



**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

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**SCHEDULE NUMBER** MAS  
**SCHEDULE NAME** Multiple Award Schedule  
  
**SIN(s):** 517312 WIRELESS MOBILITY SERVICES  
**FSC GROUP** FSC/PSC Class D304 - Information Technology

**CONTRACT NUMBER:** GS35F0503M  
**CONTRACT PERIOD:** November 19, 2017 through May 22, 2022: Effective Date of this Price list January 26, 2021  
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**Business Size:** Large

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*The following is not a complete list of plans offered by T-Mobile. Other discounted rates and equipment may be available for purchase outside the GSA Schedule under other purchasing authority. Actual billed pricing can vary slightly from the price list. (T-Mobile billing relies on a six decimal pricing system, whereas the two decimal pricing in the price list is rounded according to the standard rounding rule.) The offers listed here are available to any agency and activity that falls within the SCOPE OF CONTRACT (ELIGIBLE*

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## CLIN - Voice and Data cellular services – T-Mobile One

Government Unlimited*					
CLIN	T-Mobile One Plan	Voice/Data Minutes	Commercial Price/line/month	GSA Price/line/month with 18% Discount	Features
137	Government Unlimited Phone	Unlimited	\$29.00	\$23.78	Mobile Without Borders Included
568	Government Unlimited Tablet GB HS	Unlimited	\$23.50	\$19.27	Mobile Without Borders Domestic data roaming For tablets, data sticks and netbooks only.
138	Government Unlimited Phone 1 (with Subsidy Allowance)	Unlimited	\$41	\$33.62	
139	Government Unlimited Phone 2 (with Subsidy Allowance)	Unlimited	\$53	\$43.46	
140	Government Unlimited Phone 3 (with Subsidy Allowance)	Unlimited	\$64	\$52.48	
CLIN	First Responders Voice Plans	Voice, Text & Data Minutes	Commercial Price/line/month	GSA Price/line/month with 18% Discount	Features
141	Government First Responders Unlimited Talk & Text	Unlimited voice/text messaging and up to 2GB of 4G LTE with no overage charge. <b>Hotspot:</b> 2GB of 4G LTE then 3G speeds	\$15.00	\$12.30	<ul style="list-style-type: none"> <li>• Unlimited talk and text</li> <li>• Text and data in 210+ countries and destinations at no extra cost</li> <li>• Talk, text, and 4G LTE data in Mexico and Canada</li> <li>• 4G LTE Smartphone Mobile Hotspot</li> </ul>
142	Government First Responders Unlimited talk, *text, data	Unlimited voice, text messaging and Data of 4G LTE with no overage charge. Hotspot: 1GB of 4G LTE then 3G speeds	\$34.00	\$27.88	<ul style="list-style-type: none"> <li>• Unlimited talk, text, and 4G LTE data</li> <li>• Text and data in 210+ countries and destinations at no extra cost</li> <li>• Talk, text, and 4G LTE data in Mexico and Canada</li> <li>• 4G LTE Smartphone Mobile Hotspot</li> </ul>

## CLIN – Voice Only Plans

Voice Only Rate Plans*					
All plans in this section include 400 text messages. Text overage is \$0.20 per text. Designed for domestic use.					
CLIN	Voice Only Rate Plan	Voice Minutes	Commercial Price/line/month	GSA Price/line/month	Overage Charge
800	Shared Pooling Voice plan - 100 Minute	100	\$17.99	\$14.75	\$0.10
801	Shared Pooling Voice Plan - 400 Minute	400	\$27.99	\$22.95	\$0.10
802	Shared Pooling Voice Plan - 900 Minute	900	\$41.99	\$34.43	\$0.10
804	Stackable Voice - 500 Minute Plan	500	\$30.00	\$24.60	\$0.10
805	Stackable Voice - 750 Minute Plan	750	\$41.00	\$33.62	\$0.10
806	Stackable Voice - 1250 Minute Plan	1250	\$65.00	\$53.30	\$0.10
303	Per Minute Rate Plan	0	\$4.99	\$4.09	\$0.05
305	Voice Overage Charge for CLIN 303	N/A	\$0.05	\$0.05	\$0.05
307	Text Overage Charge for CLIN 303	N/A	\$0.20	\$0.20	\$0.20

## CLIN – Stackable Voice Plans and Data Add-ons

Stackable Voice Plans and Data Add-ons*					
All plans in this section include Simple Global International*. All plans in this section include unlimited nights, weekends, text, and T-Mobile to T-Mobile. Once domestic data threshold is reached data usage may be prioritized. Once listed tethering threshold is reached tethering speeds may be prioritized. International tethering requires one of the following CLINs, 555-558, to be active to function.					
CLIN	Stackable Voice Plan Name	Voice Minutes	Commercial Price/line/month	GSA Price/line/month	Overage Charge
124	Stackable Voice 100 Minute Plan	100	\$25.00	\$20.50	\$0.25
125	Stackable Voice 300 Minute Plan	300	\$30.00	\$24.60	\$0.25
126	Stackable Voice 600 Minute Plan	600	\$35.00	\$28.70	\$0.25
132	Simple Choice Unlimited Talk & Text	Unlimited	\$40.00	\$32.80	\$0.00
136	Value Stackable Voice Plan 100 Minutes	100	\$5.00	\$4.10	\$0.25
133	Value Stackable Voice Plan 300 Minutes	300	\$10.00	\$8.20	\$0.25
134	Value Stackable Voice Plan 600 Minute	600	\$15.00	\$12.30	\$0.25
135	Value Simple Choice Unlimited Talk & Text	Unlimited	\$20.00	\$16.40	\$0.00
528	Simple Choice Classic Mobile Broadband Add-On 1.0 GB	N/A	\$0.00	\$0.00	\$0.00
532	Classic Mobile Broadband Add-On 1.0 GB (Stackable)	N/A	\$0.00	\$0.00	\$0.03 per MB
533	Classic Mobile Broadband Add-On 3.0GB (Stackable)	N/A	\$10.00	\$8.20	\$0.03 per MB
534	Classic Mobile Broadband Add-On 5.0GB (Stackable)	N/A	\$20.00	\$16.40	\$0.03 per MB
529	Simple Choice Classic Unlimited Data Add-On 5.0GB Tethering	N/A	\$20.00	\$16.40	\$0.00
530	Simple Choice Classic Unlimited Data Add-On 7.0GB Tethering	N/A	\$30.00	\$24.60	\$0.00
544	3 GB Simple Choice Data Add-On	N/A	\$10.00	\$10.00	\$0.00
545	5 GB Simple Choice Data Add-On	N/A	\$20.00	\$20.00	\$0.00

