

**WESTERN STATES CONTRACTING ALLIANCE
 PARTICIPATING ADDENDUM
 FOR WIRELESS VOICE SERVICE, WIRELESS BROADBAND SERVICE,
 ACCESSORIES AND EQUIPMENT (WSCA)
 Administered by the State of Nevada (hereinafter "Lead State")
 MASTER SERVICE AGREEMENT
 (Hereinafter "Contractor")
 State of Nevada Contract Number:1907
 and
 State of Colorado
 (Hereinafter "Participating State")**

This Participating Addendum ("Addendum") is made between the **State of Colorado**, acting by and through the State Purchasing Office, Colorado Department of Personnel and Administration (the "Participating State") and Sprint Solutions, Inc. ("Contractor"). This Participating Addendum (or "Addendum") adds the **State of Colorado** as a participating state to the Statewide Master Service Agreement for WIRELESS VOICE SERVICE, WIRELESS BROADBAND SERVICE, ACCESSORIES AND EQUIPMENT administered by the lead State of Nevada on behalf of the Western States Contracting Alliance ("WSCA") effective April 12, 2012, Contract Number #1907 (the "Master Price Agreement").

1. Scope: This Addendum covers the use of the Master Price Agreement by, Buyers as defined in Exhibit A attached hereto, and other entities located in the Participating State authorized by that State's statutes to utilize the Participating State's contracts. The award to Contractor in the Master Price Agreement, is for **all categories and for all states** (entities) authorized to use the Master Price Agreement. This Addendum is a separate agreement between the Participating State and the Contractor entered into under the terms and conditions of the Master Price Agreement except as modified herein.
2. Participation: Subject to the acknowledgement of the respective State Chief Procurement Official, as confirmed to Contractor by WSCA, unless specifically prohibited by State statute, government agencies, political subdivisions, and Registered Non-Profits Organizations are authorized to place orders under this Addendum pursuant to the Master Price Agreement. Issues of interpretation and eligibility for participating are solely within the authority of the State Chief Procurement Official.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision, and Registered Non-Profit, Organizations, acting as Buyers that purchases products/services will be treated as if they were Buyers. Except to the extent modified by this Addendum, each Buyer will be responsible for their own charges, fees, and liabilities. Each Buyer will have the same rights to any indemnity or to recover any costs allowed in an order for their purchases. The Contractor will apply the charges to each Buyer individually.

3. Participating State Modifications or Additions to Master Price Agreement: These modifications or additions apply only to actions and relationships within the executing Participating State and are addressed in **Exhibit A** incorporated herein and attached hereto.
4. Lease Agreements: **Lease Agreements Are NOT Authorized By this Addendum.**
5. Primary Contacts: The primary contact individuals for this Addendum are as follows (or their named successors):

Lead State Contract Administrator:
 Name: Teri Smith
 Title: Purchasing Officer
 Address: 515 E. Musser St., Suite 300
 Carson City, NV 89701
 Telephone: 775-684-0178

**WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
FOR WIRELESS VOICE SERVICE, WIRELESS BROADBAND SERVICE,
ACCESSORIES AND EQUIPMENT (WCSA)
(WCSA)
Administered by the State of Nevada (hereinafter "Lead State")**

CMS # _____

Fax Number: 775-684-0188
E-Mail: tsmith@admin.nv.gov

Contractor

Name: Grant Holland
Title: Public Sector Account Manager
Address: 4643 S Ulster Street
City, State, Zip: Denver, CO 80237
Phone: 303-949-7967

Contractor (Secondary Contact)

Name: Michaela Clairmonte
Title: Manager, Contracts Negotiations & Management
Address: Sprint Solutions, Inc.
12502 Sunrise Valley Drive
City, State, Zip: Reston, VA 20196
Phone: 703-433-8581
Fax: 703-433-8798

Participating State

Contact: Cyndie Miller, State Purchasing Agent
State Entity: State Purchasing Office
Address: 633 17th Street, Suite 1520
City, State, Zip: Denver, CO 80202
Phone: (303) 866-6104
Fax: (303) 866-7445
Email: Cyndie.Miller@state.co.us

6. Purchase Order Instructions: All orders should contain the following mandatory language (1) indicating that "all Purchase Orders or other Contractor approved funding documents will be in accordance with and subject to WCSA Master Price Agreement #1907" (2) Your name, Address, Contact Number, email address and Contractor's account number(s) AND (3) Purchase order amount.
7. Price Agreement Number: When ordering with purchase orders issued by ordering entities within the jurisdiction of this Addendum shall include the WCSA Master Price Agreement #1907 and/or the State Pricing Agreement Number 72551YYY06M/WCSA.

