-8000
Email:	issprojects@its.ms.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Addendum.

Participating Entity must check one of the boxes below.

- No changes to the terms and conditions of the Master Agreement are required.
- The following changes are modifying or supplementing the Master Agreement terms and conditions.

1. **Term of the Agreement.** Unless this Participating Addendum is extended by mutual agreement or terminated as prescribed elsewhere herein, this Participating Addendum shall begin on the date it is signed by all Parties (“Effective Date”) and shall continue until August 11, 2029. This term may be extended upon the mutual written agreement of the Parties. In no event, however, shall the term of this Participating Addendum, including any Orders made pursuant to this Participating Addendum, including all renewals or extensions thereof, extend beyond the term of the Master Agreement. The State shall have no obligation for goods delivered or Services provided by the Contract Vendor (hereinafter referred to as the “Contractor”) prior to the Effective Date.
2. **Entire Agreement.** This Agreement is made by and between the Parties hereto shall consist of, and precedence is hereby established by the order of the following documents and their terms and conditions, which are all expressly incorporated herein by reference:
 - a. This Participating Addendum signed by the Parties hereto, as amended;
 - b. Any exhibits or attachments to this Participating Addendum, as amended;
 - c. The NASPO ValuePoint Master Agreement for Wireless, Data, Voice and Accessories Solutions (2016-2029). (NASPO Cooperative Master Agreement Contract Number MA176), as amended;
 - d. Contractor’s Proposal, as accepted by ITS, in response to Solicitation #CJ18012;
 - e. Supplemental agreements/Orders that are made pursuant to this Participating Addendum.

The intent of the above listed documents (hereinafter collectively referred to as the “Agreement”) is to include all items necessary for the identification of all obligations of the Parties under this Agreement. The documents are complementary, and what is required

by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above-mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document (“a. this Participating Addendum”) and the lowest document is listed last (“e. Supplemental agreements/Orders”). However, despite the any provision to the contrary, in the event of a conflict between the documents comprising the Agreement and any federal or state laws, regulations, specially required funding terms and conditions by a Purchasing Entity, including any required business associate agreement, the applicable federal or state laws, regulations, specially required funding terms and conditions by a Purchasing Entity, including any required business associate agreement, shall control over the terms comprising the Agreement only as it relates to the applicable purchase between the particular Purchasing Entity and the Contractor. No Purchase Order, invoice, or other documents associated with any sales, Orders, or supply of any good or Service under this Participating Addendum shall contain any terms or conditions other than as set forth in this Agreement, as listed in this Entire Agreement clause. Any such extraneous terms and conditions not included in this Agreement as incorporated by this Entire Agreement clause (including all documents listed in section 2.a through 2.e above) shall be void, invalid, and unenforceable against the State, including, but not limited to any, terms and conditions provided as a link, embedded link, “click-wrap”, or “browse-wrap”. Any refusal by Contractor to supply any goods or Services under this Agreement conditioned upon the Participating Entity and/or the Participating Entity submitting to any extraneous terms and conditions shall be a material breach of the contract and constitute an act of bad faith by Contractor.

3. **Purchasing Process.** Orders under this Participating Addendum must be made in accordance with ITS’s published Instructions for Use and this Participating Addendum. The Participating Entity does not guarantee that it will purchase any certain amount under this Participating Addendum. When a Purchasing Entity decides to acquire any Products and/or Services from Contractor pursuant to this Participating Addendum, the Purchasing Entity shall either execute a supplemental agreement, containing any additional required terms for the Order, as necessary, to be signed by an authorized representative of the Contractor and an authorized representative of the Purchasing Entity and/or issue a Purchase Order. The supplemental agreement and/or the Purchase Order shall set forth the Products and/or Services to be procured; the prices for same; any warranty period, and the specific details of the transaction. All supplemental agreements and/or Purchase Orders made pursuant to this Participating Addendum shall be governed by, and must incorporate by reference, the terms and conditions of this Participating Addendum. Any additional terms and conditions provided in a supplemental agreement and/or Purchase Order shall only apply as between the Contractor and the applicable Purchasing Entity to the extent additional terms and conditions are permitted in accordance with the Master Agreement and this Participating Addendum.
4. **Included Parties.** Contractor will accept Orders from and furnish the Products and Services under this Participating Addendum to any governmental agency, governing authority, or educational institution of the State of Mississippi that is authorized to use this Participating Addendum, in line with ITS policies and procedures, including, but not limited to, ITS’s published Instructions for Use.
5. **No Guarantee of Amount to be Purchased.** There is no guarantee that a minimum amount of goods or Services will be purchased under the Participating Addendum. Any estimated quantities are for solicitation purposes only and are not to be construed as a guarantee.