## CLIN – International Data Plans/Standalone and Add-On Plans

### Simple Choice 10 Plans\*

All plans in this section include Simple Global International\* and Mobile Without Borders\*\*. Default equipment pricing is MSRP and Open Market for plans in this section, contact your sales representative for possible discounts.

CLIN	Data Add-On Plans	Commercial Price/line/month	GSA Price/line/month	Data Stash	Comments
158	10 Lines Simple Choice Unlimited Talk & Text	\$150.00	\$123.00	No	
159	Add-a-Line for Simple Choice Unlimited Talk & Text	\$15.00	\$12.30	No	
160	2GB Data Add-On for Simple Choice	\$0.00	\$0.00	No	Once data threshold is reached speeds may be prioritized
161	6GB Data Add-On for Simple Choice	\$15.00	\$15.00	Yes	Once data threshold is reached speeds may be prioritized
162	10GB Data Add-On for Simple Choice	\$30.00	\$30.00	Yes	Once data threshold is reached speeds may be prioritized
163	Unlimited Data Add-On for Simple Choice 14GB tethering	\$45.00	\$45.00	No	Once data threshold is reached speeds may be prioritized



## CLIN – Data Only Plans

Mobile Internet Plans*					
All Plans in this section include Simple Global International*. Default equipment pricing is MSRP and Open Market for plans in this section, contact your sales representative for possible discounts.					
CLIN	Data Only Plans	Commercial Price/line/month	GSA Price/line/month	Data Overage	Comments
429	Government – Unlimited Data Only - Value	\$35.00	\$28.70	N/A	No data speed reduction
444	2GB Data Plan	\$20.00	\$20.00	N/A	**Mobile Without Borders
445	2GB Pooled Data Plan	\$20.00	\$20.00	\$5 per GB	**Mobile Without Borders
446	6GB Pooled Data Plan	\$35.00	\$35.00	\$5 per GB	**Mobile Without Borders
447	10GB Pooled Data Plan	\$50.00	\$50.00	\$5 per GB	**Mobile Without Borders
448	14GB Pooled Data Plan	\$65.00	\$65.00	\$5 per GB	**Mobile Without Borders
449	30GB Pooled Data Plan	\$135.00	\$135.00	\$5 per GB	**Mobile Without Borders
450	100GB Pooled Data Plan	\$425.00	\$425.00	\$5 per GB	**Mobile Without Borders
451	500GB Pooled Data Plan	\$2,000.00	\$2,000.00	\$5 per GB	**Mobile Without Borders
452	1TB Pooled Data Plan	\$3,750.00	\$3,750.00	\$5 per GB	**Mobile Without Borders
First Responders Data Plans*					
CLIN	First Responders Data Plans	Commercial Price/line/month	GSA Price/line/month	Data Overage	Features
453	Govt First Responders Mobile Internet Unlimited messaging, data	\$28.50	\$23.37	Unlimited mobile internet, Data and text messaging. <b>Hotspot:</b> 1GB of 4G LTE then 3G speeds	<ul style="list-style-type: none"> <li>Unlimited text and data Text and data in 210+ countries and destinations at no extra cost</li> <li>Data and text 4G LTE data in Mexico and Canada</li> <li>4G LTE Smartphone Mobile Hotspot</li> </ul>

454	Govt First Responders Hotspot Unlimited messaging and high- speed data	\$40	\$32.80	Unlimited data and Hotspot ONLY	<ul style="list-style-type: none"> <li>Text and data in 210+ countries and destinations at no extra cost</li> <li>DATA Only 4G LTE data in Mexico and Canada</li> <li>4G LTE Smartphone Mobile Hotspot HD video streaming at 720p</li> </ul>
2233	T-Mobile's Moxee Signal Plan	\$15	\$15	Unlimited Data	<ul style="list-style-type: none"> <li>This plan is used by customers who have the Moxee Signal Personal Safety Wearable device. This enables users to share location data with select contacts, send alerts with location and audio clips, and signal an emergency to an Emergency Monitoring Service</li> </ul>

### CLIN - Classic Data Only Plans

Classic Data Only Plans*					
All plans in this section include Simple Global* and Unlimited Text messaging					
CLIN	Classic Data Only Plans	Commercial Price/line/month	GSA Price/line /month	Data Overage	Comments
425	Government - Unlimited Data Only	\$45.00	\$36.90	N/A	Mobile phone with no voice plan. No data speed reduction.
531	Government - Unlimited Mobile Internet	\$45.00	\$36.90	N/A	No data speed reduction