This Addendum and the Master Price Agreement, together with their respective exhibits and attachments, set forth the entire agreement between the parties with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with their respective exhibits and attachments, shall not be added to or incorporated into this Addendum or the Master Price Agreement or their respective exhibits and attachments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and their respective exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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FOR WIRELESS VOICE SERVICE, WIRELESS BROADBAND SERVICE,
ACCESSORIES AND EQUIPMENT (WSCA)
(WSCA)
Administered by the State of Nevada (hereinafter "Lead State")**

CMS # _____

8. Compliance With Reporting Requirements of the "American Recovery and Reinvestment Act of 2009 ("ARRA"): If or when Contractor is notified in writing by a Buyer that a specific purchase or purchases are being made with ARRA funds, Contractor shall comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds. An Ordering Entity is responsible for informing Contractor in writing as soon as the Ordering Entity is aware that ARRA funds are being used for a purchase or purchases. Contractor shall provide the required report, if any, to the Ordering Entity with the invoice presented to the Ordering Entity for payment. Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a provider of goods and related services.

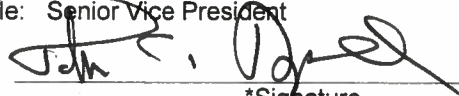
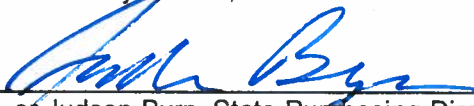
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(WSCA)
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CMS # _____

THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the Participating State is relying on their representations to that effect.**

<p align="center">CONTRACTOR Sprint Solutions, Inc.</p> <p>By: John C. Dupree Title: Senior Vice President</p> <p> *Signature</p> <p>Date: <u>10/25/12</u></p>	<p align="center">STATE OF COLORADO A. John W. Hickenlooper, GOVERNOR Department of Personnel and Administration Division of Finance and Procurement State Purchasing Office Kathy Nesbitt, Executive Director</p> <p>By:  of Judson Byrn, State Purchasing Director</p> <p>Date: <u>10/26/12</u></p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By:  Date: 10-31-2012

Print Name: NALAN SUBA, CONTRACTOR DELEGATE
-or- Delegated Signatory

OFFICE OF INFORMATION TECHNOLOGY

By: _____
Signature - Authorized OIT Representative

Date: _____

Sprint — Approved
as to Legal Form

KAC - 24 Oct 2012

STATE OF COLORADO
Exhibit A
with
Sprint Solutions, Inc.

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1. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Addendum shall not be effective or enforceable until it is approved and signed by both Contractor and the Colorado State Controller or designee (the "Effective Date"). The Participating State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

2. DEFINITIONS

A. Defined Terms

Unless defined in this Addendum, all terms shall have their meaning given in the Master Price Agreement.

The following terms as used herein shall be construed and interpreted as follows:

i. **"Contract"** shall mean the integrated agreement consisting of this Addendum, the Master Price Agreement, their respective attachments, and any Orders issued in connection there with.

ii. **"Contractor"** means the vendor entity that, along with WSCA, is a party to to the Contract that performs services and/or provides goods for WSCA under the Contract.

iii. **"Equipment"** means wireless voice service, wireless broadband service, accessories and equipment and shall refer to any category of Equipment not specifically excluded under §3 of the RFP.

iv. **"Order"** means any purchase order, contract, or other authorized agreement used to order the Equipment priced in the Master Price Agreement. An Order amended consistent with the requirements of any Ordering Entity and accepted by Contractor shall be governed by the terms and conditions of the original Order, except as amended and subject to terms and conditions relating to Orders under the Master Price Agreement, as amended by this Addendum.