6. **Statutory Authority.** By virtue of §25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and Services. The Parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Purchasing Entity's or Contractor's contractual obligations, financial or otherwise, contained within this Participating Addendum. The Parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Purchasing Entity's funding source. Notwithstanding the above, the parties understand and agree that where ITS itself acts as a Purchasing Entity it is responsible for its actions or inactions under this Participating Addendum. Contractor acknowledges that the individual executing the PA on behalf of ITS is doing so only in his/her official capacity, and to the extent that any provision contained in the PA exceeds his/her authority, Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

7. **Authority, Assignment and Subcontracts**

a. In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the Parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for this Participating Addendum. The Participating Entity is required to negotiate only with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors. To reiterate for the purposes of this Participating Addendum, the term "subcontractor" means any organization, whether designated as a subcontractor, fulfillment partner, reseller, etc., that will assist an Offeror to provide an Offering under the Master Agreement and this PA.

Subcontractors previously approved and available for purchase under Master Agreement shall be deemed pre-approved for the purposes of this Agreement as of the Agreement Effective Date. The Contractor shall not be required to obtain further approval from MS ITS for Participating Entity's purchase or use of such subcontractors.

b. Professional services do not require pre-approval from the State, which may be performed using subcontractors or software publisher resources. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Participating Addendum and Agreement. Professional Services include but are not limited to consulting, extended warranty service by manufacturers, or other services as described generally in this Agreement as more particular described in a supplement or purchase order performed by the Contractor or its subcontractor or sold by the Contractor as a distributor or sales agent or its subcontractors.

c. Neither Party may assign or otherwise transfer this Participating Addendum or its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Subject to the restrictions contained herein, this Participating Addendum shall bind and inure to the benefit of the successors and assigns of the parties hereto. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Participating Addendum shall be binding upon the Parties' respective successors and assigns.

d. Contractor must obtain the written approval of Participating Entity, before subcontracting any portion of this Participating Addendum. No such approval by Participating Entity of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Participating Entity and/or Purchasing Entity in addition

to the total fixed price agreed upon for a purchase made pursuant to this Participating Addendum. All subcontracts shall incorporate the terms of this Participating Addendum and shall be subject to the terms and conditions of this Participating Addendum and to any conditions of approval that Participating Entity may deem necessary.

- e. Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Purchasing Entity, and that the subcontractor acknowledges that no privity of contract exists between the Purchasing Entity and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its agreement with the Contractor. The Contractor shall indemnify and hold harmless the State from and against any and all third party claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.
 - f. All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication, or settlement of any dispute between the Contractor and the Participating Entity, where such dispute affects the subcontract.
 - g. Contractor shall, during the entire term of this Participating Addendum, be construed to be an independent contractor. Nothing in this Participating Addendum is intended to, nor shall it be construed to create an employer-employee relationship or a joint venture relationship between the Parties or to allow a Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
8. **Conflicts of Interest:** Contractor' represents and warrants that no official or employee of the State of Mississippi, of ITS, or any other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Participating Addendum. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Participating Addendum, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Participating Addendum. The Contractor also warrants that, in the performance of the Participating Addendum, no person having any such known interests shall . be employed. Further, the Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from the Participating Addendum. No individual employed by the State of Mississippi shall be admitted to any share or part of the Participating Addendum or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Participating Addendum if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing the Participating Addendum, or any supplement or Purchase Order issued under the Participating Addendum, or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event the Participating Addendum is

terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

9. **Artificial Intelligence.** Contractor shall disclose to ITS any artificial intelligence ("AI") Products and/or Services and shall not offer AI Product and/or Services under this PA without authorization of the State.