## CLIN - International Data Add-ons\*

International Data Add-ons*					
CLIN	International Plans	Commercial Price/line/month	GSA Price/line/month	Data Overage	Comments
555	International Flat rate 200MB	\$20.00	\$20.00	N/A	High speed data and tethering in Simple Global countries only. Tethering stops after data threshold is met. Data speed threshold slows to 128 kbps when data threshold is met
556	International Flat rate 500MB	\$35.00	\$35.00	N/A	
557	International Flat rate 1.5GB	\$50.00	\$50.00	N/A	
558	International Flat rate 5GB	\$100.00	\$100.00	N/A	

## CLIN – International Country Rates\*

CLIN	Termination Country	GSA Landline Termination	GSA Mobile Termination
1600	Canada	\$0.12	\$0.12
1601	China	\$0.17	\$0.18
1602	France	\$0.09	\$0.29
1603	Germany	\$0.09	\$0.34
1604	Israel	\$0.12	\$0.20
1605	Japan	\$0.09	\$0.25
1606	Mexico	\$0.07	\$0.33
1607	Netherlands	\$0.09	\$0.39
1608	United Kingdom	\$0.08	\$0.34

CLIN	Origination Countries	Voice Usage Per Minute	Text Usage Per SMS	Data Usage Per MB
1800	Canada	\$0.79		
1801	Canada		\$0.50	
1802	Canada			\$10.00
1803	China	\$3.59		
1804	China		\$0.50	
1805	China			\$15.00
1806	France	\$1.49		
1807	France		\$0.50	
1808	France			\$15.00
1809	Germany	\$1.49		
1810	Germany		\$0.50	
1811	Germany			\$15.00
1812	Israel	\$3.59		
1813	Israel		\$0.50	
1814	Israel			\$15.00
1815	Japan	\$2.69		
1816	Japan		\$0.50	
1817	Japan			\$15.00
1818	Mexico	\$1.79		
1819	Mexico		\$0.50	
1820	Mexico			\$15.00
1821	Netherlands	\$1.49		
1822	Netherlands		\$0.50	
1823	Netherlands			\$15.00
1824	United Kingdom	\$1.49		
1825	United Kingdom		\$0.50	
1826	United Kingdom			\$15.00

## CLIN – Other Plans/Features\*

Miscellaneous Features					
CLIN	Miscellaneous Plans	Commercial Price/line/month	GSA Price/line/month	Data Overage	Comments
453	Static IP Tier 1	\$7.00	\$5.74	N/A	
454	Static IP Tier 2	\$5.00	\$4.10	N/A	
455	Static IP Tier 3	\$3.00	\$2.46	N/A	
543	Push to Talk (PTT) including Group Talk	\$6.00	\$6.00	N/A	Monthly fee for access to Push to Talk with voice and data plan
627	Phone- First Web & Messaging	\$19.95	\$16.36		Unlimited Data and messaging add-on - data speeds may be prioritized after 5GB threshold is reached
707	Wireless Priority Access 5	\$0.75	\$0.62		Wireless Priority Service (WPS) per minute usage charge
1101	Pay-as-you-Go Data Add On	\$1.99	\$1.99		Metered Usage Per MB
1201	Pay-as-you-Go Data Only	\$1.99	\$1.99		Metered Usage Per MB
2005	Directory Assistance Per Use Feature	\$1.99	\$1.99		Per use cost
2006	Multimedia Broadcast Feature	\$9.99	\$9.99		
708	CSD Option	\$9.99	\$8.19		Circuit Switched Data - provides secure voice service
709	Family Allowances (used to disable 411use)	\$40.00	\$32.80		Allows for monitoring and managing of users via T-Mobile Website
710	411 (information ) call – usage per call	\$1.99	\$1.99		Per use cost
2225	Out of Plan Number Charge – per minute	\$0.01	\$0.01		Per minute use cost

## Miscellaneous Plans\*

CLI N	Miscellaneous Plans	Commercial Price/line/month	GSA Price/line/month	Data Overage	Comments
2229	Gov T-Mo + Geotab Basic TE*	\$15	\$12.30	N/A	Includes: GPS location, VIN, Driver ID, and basic IOX support worldwide
2230	Gov T-Mo + Geotab Pro TE*	\$29	\$23.78	N/A	Included: The functionality of the Regulatory plan and support for engine and accelerometer data worldwide
2231	Gov T-Mo + Geotab Pro-Plus TE*	\$35	\$28.70	N/A	Included: The Pro-Plus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including EV data worldwide
2232	Gov T-Mo + Geotab Reg w/HOS TE*	\$23.50	\$19.27	N/A	Included: Hours of Service and IFTA functionality over the Base plan. Geared toward assisting fleets in meeting a range of compliance regulations in the USA and Canada

\*\*Use of Geotab products and services are subject to acceptance of additional Geotab Terms and Conditions (see Geotab Addendum); applicable taxes and surcharges may apply