v. **"Ordering Entity"** means a State Agency, a Political Subdivision, or a Registered Non-Profit Organization within the Participating State that places an Order.

vi. **"Participating State"** means the State of Colorado.

vii. **"Parties"** means the Participating State and Contractor.

viii. **"Political Subdivision"** means any Colorado governmental entity such as cities, towns, counties, libraries, etc. Political Subdivisions of the State of Colorado may either (i) execute a separate

addendum with Contractor, but to the extent any terms of such addendum incorporate additional terms, Contractor shall not be obligated to execute or accept such addendum or (ii) issue an Order in accordance with the terms of this Addendum.

ix. **“Registered Non-Profit Organization”** means a non-profit organization that has contacted the State Purchasing Office, met the non-profit organization eligibility of section 501(c)(3) under the Internal Revenue Code of 1986, as amended, and obtained a Colorado registered assigned number.

x. **“Request for Proposal”** means Request for Proposal (“RFP”) #1907 of the State of Nevada

xi. **“State Agency”** means any department, agency, or institution of higher education of the State of Colorado, not including Political Subdivisions.

xii. **“State Purchasing Agent”** means the Participating State’s purchasing agent identified in Section 5 of this Addendum, or such other purchasing agent as the Participating State’s Chief Procurement Office may designate, from time to time, by written notice to Contractor and the Lead State.

xiii. **“State Purchasing Office”** means the State Purchasing Office, Colorado Department of Personnel and Administration.

xiv. **“Uniform Commercial Code”** means the Uniform Commercial Code as enacted in the State of Colorado, CRS §4-1-101 et seq.

B. Other Definitions

Capitalized terms used and not otherwise defined in this **Exhibit A** shall have the meanings ascribed to them in the Addendum or the Master Price Agreement.

3. TERM AND ORDERS

A. Term

The Parties’ respective performances under this Addendum shall commence on the Effective Date and shall terminate on October 31, 2016, or the termination of the Master Price Agreement, unless terminated sooner. The term of the Master Price Agreement terminates on October 31, 2016. The Master Price Agreement may be extended by mutual agreement of the Lead State, WSCA and Contractor. The Participating State may request, subject to an amendment to this Addendum with mutual written approval by the Contractor, continued performance for a period of two additional 12 month periods concurrently with the extension of the term of the Master Price Agreement at the same rates and same terms specified in the Contract, as amended. The total duration of this Addendum, including the exercise of any options under this clause, shall not exceed five (5) years.

The Participating State’s decision to renew the term of the Addendum is contingent upon renewal of the Master Price Agreement, and is a Participating State prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the Participating State and shall be subject to the mutual agreement of the Contractor.

B. Orders

Orders may be placed consistent with the terms of this Addendum during the term specified in **§3(A)**. All Orders for Equipment issued pursuant to this Addendum, at a minimum, shall include the minimum required information as defined below in items i through viii (collectively, the **“Minimum Required Information”**):

- i. Order date, when the Order was placed by the Ordering Entity;
- ii. A brief description of the Equipment being purchased, including item number and quantity;
- iii. The place and time of delivery;
- iv. The billing address;
- v. The complete name of the Ordering Entity, the name, phone number, and address of the

Ordering Entity's representative (example for Agency designation: "Colo. Dept. of Transportation," "CDOT" is not acceptable);

vi. The price by item and the total amount of the Order for Equipment being purchased;

vii. The WSCA Master Price Agreement Number: 1907;

viii. The Participating State's Statewide Price Agreement Number: 72551YYY06M/WSCA

Unless otherwise agreed in writing, any Equipment ordered pursuant to this Addendum shall be delivered F.O.B. destination to the location specified in the Order. The Ordering Entity shall not be deemed to have accepted any Equipment until such Equipment has been inspected in accordance with the specifications and is accepted by the Ordering Entity. Title to Equipment shall pass to the Ordering Entity upon acceptance of delivered items.