10. **Delivery, Risk of Loss, Installation and Acceptance.**

- a. Contractor shall provide the Products and/or Services as specified by Purchasing Entity and pursuant to the delivery schedule set forth by Purchasing Entity's Order.
- b. Contractor shall assume and shall bear the entire risk of loss and damage to the Products from any cause whatsoever while in transit and at all times throughout its possession thereof. Risk of loss to the Products will pass to Purchasing Entity upon delivery to and acceptance by the Purchasing Entity.
- c. If installation by the Contractor is required, Contractor shall be responsible for installing all Products and materials in accordance with all state, federal and industry standards for such items. Further, Contractor acknowledges that installation shall be accomplished with minimal interruption of Purchasing Entity's normal day to day operations
- d. If installation by Contractor is required, Contractor shall provide Purchasing Entity with an installation schedule identifying the date, time and location within the scheduling deadlines agreed to by the parties. Contractor warrants that all Products shall be properly delivered, installed and integrated, if necessary, for acceptance testing within the scheduling deadlines set forth by Purchasing Entity as the site is deemed ready for installation.
- e. Contractor shall be responsible for replacing, restoring or bringing to at least original condition any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, and the like caused by its personnel and operations during the installation, subject to final approval of Purchasing Entity. The repairs will be done only by technicians skilled in the various trades involved, using materials and workmanship to match those of the original construction in type and quality.
- f. Unless a different acceptance period is agreed upon by the Purchasing Entity and Contractor and specified in the supplement/Purchase Order, Purchasing Entity shall have a ten (10) working day testing period during which time Purchasing Entity shall have the opportunity to evaluate and test the Products to confirm that it performs without defects. Purchasing Entity may be deemed to have accepted the Product at the end of the ten (10) working day testing period, unless Purchasing Entity notifies Contractor that the Product fails to perform as stated herein.
- g. In the event the Product fails to perform as stated above, Purchasing Entity shall notify Contractor. Unless a different period of time is agreed upon by the Contractor and Purchasing Entity and specified in the Supplement Agreement/Purchase Order, Contractor shall, within four (4) working days, correct the defects identified by Purchasing Entity or replace the defective Product. If Contractor neither corrects the defect nor replaces the defective Product, Purchasing Entity reserves the right to return the Product to Contractor at the Contractor's expense; and to cancel the Purchase Order.

- All correcting billing adjustments issued and posted to invoice by next billing cycle, upon resolution of error.
- b. Time Frame Measurement:
 - Two billing cycles from the time Purchasing Entity formally submits a dispute until the dispute is resolved and billing adjustments are made.
 - The two billing cycles time period established above does not include any delays that are the responsibility of the Purchasing Entity.
 - The Purchasing Entity and Contractor must agree as to the cause of the delay, or resolve any disagreement through the dispute resolution process in the Participating Addendum.

14. **Taxes.** The Contractor is liable for all taxes. §§27-65-1, *et seq.*, and 27-67-1, *et seq.*, of the Mississippi Code exempt ITS and other State institutions from State sales and use taxes. Likewise Participating Entity will not pay excise or personal property taxes and, if the Contractor is liable for these, they should be taken into consideration in formulating pricing. It is the Contractor's responsibility to contact local taxing authorities in the state and county where equipment will be located to determine possible taxing liabilities in connection therewith. Purchasing Entities may be required to provide Contractor copies of any applicable valid tax exemption certificates.

15. **Availability of Funds.** It is expressly understood and agreed that the obligation of Purchasing Entity to proceed under this Participating Addendum, including any purchase made pursuant to this Participating Addendum, is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Participating Addendum. If the funds anticipated for the fulfillment of this Participating Addendum are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Purchasing Entity for the payments or performance due under this Participating Addendum, Purchasing Entity shall have the right to immediately terminate the applicable purchase order, without damage, penalty, cost or expense to Participating Entity of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Purchasing Entity shall have the sole right to determine whether funds are available for the payments or performances due under this Participating Addendum. In the event of termination, Contractor shall be paid for services rendered by Contractor in connection with this Participating Addendum as of the effective date of termination.

16. **Warranties.**

- a. Contractor represents and warrants that Contractor has the right to resell or provide the Products and/or Services provided under this Participating Addendum.
- b. Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Participating Addendum.
- c. Contractor represents and warrants that it has and will obtain and pass through to Purchasing Entity any and all warranties obtained or available from the licensor of software or the manufacturer of the Products and/or Services provided.
- d. If the Products do not function accordingly, Contractor shall, at no cost to Purchasing Entity, repair and/or replace the software or refund the fees paid for the software and for any Services that directly relate to the defective Products.