## Miscellaneous Add-On Features\*

CLI N	Plan	Commercial Price/line/month	GSA Price/line/month	Data Overage	Comments
2226	Stateside to International Calling	\$15	\$15	N/A	If you're in the U.S., Mexico, or Canada you can get unlimited calls to landlines in 70+ countries and destinations, mobile lines in 30+ countries and destinations, plus unlimited texting to virtually anywhere. Visit: <a href="https://www.t-mobile.com/coverage/international-calling?cid=WMM_TM_18INTLTRVL_0C573ZL7DXG1606">https://www.t-mobile.com/coverage/international-calling?cid=WMM_TM_18INTLTRVL_0C573ZL7DXG1606</a> for details and country rates
2227	Global Plus (T-Mobile ONE or Magenta Voice)	\$50	\$50	N/A	Voice, Text and Data included
2228	Global Plus (Simple Choice Voice)	\$50	\$50	N/A	Voice, Text and Data included
2234	EmpowerED 2.0 UNL MI Monthly	\$20	\$20	N/A	EmpowerED Month to Month unlimited on-device 4G data for MI devices

## CLIN - Machine to Machine

Machine-to-Machine Plans*				
CLIN	M2M Plans	Commercial Price/line/month	GSA Price/line/month	Data Overage
2200	Connected Devices MRC, 1MB per month	\$5.00	\$4.10	30MB (no overage)
2201	Connected Devices MRC, 2MB per month	\$5.00	\$4.10	30MB (no overage)
2202	Connected Devices MRC, 5MB per month	\$5.00	\$4.10	30MB (no overage)
2203	Connected Devices MRC, 25MB per month	\$5.00	\$4.10	30MB (no overage)
2204	Connected Devices MRC, 50MB per month	\$10.00	\$8.20	200MB (overage \$0.10 per MB)
2205	Connected Devices Overage Per MB (or KB) (for Plans up to and including 50MB/month)	(specify per MB or KB)	(specify per MB or KB)	\$0.10 per MB
2206	Connected Devices MRC, 250MB per month	\$20.00	\$16.40	2GB
2207	Connected Devices MRC, 1GB per month	\$20.00	\$16.40	2GB
2208	Connected Devices MRC, 5GB per month	\$35.00	\$28.70	5GB
2209	M2M/Connected Devices Overage Per MB (or KB) (for Plans above 50MB/month)	(specify per MB or KB)	(specify per MB or KB)	(No overage speeds slow after 2GB or 5GB depending on plan)
2210	Offeror to Propose, MRC	N/A	N/A	N/A
2211	Offeror to Propose Overage Per MB (or KB)	(specify per MB or KB)	(specify per MB or KB)	(specify per MB or KB)

## CLIN - Private APN

Private APN Plans*					
The service plans below are Private APN Plans. The customer will need an OC3 private line circuit or Ethernet connection supporting a 100 MB Ethernet circuit to run between the nearest T-Mobile Switch location and the customer's building. The pricing for this circuit varies due to the aforementioned variables. Therefore pricing will be provided to the customer at the time of the total quote.					
CLIN	Private APN Plans	Monthly Recurring Commercial Price	Per Line Fee	Managed Portal Per Line Fee	Lines Required
2212	Per Line Fee		\$5.00	\$2.00	100-499
2213	Per Line Fee		\$2.00	\$1.00	Less than 500
2214	SOC 1 (GSM with Managed Services) ENT Private APN Managed	\$7.00			100-499
2215	SOC 2 (GSM with Managed Services) ENT Private APN Managed	\$3.00			Less than 500
2216	SOC 3 (GSM Non-Managed Services) ENT Private APN	\$5.00			100-499
2217	SOC 4 (GSM Non-Managed Services) ENT Private APN	\$2.00			Less than 500
2218	SOC 5 (MBB with Managed Services) ENT Private APN MBB Managed	\$7.00			100-499
2219	SOC 6 (MBB with Managed Services) ENT Private APN MBB Managed	\$3.00			Less than 500
2220	SOC 7 (MBB Non-Managed Services) ENT Private APN MBB	\$5.00			100-499
2221	SOC 8 (MBB Non-Managed Services) ENT Private APN MBB	\$2.00			Less than 500
2223	One time set-up fee	\$2,500 One Time Fee			

Default equipment pricing is MSRP and Open Market for plans in this section, contact your sales representative for possible discounts.

\***Simple Global International** - Automatic coverage in 140+ countries and destinations. Only at T-Mobile. Unlimited international data coverage and texting are included with a qualifying plan at no extra charge. It's just 20 cents per minute for calls to T-Mobile devices and landlines.

\*\***Mobile Without Borders** - Enjoy wireless without borders. Get unlimited talk, text, and data throughout North America.

\*\*\***Gogo In-Flight** - Basic access includes unlimited messaging and one free hour of Wi-Fi access on Gogo-equipped flights.



## Updated International Info

T-Mobile for Business customers get unlimited 2G data and messaging while traveling in 210+ countries and destinations at no additional cost for this feature. Voice service is only \$0.20 a minute in these same countries (excluding premium rate services) and back to the US.

Simple Global Countries and Destinations (as of 1/3/2020, subject to change, current coverage can be provided to customer by T-Mobile Account Representative upon request.)