Orders under this Addendum may be placed at any time prior to the termination hereof. All Orders must be placed prior to the expiration date of the Master Price Agreement, but may have a delivery date or performance period up to 30 days past the then-current expiration date of this Addendum. Financial obligations of State Agencies and Political Subdivisions payable after the current applicable fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

Notwithstanding notice of the expiration or termination of this Addendum or the Master Price Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding through the effective date of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Addendum, or otherwise inconsistent with its terms. Orders for any indefinite quantity, task order, or other form of indefinite delivery order arrangement priced under the Master Price Agreement shall not be placed after the expiration or termination of this Addendum, notwithstanding the term of any such indefinite delivery order agreement.

The Statewide Price Agreement Number 72551YYY06M/WSCA will be "mandatory" and State Agencies subject to the Participating State's Procurement Code shall be required to satisfy requirements through the Statewide Price Agreement. Exceptions may be granted by the Director of the State Purchasing Office on application by the State Agency involved. This "mandatory" Statewide Price Agreement is not an exclusive price agreement to a specific vendor and the State of Colorado reserves the right to create multiple "mandatory" price agreements. While Political Subdivisions and Registered Non-Profit Organizations may order from this Addendum whether the agreement is designated as "mandatory" or "permissive" for such Political Subdivision or Registered Non-Profit Organization shall be at the discretion of each Political Subdivision or Registered Non-Profit Organization.

C. State Individual Liabie Discount Program

Ordering Entity(ies) will be eligible to participate with Contractor to obtain eligible employees' participation in the IL Discount available for IL Accounts.

4. MODIFICATIONS TO MASTER PRICE AGREEMENT

The Master Price Agreement shall be modified as follows:

A. Public Records

Section 33 of the Master Price Agreement is deleted in its entirety and the following is inserted in lieu thereof:

To the extent not prohibited by federal law, this Addendum and the performance measures and standards under CR S §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

B. Payment

The section entitled "12 Payment" in the Master Price Agreement is deleted in its entirety and the following is inserted in lieu thereof:

"i. Payments shall be submitted to Contractor at the address shown on the invoice, as long as Contractor has exercised due diligence in notifying the Participating State and the Ordering Entity of any changes to that address. Each Ordering Entity shall use commercially reasonable efforts to fully pay each invoice within 30 days of receipt thereof if the amount invoiced represents performance by Contractor previously accepted by Ordering Entity. Uncontested amounts not paid by the Ordering Entity within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the Ordering Entity separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

ii. All Ordering Entities issuing valid Orders will be bound by the terms and conditions of the Contract, including, without limitation, the obligation to pay Contractor for Equipment.

iii. Payments from State Agencies will be remitted by mail or via the Participating State's "Purchasing Card." Payments from other Ordering Entities will be remitted by mail or as otherwise agreed by Contractor and such Ordering Entity.

iv. Any applicable cash discount period or delinquency period will start from the date of receipt of an uncontested invoice, or from the date of uncontested Equipment at the specified destination by an authorized representative of the Ordering Entity, whichever is later.

C. The Section entitled "32 PATENTS, COPYRIGHTS, ETC." in the Master Price Agreement- All references to "CUSTOMER" are deemed to be "BUYER".

D. The section entitled "30 ASSIGNMENT /DELEGATION" in the Master Price Agreement- All references to Contract shall be noted and replaced with "Addendum".

E. The section entitled "31 OWNERSHIP OF PROPRIETARY INFORMATION" in the Master Price Agreement shall be modified so that all references to "WSCA" are deemed to be "Participating State" or "Ordering Entity," as applicable. All references to "Contract" are deemed to be "Addendum" or "Order," as applicable.

5. REPORTING

A. Volume Reports

The Participating State intends to use the new centralized method of volume reporting directly to the Lead State and WSCA, as noted in the Master Price Agreement. Contractor shall furnish sales reports each calendar quarter. The reports must include:

i. The total estimated dollars saved by State Agencies on the Master Price Agreement for that period;

- ii. The total estimated dollars saved by State institutions of higher education (State universities and State colleges) on the Master Price Agreement for that period,
- iii. The total estimated dollars saved by Political Subdivisions and Registered Non-Profit Organizations on the Master Price Agreement, and
- iv. The total estimated dollars saved by Registered Non-Profit Organizations on the Master Price Agreement.