- e. Contractor agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Purchasing Entity's use of the Products and/or which would restrict Purchasing Entity from accessing its data files or in any way interfere with the transaction of Purchasing Entity's business. For any breach of this warranty, Contractor at its expense shall, within five (5) working days after receipt of notification of the breach, deliver Products to Purchasing Entity that are free of such disabling code, lockup program or device.
 - f. Contractor represents and warrants that its Services hereunder shall be performed by qualified and competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such Services and shall comply in all respects with the requirements of this Participating Addendum. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the Service, perform the Services again, at no cost to Purchasing Entity, or if Contractor is unable to perform the Services as warranted, Contractor shall reimburse Purchasing Entity the fees paid to Contractor for the unsatisfactory Services.
 - g. Contractor grants a license to the Purchasing Entity to use all software provided under this Participating Addendum in the course of the State's business and purposes.
 - h. Contractor shall provide to the Purchasing Entity all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
 - i. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.
 - j. Any references to the State limiting or waiving any common law warranty are deleted. Further, the State does not make any warranty
17. **Governing Law.** This Participating Addendum shall be construed and governed in accordance with the laws of the State of Mississippi, and venue for any dispute shall be in Hinds County, Jackson, Mississippi. Contractor expressly agrees that under no circumstances shall Purchasing Entity or ITS be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Participating Addendum shall affect any statutory rights Purchasing Entity may have that cannot be waived or limited by contract.
18. **Statute of Limitations.** Any references to a statute of limitations running against Participating Entity or any limitation of time for the State to pursue legal action are hereby deleted. See Section 104 of the Mississippi Constitution and §15-1-51 of the Mississippi Code of 1972, as amended.
19. **Sovereign Immunity.** By entering into this Participating Addendum and/or any purchase authorized under this Participating Addendum, with Contractor, the State does in no way waive its sovereign immunities or defenses as provided by law, and any references limiting or waiving the State' sovereign immunities, defenses, and remedies, including common law warranties, are hereby deleted. Further, the State cannot agree to mediation or binding arbitration under Mississippi law. Therefore, any references to mediation or to binding arbitration or to the State waiving its rights to a trial by jury are hereby deleted and shall be null and void.
20. **Mississippi Employment Protection Act.** If applicable, Contractor represents that it will to the extent applicable, ensure its compliance with the Mississippi Employment Protection

Act, Miss. Code Ann. §71-11-1, *et seq.* and any breach of Mississippi Employment Protection Act may subject Contractor to the consequences set forth under Miss. Code Ann §71-11-3.

21. **No Exclusivity.** Any references to granting the Contractor exclusivity are hereby deleted. Participating Entity complies with applicable state laws regarding public purchases.

22. **Right to Trial by Jury.** Any references to mediation or to binding arbitration or to the State waiving its rights to a trial by jury are hereby deleted and shall be null and void.

23. **Compliance with Laws**

a. Contractor shall comply with, and all activities under this Participating Addendum shall be subject to, all Purchasing Entity's policies and procedures communicated to Contractor in writing, and all applicable federal, state and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of the Participating Addendum because of race, creed, color, sex, age, national origin, or disability. Further, if applicable, Contractor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

b. Contractor represents and warrants that, to the extent applicable, it will comply with the state's data breach notification laws codified at §75-24-29 of the Mississippi Code Annotated (Supp. 2012).

c. To the extent applicable to the Contractor's Products or Services provided under this Agreement, Contractor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively), the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act"), and any other privacy laws and regulations directly applicable to the Products or Services sold under this Agreement (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Participating Addendum.

d. Contractor shall not provide or propose to provide any prohibited technology as defined under the National Security on State Devices and Networks Act, Miss. Code Ann. §25-53-193.

24. **Compliance with Enterprise Security Policies.** As applicable, Contractor and Purchasing Entity understand and agree that all Products and/or Services provided by the Contractor under this Participating Addendum must allow Purchasing Entity to be and remain in compliance with the State of Mississippi's Enterprise Policies and Standards, copies of which can be found on the ITS website. Any required contract terms and conditions of these policies are expressly incorporated herein by reference. The State reserves the right to update existing policies and/or introduce a new policy during the term of this Participating Addendum. The Parties agree to work in good faith to resolve any compliance gaps identified with any new or revised policies applicable after the execution of this Participating Addendum. If, at any time during the term of the Participating Addendum, the Products and/or Services provided under this Participating Addendum do not allow the Purchasing Entity to be and remain in compliance with the State of Mississippi's Enterprise Policies and Standards (new, revised, and/or existing), the State shall have the right to terminate the Participating Addendum for convenience without