North America & Caribbean	Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, British Virgin Islands, Canada, Cayman Islands, Curacao, Dominica, Dominican Republic, Greenland, Grenada, Guadeloupe, Haiti, Jamaica, Marie Galante, Martinique, Mexico, Montserrat, Saint Barthelemy, Saint Eustatius, Saint Kitts and Nevis, Saint Lucia, Saint Martin, Saint Saba, Saint Vincent and the Grenadines, Sint Maarten, Trinidad and Tobago, Turks and Caicos Islands
South & Central America	Argentina, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Easter Island, Ecuador, El Salvador, French Guiana, Guatemala, Guyana, Honduras, Nicaragua, Panama, Paraguay, Peru, Suriname, Uruguay, Venezuela
Europe	Aland Islands, Albania, Alderney, Andorra, Armenia, Austria, Azores, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, French Polynesia, Germany, Gibraltar, Greece, Guernsey, Herm, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Kosovo, Latvia, Lichtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Mongolia, Montenegro, Netherlands, Netherlands Antilles, Northern Ireland, Norway, Poland, Portugal, Romania, Russia, San Marino, Sark Island, Scotland, Serbia, Slovakia, Slovenia, Spain, Svalbard, Sweden, Switzerland, Turkey, Ukraine, United Kingdom, Vatican City, Wales
Asia & the Pacific	Afghanistan, Australia, Azerbaijan, Bangladesh, Brunei Darussalam, Cambodia, China, Christmas Island, Fiji, Georgia, Guam, Hong Kong, India, Indonesia, Japan, Jordan, Kazakhstan, Kyrgyzstan, Laos, Macau, Malaysia, Maldives, Myanmar, Nauru, New Zealand, Northern Mariana Islands (Saipan), Oman, Pakistan, Palestinian Territories, Papua New Guinea, Philippines, Samoa, Singapore, South Korea, Sri Lanka, Taiwan, Tajikistan, Thailand, Tonga, Turkmenistan, Uzbekistan, Vanuatu, Vietnam
Africa & Middle East	Algeria, Angola, Bahrain, Benin, Burkina Faso, Burundi, Cameroon, Cape Verde, Chad, Congo, Democratic Republic Congo, Cote d'Ivoire, Egypt, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Iraq, Israel, Kenya, Kuwait, Liberia, Madagascar, Madeira, Malawi, Mali, Mauritania, Mauritius, Mayotte, Morocco, Mozambique, Niger, Nigeria, Qatar, Reunion, Rwanda, Saudi Arabia, Senegal, Seychelles, Sierra Leone, South Africa, Tanzania, Togo, Tunisia, Uganda, United Arab Emirates, Western Sahara, Zambia, Zimbabwe

Additional charges apply in excluded destinations; included destinations subject to change at T-Mobile's discretion. Qualifying postpaid Simple Choice plan and capable device required. Taxes additional; usage taxed in some countries. **Unlimited talk & text features for direct communications between 2 people; others (e.g. conference & chat lines, etc.) may cost extra.** Communications with premium-rate (e.g., 900, entertainment, high-rate helpline) numbers not included and may incur additional charges. Calls over Wi-Fi are \$.20/min (no charge for Wi-Fi calls to U.S.). Coverage not available in some areas; we are not responsible for the performance of our roaming partners' networks. Activate no-cost upgrade for approx. 256kbps speeds; **standard speeds approx. 128 Kbps.** No tethering.

**\*T-Mobile GSA Pricing Notes applicable to above listed Rate Plans:**

**Note - These Rate Plans and Customers use of T-Mobile devices or services are subject to the additional terms and conditions set forth in T-Mobile's Authorized Federal Supply Schedule Price List, which include, but are not limited to, the following: (i) T-Mobile's GSA Pricing Notes, (ii) T-Mobile's Standard Terms and Conditions; (iii) T-Mobile Additional Terms and Conditions for Wireless Services, other Terms of Service (TOS) and EULAs as required by third party service providers and vendor, subject to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (OCT 2018), (Section(u) Unauthorized Obligations and GSAR 552.212-4 - Contract Terms and Conditions-Commercial Items (FAR DEVIATION), Section (w) Commercial supplier agreements – unenforceable clauses.**

\*Applicable taxes and surcharges not included in the prices listed above.

\*Requirements for the Government Unlimited Rate Plan with Subsidy Allowance and First Responder Government Rate Plan with Subsidy Allowance - Smartphones

- 1) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account. Each line of Service must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service (the "**Subsidy Term**");
- 2) Each line of Service must remain active, without suspension, for a 90-day period following the activation ("**Minimum Activations Period**");
- 3) Each line of Service must be activated in accordance with the terms of the Agreement;
- 4) Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term;
- 5) The subsidy cannot be combined with any other discounts, credits or promotional offers; and
- 6) Customer's account with T-Mobile must be in good standing to receive the subsidy.

**Minimum Activation Period/Termination.** If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of \$150 for such line, then Customer will reimburse T-Mobile \$75 (i.e. 50% [12/24 months] X \$150) for such terminated line). Customer may either (i) pay T-Mobile the aggregate amount of issued subsidy for terminated lines of Service which are terminated before the end of the Subsidy Term within 30 days of termination of the affected lines of Service; or (ii) T-Mobile may charge Customer for the Activation Credits issued for each terminated lines of Service and Customer agrees to pay T-Mobile for the Subsidy issued to Customer for the terminated lines within 30 days of issuance of notice by T-Mobile.

\* **EmpowerED Program Plans** are available to domestic U.S. elementary, middle and high schools and districts. The eligibility criteria and EmpowerED Program offers are posted here: <https://www.t-mobile.com/business/education/empowered2>. Requirements to qualify for Subsidy allowance under EmpowerED Program:

- For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the EmpowerED rate plan listed under its Master Account. Each line of Service must be activated and maintained for at least the Term without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the "**Device Discount/Subsidy Term**");
- Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for a pro rata portion of the Device Discount/Subsidy received for each month remaining in the Device Discount/Subsidy Term.
- Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;
- This Device Discount/Subsidy cannot be combined with any other discount or promo offers;
- Customer's account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and
- Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy. Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.