The foregoing requirements shall be in addition to using the required WSCA reporting template. Contractor shall be required to provide Colorado specific reporting in the form set forth on the website of the Participating State Purchasing Office:

<https://www.gssa.state.co.us/PriceAwd.nsf/Forms+Info+Pages?OpenView>.

The parties agree that Contractor will not be required to provide the Total Paid by Procurement Card and the Total Green Sales information on the Colorado specific reporting template form.

Contractor also shall be required to provide a comprehensive sales history on July 15 of each year during the term of this Addendum or within 45 days of request from the State Purchasing Office. The comprehensive sales reports shall set forth the date of sale, the name of the customer, the invoice number, description, unit price and extended dollar amount. Failure to provide these reports shall constitute cause for cancellation of this Addendum pursuant to Section 21 of the Master Price Agreement and may disqualify Contractor from the award of future price agreements by the Participating State.

6. REMEDIES

In addition to other remedies provided for in the Master Price Agreement, this Addendum or any Order, and without limiting its remedies otherwise available at law, the Ordering Entity may exercise the following remedial actions if Contractor substantially fails to satisfy or perform the duties and obligations in the Contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect, improper performance, activities, or inaction by contractor. These remedial actions are as follows:

- A. Suspend Performance.** Suspend Contractor's performance pending necessary corrective action as specified in writing by the Ordering Entity without Contractor's entitlement to adjustment in price/cost or schedule; and/or
- B. Withhold Payment.** If the Ordering Entity disputes a charge in good faith, it may withhold payment of that charge so long as the Ordering Entity: (A) makes timely payment of all undisputed charges; and (B) within 30 days of the due date, provides Contractor with a written explanation of the reasons for Ordering Entity's dispute of the charge. Ordering Entity must cooperate with Contractor to promptly resolve any disputed charge. If Contractor determines, in good faith, that the disputed charge is valid, Contractor will notify the Ordering Entity and Ordering Entity must pay the charge promptly. If the dispute relates to billing errors, Contractor may credit or debit, as applicable, the net difference between any discovered overcharge or undercharge; and/or
- C. Termination.** Terminate the Order for default in accordance with the procedures set forth in Section 21 of the Master Price Agreement.

The above remedies are cumulative and the Ordering Entity, in its sole discretion, may exercise any or all of them individually or simultaneously.

Except as otherwise provided for by law or this Addendum, the rights and remedies of the Ordering Entities shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages.

7. TERMINATION. Section 4 of the Master Price Agreement is supplemented by the following language:

A. Termination for the Public Interest.

The State is entering into this Addendum for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Addendum ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Addendum in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Addendum by the Participating State for cause or breach by Contractor, which shall be governed by §21 of the Master Price Agreement or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Contractor's Primary Contact of such termination in accordance with §12(B) of this Exhibit A. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Addendum.

ii. Obligations and Rights

Upon receipt of a termination notice, the Parties shall be subject to and comply with the same obligations and rights set forth in §4 of the Master Price Agreement for a cancellation and Contractor shall preserve, protect and promptly deliver into the State's or such Ordering Entity's possession all of such State's or Ordering Entity's proprietary information, as applicable, in accordance with Section 31 of the Master Price Agreement.

iii. Payments

If this Addendum is terminated by the Participating State pursuant to this Section, the Contractor shall be entitled to reimbursement only for accepted performance up to the date of termination.

8. CONFLICTS OF INTEREST

Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to this Addendum, even the appearance of a conflict of interest is harmful to the Participating State's interests. Absent the Participating State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the Participating State hereunder.

If a conflict or appearance of a conflict exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, Contractor shall submit to the Participating State a disclosure statement setting forth the relevant details for the Participating State's consideration. Failure to promptly submit a disclosure statement or to follow the Participating State's direction in regard to the apparent conflict constitutes a breach of this Addendum.

9. INSURANCE

Contractor shall obtain and maintain insurance as specified in Master Price Agreement at all times during the term of this Addendum. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the Participating State.