assessment of any penalties or fees, and Contractor shall be paid for all Products and/or Services rendered prior to the date of termination, and Contractor shall refund any and all applicable unexpended prorated fees previously paid by Purchasing Entity. In the event a change to the State's policies or other Applicable Law implemented after the Effective Date of the Agreement has a material adverse effect on Contractor's ability to perform its obligations under this Participating Addendum, Contractor may terminate this Participating Addendum, in whole or in part, for convenience by providing the State with 30 days' prior written notice.

25. Audit Requirements. Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Purchasing Entity, ITS, any state or federal agency authorized to audit Purchasing Entity, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Licensor for three (3) business years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution. . .

26. Confidential Information

a. Strict standards of confidentiality of records and information shall be maintained by Contractor in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "non-public data" or "Confidential Information". Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. Contractor shall treat all Purchasing Entity data and information to which it has access by its performance under this Participating Addendum as confidential and shall not disclose such data or information to a third party without specific written consent of Purchasing Entity. In the event that Contractor receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Purchasing Entity and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules, and regulations. This Article shall survive the termination or completion of this Participating Addendum, shall continue in full force and effect, and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest in this Participating Addendum on behalf of or under the rights of the Contractor following any termination or completion of this Participating Addendum. Notwithstanding the foregoing, Contractor is not obligated to provide notice of required disclosures that pertain to end-user customer information that are disclosed in response to lawful U.S. process or as may be required by state and federal law.

- b. The Contractor understands and agrees that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the Services provided; the price to be paid; and the term of this Participating Addendum, and any supplemental agreement or Purchase Order, shall not be deemed confidential information.

27. Federal Terms and Conditions. Contractor understands and agrees that any supplemental agreement and/or Purchase Order made through this Participating Addendum may be paid in whole or in part federal funds. Therefore, Contractor, including any subcontractor at any tier, must comply with all rules and regulations governing federal awards, including, but not limited to, 2 C.F.R. Part 200, the below terms and conditions (as applicable), and any other additional funding terms and conditions provided by a Purchasing Entity in a supplemental agreement and/or Purchase Order.

- a. **Equal Employment Opportunity.** As applicable, Contractor agrees to abide by the terms provided under 41 C.F.R. Part 60, including, 41 CFR Part §§ 60-1.3 & 1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, §§ 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- b. **Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148).** As applicable, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.
- c. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, Contractor must include comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. **Rights to Inventions Made Under a Contract or Agreement.** As applicable, Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- e. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- f. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to Parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor certifies that it is not currently federally debarred, and further that it will not subcontract any portion of the Services under this Participating Addendum or Purchase Order/supplement, to any party that is debarred in accordance with this provision.
- g. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- h. **Procurement of Recovered Materials.** Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- i. **Prohibition on Certain Telecommunications And Video Surveillance Services or Equipment.** Contractor agrees it will comply with 2 C.F.R. 200.216 and will not obtain, provide or use covered telecommunications equipment or services in the performance of this Participating Addendum or any supplemental agreement and/or Purchase Order. Covered telecommunications equipment or services has the meaning provided in Public Law 115-232, Section 889.
- j. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, Products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured Products). The requirements of this section must be included in all subawards including all contracts and Purchase

Orders for work or Products under this award.

- i. For purposes of this section:
 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
 3. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 C.F.R. Part 184.
- k. **Contracting With Small And Minority Businesses, Women's Business Enterprises, And Labor Surplus Area Firms.**
 - ii. Contractor and Purchasing Entity (as applicable) must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - iii. Affirmative steps must include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the Services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (ii)(1) through (5) of this section.
- l. **Compliance with National Defense Authorization Act.** The Contractor must provide equipment in compliance with the National Defense Authorization Act, Section 889.
- m. **Federal Tax Information.** As applicable to Contractor's Products and Services, Contractor must comply with the Internal Revenue Services (IRS) Publication 1075 in the safeguarding and handling of Federal Tax Information (FTI), including but not limited to complying with and assuming responsibility for compliance by officers or employees with the following requirements:

1. All work will be performed under the supervision of the Contractor.
2. The Contractor and Contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The Contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the Purchasing Entity and, upon request, to the IRS.
3. FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this Participating Addendum and any supplemental agreement and/or Purchase Order. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance Participating Addendum and any supplemental agreement and/or Purchase Order. Inspection or disclosure of FTI to anyone other than the Contractor or the Contractor's officers or employees authorized is prohibited.
4. FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and Products require the same level of protection as required for the source material.
5. The Contractor will certify that FTI processed during the performance of this Participating Addendum and any supplemental agreement and/or Purchase Order will be completely purged from all physical and electronic data storage with no output to be retained by the Contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the Contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
6. Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the Purchasing Entity. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the Purchasing Entity with a statement containing the date of destruction, description of material destroyed, and the destruction method.
7. All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
8. No work involving FTI furnished pursuant to this Participating Addendum (including any Purchase Order or supplemental agreement) will be subcontracted without the prior written approval of the IRS.
9. Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
10. To the extent the terms, provisions, duties, requirements, and obligations of this Participating Addendum and any supplemental agreement and/or

Purchase Order apply to performing Services with FTI, the Contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the Purchasing Entity under this Participating Addendum and any supplemental agreement and/or Purchase Order assumes toward the Contractor, and the subcontractor shall assume toward the Contractor all the same obligations, duties and responsibilities which the Contractor assumes toward the Purchasing Entity under this Participating Addendum and any supplemental agreement and/or Purchase Order.

11. In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this Participating Addendum and any supplemental agreement and/or Purchase Order apply to the subcontractor, and the subcontractor is bound and obligated to the Contractor hereunder by the same terms and conditions by which the Contractor is bound and obligated to the Purchasing Entity under this contract.
12. For purposes of this contract, the term "Contractor" includes any officer or employee of the Contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.
13. The Purchasing Entity will have the right to void the Participating Addendum and any supplemental agreement and/or Purchase Order if the Contractor fails to meet the terms of FTI safeguards described herein.
14. Each officer or employee of a Contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.
15. Each officer or employee of a Contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
16. Each officer or employee of a Contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

17. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Purchasing Entity records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or Purchasing Entity not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
 18. Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the Purchasing Entity's security policy and procedures for safeguarding FTI. A Contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the Purchasing Entity's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the Purchasing Entity's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the Purchasing Entity's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the Contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
 19. The IRS and the Purchasing Entity, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Participating Addendum and any supplemental agreement and/or Purchase Order for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with FTI safeguard requirements.
- n. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its principals, its subcontractors and their principals:
- i. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - ii. have not within a three (3) year period preceding this Participating Addendum been convicted of, or had a civil judgment rendered against them from

commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- iii. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section ii. of this certification; and
- iv. have not within a three (3) year period preceding this Participating Addendum had one or more public transactions (federal, state, or local) terminated for cause or default.
- v. The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections i-iv.

28. Reserved.

29. Ownership of Documents and Work Products. All data, electronic or otherwise, collected by Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Contractor in connection with this Participating Addendum, whether completed or in progress, shall be the property of Purchasing Entity upon completion of this Participating Addendum or upon termination of this Participating Addendum. Purchasing Entity hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Participating Addendum. Contractor is prohibited from use of the above-described information and/or materials without the express written approval of Purchasing Entity, except as otherwise permitted by this Agreement.

30. Third Party Action Notification: Contractor shall, unless otherwise restricted by applicable law, court order, or obligation of confidentiality, notify ITS in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or State by any entity that may result in litigation related in any way to this Participating Addendum and/or which may affect the Contractor's performance under this Participating Addendum. Failure of the Contractor to provide such written notice to ITS shall be considered a material breach of this Participating Addendum and the Purchasing Entity may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

31. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Mississippi as well as its officers, agents, and employees from and against any and all third-party losses and damages which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Participating Addendum. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Participating Addendum. In the event of any suit or claim, the Parties shall give each other prompt notice and provide all necessary assistance to respond. The failure of the State to give notice shall

only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter.