**\*First Responder plans** (excluding Connecting Heroes) are restricted to qualifying federal government, state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Minimum qualification is meeting one of the following NAICS Codes [(i) Police Protection 922120, (ii) Fire Protection 922160, (iii) Ambulance Services 621910 ). Final eligibility determinations are in T-Mobile's discretion.

#### General Rate Plan Terms and Conditions

On all T-Mobile plans, for the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone and tablet usage is prioritized over Mobile Hotspot Service (tethering) usage, which may result in higher speeds for data used on smartphones and tablets. Not all features available on all devices. Unlimited talk & text features for direct communications between 2 people. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Device must register on our network before international use. **T-Mobile One General Terms:** Capable device required for some features. U.S. roaming and on-network data allotments differ: includes 200MB roaming. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. T-Mobile ONE not available for hotspots and some other data-first devices. Video streams at up to 1.5Mbps unless you have an HD Day Pass. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. **Tethering:** Tethering at max 3G. Service may be terminated or restricted for excessive roaming. **Simple Global:** Usage may be taxed in some countries. Calls from Simple Global countries over Wi-Fi are \$.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128Kbps without Plus; with Plus approx. 256 Kbps. See <http://www.t-mobile.com/optional-services/roaming.html> for included countries and destinations. The list is subject to change at T-Mobile's discretion. **Stateside Int'l Talk:** Calls must originate on T-Mobile's U.S. network or in Canada/Mexico. Rates and included countries vary and may change. On-network and U.S. roaming data allotments differ; includes 200 MB domestic roaming. Partial megabytes rounded up. Select companion smartphone and separate qualifying service on each device required. **Simple Choice North America General Terms:** Additional usage taxed in some countries. Charges apply for calls to other countries. Call forwarding only to U.S. numbers. Partial minutes/megabytes rounded up. Full speeds available up to monthly allotment, including tethering (Unlimited on-smartphone 4G LTE data option includes 14 GB of tethering); then, slowed to up to 2G speeds through bill cycle. Certain uses, e.g., some speed test apps, may not count against high-speed data allotment or have speeds reduced after allotment reached. U.S. roaming and on-network data allotments differ; see your selected service for details. **Data Stash:** Up to 20 GB of on-network data from past 12 months carries over to next billing cycle for as long as you maintain qualifying service. Coverage not available in some areas; we are not responsible for our partners' networks. **Network Management:** Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. See T-Mobile.com/OpenInternet for data management details.

# **Additional Terms and Conditions**

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## Customer Information

<b>1a</b>	Table of awarded special item number(s) with appropriate cross- reference to item descriptions and awarded price(s).	517312 Wireless Mobility Services
<b>1b</b>	Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show	See pricelist above
<b>1c</b>	If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item	N/A
<b>2</b>	Maximum Order	The Maximum Order value for Special Item Number 517312 – Wireless Mobility Services is \$500,000.
<b>3</b>	Minimum Order:	The minimum dollar value of orders to be issued is \$100.
<b>4</b>	Geographic Coverage (delivery area):	The geographic scope of contract is domestic
<b>5</b>	Point(s) of production (city, county, and State or foreign country).	N/A
	Discount from list prices or statement of net price:	See attached price list. Prices show the commercial pricing and the GSA discount pricing.
<b>7</b>	Quantity Discounts:	N/A
<b>8</b>	Prompt payment terms.	Information for Ordering Offices: N/A.
<b>9a</b>	Notification that Government purchase cards are accepted at or below the micro-purchase threshold	Government Purchase Cards are accepted at or below the micro-purchase threshold.
<b>9b</b>	Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.	Contractor <b>will</b> accept the Government Purchase Card above the micro-purchase threshold.

<b>10</b>	Foreign Items (list items by country of origin).	N/A
<b>11a</b>	Time of Delivery:	<u>4 Business Days</u>
<b>11b</b>	Expedited Delivery	See 11d
	Overnight & 2-day delivery	See 11d
<b>11c</b>		
<b>11d</b>	Urgent Requirements	When the Federal Acquisition Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.
<b>12</b>	FOB Point(s)	Destination
<b>13a</b>	Ordering Address:	T-Mobile USA, Inc. 601 Pennsylvania Ave., Ste. 800 Washington, DC 20004
<b>13b</b>	Ordering procedures:	For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3
<b>14</b>	Payment Address:	T-Mobile P.O. Box 742596 Cincinnati, OH 45274-2596
<b>15</b>	Legal Notice Address	T-Mobile USA, Inc. Legal Department 12920 SE 38 <sup>th</sup> Street Bellevue, WA 98006
<b>16</b>	Warranty Provision:	N/A
<b>17</b>	Export packing charges, (if applicable):	N/A

- 18** Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.
- 19** Terms and conditions of rental, maintenance, and repair (if applicable): N/A
- 20** Terms and conditions of installation (if applicable). N/A
- 21** Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). N/A
- 22** Terms and conditions for any other services (if applicable).
- 23** List of service and distribution points (if applicable):  
N/A
- 24** List of participating dealers (if applicable): N/A
- 25** Preventive maintenance (if applicable):N/A
- 26a** Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A
- 26b** Section 508 Compliance for EIT: If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: [www.t-mobile.com](http://www.t-mobile.com). The EIT standard can be found at [www.Section508.gov](http://www.Section508.gov)
- 27** Data Universal Number System (DUNS) number: 06-8528376
- 28** Notification regarding registration in Central Contractor Registration (CCR) database: Yes (Cage: 3BQL1)

## Table of Contents for Items Below

- a. INFORMATION FOR ORDERING OFFICES APPLICABLE TO ALL SPECIAL ITEM NUMBERS
- b. TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES (SPECIAL ITEM NUMBER 517312)
- c. Reserved.
- d. Reserved.
- e. Reserved.
- f. EXHIBIT A: Other Provider Terms
  - T-Mobile Standard Terms and Conditions
    - Attachment A - T-Mobile Additional Terms for Wireless Services
    - Attachment B - T-Mobile GeoTab Services Addendum



## **INFORMATION FOR ORDERING OFFICES APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

### **SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Acquisition Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Acquisition Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the *GSA Advantage!*<sup>™</sup> on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, *GSA Advantage!*<sup>™</sup> and the Federal Acquisition Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. **Geographic Scope of Contract**

The geographic scope of contract is domestic.