A. Contractors

Contractor shall maintain insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by Participating State statute, and Employer's Liability Insurance covering all of Contractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iv. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

v. Additional Insured

The State of Colorado and all of its agencies and institutions of higher education shall be named as additional insured on all Commercial General Liability policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor hereunder.

vi. Primacy of Coverage

Coverage required of Contractor shall be primary over any insurance or self-insurance program carried by Contractor or the Participating State.

vii. Cancellation

The above insurance policies shall include provisions preventing cancellation without at least 30 days prior notice to Contractor, except that for non-renewal Contractor shall provide notice prior to expiration and shall provide at least 10 days prior notice for non-payment of premium. Contractor shall forward such notice to the Participating State in accordance with §12(B) (Notices) within seven days of Contractor's receipt of such notice.

viii. Subrogation Waiver

All insurance policies in any way related to this Addendum and secured and maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the Participating State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

B. Certificates

Contractor shall provide certificates showing insurance coverage required hereunder to the Participating State within seven business days of the Effective Date of this Addendum. Prior to the expiration date of any such coverage, Contractor shall deliver to the Participating State or Contractor certificates of insurance evidencing renewals thereof.

10. LICENSES, PERMITS, ETC.

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Addendum, without reimbursement by the Participating State. Additionally, all employees, agents, and subcontractors of Contractor performing services under this Addendum shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of the Addendum is a material breach by Contractor and constitutes grounds for termination of this Addendum.

11. CONFIDENTIAL INFORMATION

Contractor shall comply with the provisions of this Section if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any state records, personnel records, and other records or information concerning individuals. To facilitate Contractor's efforts to protect confidential information, it shall be marked as "confidential" by the State or designated as "confidential" by the State at the time of

disclosure. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq. In addition, the restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of Contractor at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of Contractor; (C) is received without restriction from a third party free to disclose it without obligation to State; (D) is developed independently by Contractor without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order; or (F) is disclosed with the advance written consent of State.

A. Confidentiality.

Except as otherwise provided herein, Contractor shall keep all State confidential information confidential at all times and comply with all laws and regulations concerning confidentiality of information. If the Contractor receives a third party request or subpoena for the State's confidential Information as part of civil litigation, Contractor will notify the State of such request (unless prohibited by law, regulation, federal authority or court order) so that the State may object or seek an appropriate protective order.

B. Notification.

Contractor shall notify its agent, employees, subcontractors and assigns who may come into contact with State confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

C. Use, Security, and Retention.

Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Addendum or approved in writing by the Participating State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Addendum or approved in writing by the Participating State. Subject to Attachment AA, Section 7, Contractor may disclose Confidential Information to its Affiliates, agents and consultants with a need to know related to Contractor's performance under this Addendum or to Contractor's provision of telecommunications services generally, provided that such Affiliates, agents and consultants are subject to a confidentiality agreement at least as protective of State's rights as this provision and such Confidential Information cannot be used for marketing, sales or similar purposes. Contractor may use Confidential Information for the purpose of performing under this Addendum or for the provision of other Contractor services.

12. GENERAL PROVISIONS

A. Jurisdiction and Venue

All suits or actions related to this Addendum shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

B. Notices

All notices required to be given hereunder shall be delivered in accordance with §4(b) of the Master Price Agreement to the primary contacts listed in §5 of this Addendum. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

C. Modification

i. By the Parties

Except as specifically provided in this Addendum, modifications of this Addendum shall not be effective unless agreed to in writing by both parties in an amendment to this Addendum, properly executed and approved in accordance with applicable Colorado State law and Fiscal Rules.

Modifications permitted under this Addendum, other than contract amendments, shall conform to the Policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Addendum shall be subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Addendum on the effective date of such change, as if fully set forth herein.

D. Order of Precedence

The provisions of this Addendum shall govern the relationship of the Participating State and Contractor. In the event of conflicts or inconsistencies between this Addendum and its exhibits and attachments, including, but not limited to, those provided by Contractor, or this Addendum and the Master Price Agreement, or any Order, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. **Section 14** of this Addendum (Colorado Special Provisions);
- ii. The remaining portions of this **Exhibit A**;
- iii. This remaining portions of this Addendum;
- iv. The Master Price Agreement, including all attachments incorporated therein; and
- v. An Order.