32. **Intellectual Property Indemnity.** The Contractor agrees to indemnify and hold harmless the State of Mississippi as well as its officers, agents, and employees from and against any and all third-party claims or suits which may be brought relating to any action or proceeding against the State alleging that Customer use Contractor's Products and/or Services concerning or arising out of any claim of an alleged patent, trademark, or copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Mississippi in any legal matter.
33. **Indemnification and Holding Harmless by the State.** Any references to Participating Entity indemnifying or holding harmless the Contractor are deleted and shall be null and void. Participating Entity does not agree to defend or indemnify any contractor.
34. **Litigation Control.** Any provision giving Contractor exclusive control over litigation is deleted. Participating Entity does not agree that Contractor may represent, prosecute or defend legal actions in its name.
35. **Attorney's Fees and Costs.** Any reference to attorney's fees or court costs to be paid by Participating Entity is deleted and shall be null and void.
36. **Disputes.** Purchasing Entity and Contractor agree to provide ITS notification and reasonable detail of any dispute between the Contractor and Purchasing Entity arising under this Participating Addendum and Agreement.
37. **Notice.** Any notice required or permitted to be given for this Participating Addendum shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when received or when refused. The Contractor and ITS agree to promptly notify each other in writing of any change of address.
38. **Prohibited Advertising or Marketing.** The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or Services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Participating Addendum.
39. **Soliciting/Hiring Contractor Employees.** Any provisions prohibiting the solicitation or hiring of Contractor employees by Participating Entity and assessing Participating Entity with any costs/damages shall be and hereby are deleted.
40. **Progress Reports.** The Contractor shall submit brief, periodic, progress reports to the State as requested.
41. **Mandatory Reports.** Contractor agrees to provide detailed quarterly utilization reports

reflecting net sales to the ITS during the term of the Participating Addendum. The reports will show the quantities and dollar volume of purchases by Purchasing Entity(s). Contractors shall submit to ITS the following quarterly reports:

- a. Reports shall contain at a minimum the following information:
 - i. State Department/State Agency Name
 - ii. Customer type (State Agency, Local Government, Education K-12, Public University, etc.)
 - iii. Date Service Begins
 - iv. Product/Service Description
 - v. State Utilization
 - vi. Unit of Measure
 - vii. MSRP List Price
 - viii. Discount Applied
 - ix. NASPO ValuePoint Price Contracted to Department/Agency
 - x. Quantity
 - xi. Total Price
- b. Report modifications: Contractor shall agree that ITS reserves the right to modify the format and information in the quarterly reports by providing the Contractors thirty (30) calendar days written notice.
- c. Reports should be submitted electronically to cellular@its.ms.gov.

42. Reserved

43. Strict Performance. Failure by any Party to this Participating Addendum to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Participating Addendum shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Participating Addendum shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

44. Termination.

- a. **Termination Upon Mutual Agreement.** A supplement and/or Purchase Order may be terminated in whole or in part upon the mutual written agreement of Contractor and the Purchasing Entity.
- b. **Termination Due To Bankruptcy.** Should Contractor become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or execute an assignment for the benefit of its creditors, the Purchasing Entity may, upon the giving of thirty (30) days prior written notice, terminate a supplement and/or purchase order without the assessment of any penalties.
- c. **Termination Other Than For Cause.** A Purchasing Entity may terminate a supplement and/or Purchase Order, in whole or in part and without the assessment of any penalties, for any reason by giving thirty (30) calendar days written notice specifying the effective date thereof to Contractor. Any payment due Contractor for Services rendered by Contractor prior to termination and received by Purchasing Entity shall be paid.
- d. **Termination For Cause.** Either Purchasing Entity or Contractor may terminate a supplement and/or Purchase Order without the assessment of any penalties upon a material breach by the other party upon thirty (30) calendar days prior written notice

unless the defaulting party cures such breach within such thirty (30) calendar-day period. The non-defaulting party may also pursue any remedy available to it in law or in equity.