**Contractor's Service Area**

All Government locations within the scope of the contract.

2. **Contractor's Ordering Address**

T-Mobile USA, Inc.  
Government Solutions  
601 Pennsylvania Ave., Ste. 800  
Washington, DC 20004

**Contractor's Payment Address:**

T-Mobile  
P.O. Box 742596  
Cincinnati, OH 45274-2596

**Contractor's Legal Notice Address**

T-Mobile USA, Inc.  
Legal Department  
12920 SE 38<sup>th</sup>  
Street Bellevue,  
WA 98006

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number can be used by ordering agencies to obtain technical and/or ordering

assistance: Phone: Denise Young → 678-690-3569

3. **Liability for Injury or Damage**

The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. **Statistical Data for Government Ordering Office Completion of Standard Form 279**

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 06-852-8376

Block 30: Type of Contractor— Large

Business Block 31: Woman-Owned Small Business

No

Block 36: Contractor's Taxpayer Identification Number (TIN): 91-1983600

4a. CAGE Code: 3BQL1

4b. Contractor has registered with the Central Contractor Registration Database.

5. **FOB Destination**

6. **Delivery Schedule**

a. **Time of Delivery:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

**SPECIAL ITEM NUMBER**

517312

**DELIVERY TIME (Days ARO)**

4 Business Days

b. **Urgent Requirements:** When the Federal Acquisition Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. **Discounts**

Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: None

b. Quantity: None

c. Dollar Volume: None

d. Government Educational Institutions are offered the same discounts as all other Government customers.

e. Other: None

8. **Trade Agreements Act of 1979, as amended**

All items listed in the Authorized IT Pricelist are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. **Statement Concerning Availability of Export Packing**

N/A

10. **Small Requirements**

The minimum dollar value of orders to be issued is \$100.

11. **Maximum Order**

(The dollar amount is exclusive of any discount for prompt payment.)

The Maximum Order value for Special Item Number 517312– Wireless Mobility Services is \$500,000.

## 12. Use of Federal Acquisition Service Information Technology Schedule Contracts in Accordance with FAR 8.404

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Acquisition Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

- a. **Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Acquisition Schedule Contractor.
- b. **Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the “GSA Advantage!” on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider--
  - (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
  - (2) Trade-in considerations;
  - (3) Probable life of the item selected as compared with that of a comparable item;
  - (4) Warranty considerations;
  - (5) Maintenance availability;
  - (6) Past performance; and
  - (7) Environmental and energy efficiency considerations.
- c. **Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall—

Review additional Schedule Contractors'

- (1) catalogs/pricelists or use the “GSA Advantage!” on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

- d. **Blanket purchase agreements (BPAs).** The establishment of Federal Acquisition Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
  - e. **Price reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.
  - f. **Small business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
  - g. **Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.
13. **Federal Information Technology/Telecommunication Standards Requirements:** Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED- STDS), which are cited by ordering offices, shall be responded to promptly by the Contractor.
- 13.1 **Federal Information Processing Standards Publications (FIPS Pubs):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.
- 13.2 **Federal Telecommunication Standards (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of

FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. **Security Requirements.** In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.
15. **Contract Administration for Ordering Offices:** Any ordering office, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the Government's convenience, and (m) Termination for Cause (See C.1.)

An ordering office will be in default if it does not pay a sum when due or otherwise breaches the Contract. In case of default, the ordering office shall remain responsible for payment of all charges and fees due, and the Contractor shall have the right to discontinue service. In an effort to avoid service interruptions on past due accounts, the Contractor will notify a GSA-authorized point of contact of an account's past due status. For a period of up to 60 days after such notification, the Contractor and GSA will attempt to resolve the past due issue by working to identify any unapplied or misapplied payments or by encouraging the past due ordering office to make required payments, such as the case may be. After the 60-day period, the Contractor shall have the right to terminate service. Nothing herein shall alter the rights and obligations of the parties under the Prompt Payment Act. (T-Mobile's primary point of contact for escalations on payment resolution will be Denise Young (denise.young@T-Mobile.com).)

16. **GSA *Advantage!***

*GSA Advantage!* is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. *GSA Advantage!* will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse *GSA Advantage!* by accessing the Internet World Wide Web utilizing a browser (ex.: Netscape). The Internet address is [www.fss.gsa.gov/](http://www.fss.gsa.gov/).

17. **Purchase of Open Market Items**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Acquisition Schedule contract.

For administrative convenience, an ordering office contracting officer may add items not on the Federal Acquisition Multiple Award Schedule (MAS)—referred to as open market items—to a Federal Acquisition Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if—

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Acquisition Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering office contracting officer has determined the price for the items not on the Federal Acquisition Schedule is fair and reasonable;

- (3) The items are clearly labeled on the order as items not on the Federal Acquisition Schedule; and
- (4) All clauses applicable to items not on the Federal Acquisition Schedule are included in the order.