E. Taxes. Section 13 of the Master Price Agreement is hereby supplemented with the following language:

It is hereby recognized and acknowledged by Contractor that the Participating State and each State Agency is tax-exempt and is not liable for any sales, use, excise, property, or other taxes imposed by any federal, state or local government tax authority. The Participating State's tax exemption number is 98-02565. If these exemptions shall change, the Participating State and State Agencies shall be required to provide Contractor a valid tax exemption certificate at that time. The Participating State is also not liable for any taxes of Contractor for franchise or related to the income of the Contractor. No taxes of any kind shall be charged to the Participating State or any State Agency.

Contractor will accord the same tax free treatment to Political Subdivisions and any Registered Non Profit Organization that qualifies to the extent that they establish like exemption from taxes.

F. Litigation Reporting.

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency related to this Addendum and which is reasonably likely to have a material adverse impact on Contractor's ability to perform its obligations hereunder, Contractor shall notify the State Purchasing Agent of such action and deliver copies of such pleadings to the State Purchasing Agent. If a State Purchasing Agent is not then serving, such notice and copies shall be delivered to the Chief State Procurement Official.

G. Severability.

Provided this Addendum can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Addendum in accordance with its intent.

H. Survival of Certain Contract Terms.

Notwithstanding anything herein to the contrary, provisions of this Addendum requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the Participating State if Contractor fails to perform or comply as required.

I. Waiver.

Waiver of any breach under a term, provision, or requirement of this Addendum, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

13. PARTICIPATING STATE ADMINISTRATIVE FEE

A. The Colorado General Assembly has authorized the State Purchasing Office to collect a fee for the administration of statewide contracts. As of the Effective Date, and subject to and conditioned upon the terms and conditions of the Master Price Agreement (including, but not limited to, **Section 3.2.3.2 of Attachment AA**, the Participating State will earn an administrative fee for Ordering Entities that make purchases pursuant to this Addendum equal to 1.00% or .0100 multiplication factor ("State Admin Fee") of the CL Wireless , to assist with the cost of contract administration by the Participating State. The State Admin Fee shall be remitted to the Participating State within **forty-five (45)** days of the end of each quarter (i.e., May 15, August 15, November 15, February 15) and calculated each calendar quarter based on the CL Wireless Spend. State Admin Fees shall be made payable to the Colorado State Treasurer by a check submitted to the Participating State's Primary Contact identified in **§4** of this Addendum, or to the Participating State's assigned replacement Contact. If Contractor incorrectly pays the State Admin Fee to the Participating State, then Contractor shall be permitted to reduce any future State Admin Fee payments by the incorrect amount. Contractor will not pay an State Admin Fee to the Participating State if (1) the Addendum has expired; or (2) the Addendum has been terminated (before expiration) by either party. The quarter periods are **January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31** of any given year. Contractor shall provide a report setting forth the total sales to State Agencies and other Ordering Entities within the Participating State. The report shall identify: Billing Account Numbers (BAN), total subscribers, total eligible monthly recurring charges and total State Admin Fee payment amount. The report and a check in the amount of the State Admin Fee due and owing shall be submitted to the Participating State on or before the 45th day after the end of the quarter.

Contractor shall be permitted to adjust the pricing under the Master Price Agreement pricing to include the Participating State's administration fee by adding the fee to the Master Price Agreement price of each Equipment product on the invoice.

14. COLORADO SPECIAL PROVISIONS

For the purposes of this Section, references to "State" shall be deemed to be references to the Participating State and references to "contract" shall be deemed to be references to this Addendum.

These Special Provisions apply to all contracts except where noted in *italics*.

1. CONTROLLER'S APPROVAL. CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

2. FUND AVAILABILITY. CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. GOVERNMENTAL IMMUNITY. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions,

of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

4. INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

5. COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

6. CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

7. BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [*Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services*] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.