- e. **Termination of Participating Addendum.** ITS may terminate this Participating Addendum for any reason without the assessment of any penalties after giving thirty (30) calendar days written notice specifying the effective date thereof to Contractor, but any supplement and/or Purchase Order entered into prior to the termination date of this Participating Addendum shall survive the termination of the Participating Addendum for the remaining unexpired term. The terms of this Participating Addendum shall survive its termination/expiration with respect to any un-expired supplements and/or Purchase Orders.
 - f. **Refund of Unexpended Fees.** Upon termination in accordance with this Article 44, Contractor shall refund any and all applicable unexpended prorated service plan fees previously paid by the Purchasing Entity. The provisions of this Article 44 do not limit a party's right to pursue any other remedy available at law or in equity.
 - g. Any termination of any supplement and/or Purchase Order under this Participating Addendum shall not be construed as termination of this Participating Addendum.
 - h. The termination provisions provided herein are in addition to any other articles addressing termination in this Participating Addendum (e.g. Article re: Availability of Funds, etc.).
45. **Termination Fees.** Any requirement that Participating Entity pay any sort of early termination fee is deleted. Participating Entity does not pay termination fees.
- **Liquidated Damages.** It is agreed by the Parties hereto that time is of the essence, and that in the event of a delay of any Service rendered to the Purchasing Entity, including but not limited to timely and accurate billing, damage shall be sustained by the Purchasing Entity. In the event of a delay caused by the Contractor, the Contractor shall issue a credit to the Purchasing Entity within two (2) billing cycles from the date of receipt of notice of such delay, fixed, and liquidated damages as specified herein: All Services: Failure to have the billing detail posted to the Purchasing Entity's account as reflected in Contractor's online portal within 10 business days of the end of the billing cycle shall result in liquidated damages of \$400 per day.
 - The Purchasing Entity may offset undisputed amounts due it as liquidated damages against any monies due Contractor under this Participating Addendum. The Purchasing Entity will notify the Contractor in writing of any claim for liquidated damages pursuant hereto on or before the date the Purchasing Entity deducts such sums from money payable to Contractor. Any liquidated damages assessed are in addition to and not in limitation of any other rights or remedies of the Purchasing Entity.

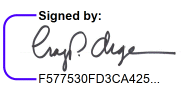
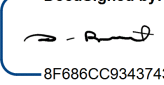
46. **Modification, Amendment, or Renegotiation.**

This Participating Addendum may be modified only by mutual written agreement signed by Contractor and ITS, and any attempt at oral modification shall be void and of no effect. The Contractor and ITS agree to renegotiate the Participating Addendum if federal and/or state revisions of any applicable laws or regulations make changes in this Participating Addendum necessary. Any supplemental agreement or Purchase Order made under this Participating Addendum between Purchasing Entity and Contractor may be modified only by written amendment signed by the Contractor and the applicable Purchasing Entity, and any attempt at oral modification shall be void and of no effect. The Contractor and the applicable Purchasing Entity agree to renegotiate the pertinent supplemental agreement, if applicable, if federal and/or state revisions of any applicable laws or regulations make

changes to the pertinent supplemental agreement necessary.

47. **Transparency.** In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Participating Addendum and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.ms.gov>.
 48. **Headings.** The captions or headings in this Participating Addendum are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Participating Addendum.
 49. **Survival.** All articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Participating Addendum.
 50. **Severability.** If any terms and conditions of this Participating Addendum are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Participating Addendum shall not be affected and shall remain in full force and effect. The terms and conditions of this Participating Addendum are severable.
6. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of Mississippi as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Participating Addendum.
 7. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement and this Participating Addendum.
 8. **Technology Evolution.**
 - a. In the normal course of technology evolution and enhancement, Contractor continually updates its Services, Products, and Network. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Contractor will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in this PA to the contrary, Contractor reserves the right after providing the notice set forth in the subsection 8.b below, to: (a) migrate the Purchasing Entity to a replacement technology; or (b) discontinue any Services, Products, third-party solutions, the Network, or any related technology without either Party being in breach of this PA or incurring early termination liability relating to the discontinuance of the affected Services, Products, third-party solutions, the Network, or any related technology.
 - b. If Contractor takes any action set forth in subsection 8.a above, Contractor will provide advance notice reasonably designed to inform the Purchasing Entity (if affected) of such pending action. The form of Contractor's notice may include providing written notice to any email or physical address listed in the Notices section of the PA.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date of execution by both Parties below.

Participating Entity: State of Mississippi, Department of Information Technology Services	Contractor: T-Mobile USA, Inc.
Signature:  <small>Signed by: FS77530FD3CA425...</small>	Signature:  <small>DocuSigned by: 8F686CC9343743C...</small>
Name: Craig P. Orgeron, CPM, Ph.D	Name: David Bezzant
Title: Executive Director	Title: Vice President
Date: December 18, 2025	Date: December 17, 2025

Reviewed and approved by:


DocuSigned by:
DE98380E9FA74F8...

December 18, 2025

T-Mobile USA, Inc. Legal Department

Please email fully executed PDF copy of this document to PA@naspo.valuepoint.org to support documentation of participation and posting in appropriate data bases.