

**PARTICIPATING ADDENDUM  
NASPO COOPERATIVE PURCHASING ORGANIZATION  
WIRELESS SERVICES 2012-2019  
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT  
T-Mobile USA, Inc.  
Nevada Contract Number: 1907  
(hereinafter "Contractor")  
And  
State of Montana  
(hereinafter "Participating State or Entity")

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**1. Scope/Background:** Contractor, on behalf of its affiliated entities providing the products and services, and the Lead State, on behalf of the NASPO Cooperative Purchasing Organization (formerly known as WSCA) ("NASPO"), entered into Master Price Agreement No. S1907 effective April 12, 2012 (the Master Price Agreement and Amendments are collectively, the "Master Price Agreement").

This addendum covers the WIRELESS SERVICES, lead by the State of Nevada, for use by eligible state agencies and other entities located in the State of Montana ("Participating State") authorized by that state's statutes to utilize Participating State's contracts. This addendum is a separate agreement between the Participating State/Entity and Contractor entered into under the terms and conditions of the Master Price Agreement.

**2. Participation:** Use of specific NASPO cooperative contracts by State agencies, political subdivisions and other entities (including cooperatives and eligible non-profits) (each a "Participating Entity") authorized by an individual state's statutes to use that Participating State's contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

**INDIVIDUAL CUSTOMER:** Each Participating Entity that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Participating Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement, and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for their own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

**3. Participating State/Entity Modifications or Additions to Master Price Agreement:**  
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

**ACCESS AND RETENTION OF RECORDS:** Contractor agrees to provide the department, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years after either the

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completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**COMPLIANCE WITH LAWS:** Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

**NON-COMPLIANCE WITH DEPARTMENT OF ADMINISTRATION REQUIREMENTS:** The Department of Administration, pursuant to section 2-17-514, MCA, retains the right to cancel or modify any contract, project or activity that is not in compliance with the Department's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

**NON-EXCLUSIVE CONTRACT:** The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

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**REDUCTION OF FUNDING:** The State must by law terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**VENUE:** This interpretation of this Participating Addendum or any order placed against the Master Agreement are governed by the laws of Montana without reference to Montana's conflict of laws principles. The parties agree that any litigation concerning this Participating Addendum or an order placed against the Master Agreement must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**REQUIRED REPORTING:**

Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the State to manage this contract. Contractor shall provide CO with an electronic usage report (Excel), which

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must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 30 days after the end of the quarter

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

**MONTANA ADMINISTRATIVE FEE:**

The State of Montana assesses an Administrative Fee of one and one-half percent (1.50%) for all net sales (sales less credits and returns) made under this PA. The prices paid to Contractor must include the 1.5% Administrative Fee. The Contractor shall remit this Administrative Fee concurrent with the Required Usage Reporting described above. The Administrative Fee must be submitted by ACH along with email notification to the CO.

To the extent of a conflict in terms between the NASPO ValuePoint Master Agreement and this Participating Addendum, the following descending order of precedence shall apply:

1. Participating Addendum "Statutory Requirements"
2. Participating Addendum (remainder of addendum)
3. NASPO ValuePoint Master Agreement

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED**

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, to services that are accessible to and usable by individuals with disabilities. (47 U.S.C. §§ 225, 617) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

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

Lead State

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	<a href="mailto:tlsmith@admin.nv.gov">tlsmith@admin.nv.gov</a>

Contractor

Name	Amy Hiatt
Address	T-Mobile USA, Inc., 7668 Warren Parkway, Frisco, TX 75034
Telephone	972-464-3596
Fax	425-256-9018
E-mail	<a href="mailto:Amy.Hiatt@T-Mobile.com">Amy.Hiatt@T-Mobile.com</a>
For Legal Notices copy to:	
Name	T-Mobile USA, Inc., Legal Department
Address	12920 SE 38th Street, Bellevue, WA 98006

Participating Entity

Name	Tia Snyder
Address	125 N. Roberts Street, Room 165, Helena, MT 59602
Telephone	(406) 444-3315
E-mail	<a href="mailto:tsnyder@mt.gov">tsnyder@mt.gov</a>

5. Purchase Order Instructions:

All orders should contain the following mandatory language (1) indicating that "all Purchase Orders or approved funding documents will be in accordance with and subject to NASPO Contract # 1907" (2) Your Name, Address, Contact Number, email address and account number(s) (3) Purchase order amount.

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**6. Price Agreement Number:**

All purchase orders or approved funding documents issued by purchasing entities within the jurisdiction of this participating addendum shall include the the Lead State price agreement number: 1907.

This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, 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 its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, 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 its exhibits shall prevail and govern actions by and within the Participating State ONLY and have no impact the Master Price Agreement and its exhibits.

**7. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to 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. Ordering entity is responsible for informing contractor in writing prior to ARRA funds are being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

[SIGNATURES ON FOLLOWING PAGE.]

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

Participating State/Entity: STATE OF MONTANA	Contractor: T-MOBILE USA, INC.
By:  <small>DocuSigned by:</small>	By:  <small>DocuSigned by:</small>
Name: Cheryl Grey <small>5F8AABB9738647B...</small>	Name: David Bezzant <small>8F686CC8943743C...</small>
Title: Administrator, State Financial Services Division	Title: Sr. Director
Date: 5/25/2017	Date: 6/5/2017
Approved as to Legal Content:  <small>DocuSigned by:</small>	

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Reviewed and Approved as to Form:

DocuSigned by:  
 Reviewed and Approved As to Form:  
  
 Eilda Moran, Principal Corporate Counsel  
F4B2423DCD2F48E  
 T-Mobile USA, Inc. Legal Dept.