**18. Contractor Commitments, Warranties and Representations**

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
  - (1) Time of delivery/installation quotations for individual orders;
  - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
  - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

**19. Overseas Activities**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia.

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

**20. Blanket Purchase Agreements (BPAs)**

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as “a simplified method of filling anticipated repetitive needs for supplies or services by establishing ‘charge accounts’ with qualified sources of supply.” The use of Blanket Purchase Agreements under the Federal Acquisition Schedule Program is authorized in accordance with FAR 13.303-2(c) (3), which reads, in part, as follows: “BPAs may be established with Federal Acquisition Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract.”

Federal Acquisition Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up “accounts” with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

**21. Contractor Team Arrangements**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor’s Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

**22. Installation, Deinstallation, Reinstallation**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is aggregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

**23. Section 508 Compliance.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: [www.t-mobile.com](http://www.t-mobile.com).

The EIT standard can be found at [www.Section508.gov](http://www.Section508.gov).

**24. Prime Contractor Ordering from Federal Acquisition Schedules.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Acquisition Schedules, on behalf of a Federal Agency, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the Agency with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Acquisition Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from\_\_dated\_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Acquisition Schedule contract, the latter will govern.

## **TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES (SPECIAL ITEM NUMBER 517312)**

### **1. Acceptance Testing**

Once the Government has activated a line of service, the Government has 14 days to conduct testing to ensure that the service (and equipment, if applicable) are satisfactory. After 14 days of active service, the service and equipment are deemed accepted.

### **2. Equipment**

The Contractor shall make available cellular voice and data devices via Open Market. The cellular devices offered shall be compatible with the cellular access standards employed within the domestic geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided via Open Market and Government-furnished devices that conform to the cellular service furnished by the Contractor.

### **3. Warranty**

For Devices/Products acquired Open Market, the Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

#### **T-Mobile USA Inc. Limited Warranty**

- A. Limited Warranty. *This warranty is a limited warranty only and is subject to the limitations contained herein.*
- B. Parties Who Can Enforce the Warranty. *This limited warranty extends only to the Agency listed as the initial Agency on the initial T-Mobile wireless service account associated with the Unit (the Service Account). This limited warranty is not assignable or transferable to any subsequent purchaser or user. Only Agency and no other person or entity, shall have the right to enforce this limited warranty.*
- C. Identification of Covered Parts and Products. *This limited warranty covers all parts of the Unit, except any housing and cosmetic parts which shall not be covered under this limited warranty. Unit, as used in this limited warranty, means the phone receiving and transmitting equipment provided to Agency by T-Mobile USA, Inc. (Warrantor), either (A) new, or (B) as a replacement pursuant to the terms of any warranty by Warrantor, but excluding any replacement equipment or repaired equipment provided to Agency at Agency's additional cost or otherwise provided to Agency outside the scope of this limited warranty (Excluded Equipment), even if such Excluded Equipment is provided by Warrantor. Any and all Excluded Equipment is excluded from this limited warranty and may or may not be covered by a separate warranty.*
- D. Warranty Duration. *The limited warranty for the Unit extends for one (1) year (the limited warranty period) beginning on the date the Service Account was established or the date on which Agency receives the Unit, whichever is earlier. The limited warranty only covers the Unit until the end of the limited warranty period, no matter when or in what condition the Unit is provided to Agency, and does not cover any Unit provided after the termination of the limited warranty period.*
- E. Warrantors Performance Obligations. *During the limited warranty period, Warrantor will repair or replace, at Warrantors option, any defective parts of the Unit that will not operate properly*



*for their intended use, unless the defect or damage is caused by or is the result of abnormal use or conditions, improper storage, unauthorized modifications, connections, or repair, misuse, neglect, accident, alteration, improper installation, or other acts which are not the fault of Warrantor or the manufacturer of the Unit or which are not covered by the manufacturer's warranty for the Unit, including damage caused by shipping. No charge will be made to Agency for any such parts so repaired or replaced. Warrantor also will pay for the labor charges incurred by Warrantor in repairing or replacing the defective parts and shall pay for the cost of shipping any replacement parts or Unit to Agency. Warrantor will not pay the cost of rental or alternative equipment or any other expenses other than as expressly indicated above. Parts not covered by this limited warranty will be repaired or replaced by Warrantor only at Agency expense.*

*F. Agency Duties. If a problem with the Unit develops during the limited warranty period, Agency shall take the following steps:*

*(1) Agency shall promptly notify Warrantor of such problem before the expiration of the limited warranty period by telephone at T-Mobile Customer Care, 1-800-937-8997.*

*(2) Agency shall provide all information requested by Warrantors representatives during such telephone call, including Agency's name, address, telephone number, and proof of purchase;*

*(3) Agency shall agree to pay for the costs of the repair or replacement of any part of a Unit if such repair or replacement is not covered by this limited warranty, and if Agency so agrees, (a) Warrantor will ship Agency with a replacement Unit at Warrantors expense, (b) Agency will follow the instructions included with the replacement Unit, including instructions for replacing the Smart Card, and (c) following receipt of the replacement Unit, Agency shall ship the problem Unit as instructed by Warrantor via U.S. Postal Service to: T- Mobile Return Center 840 West Sandy Lake Road, Coppell, TX 75019.*

*(4) If Agency does not agree to pay for the costs of the repair or replacement of any part or Unit if such repair or replacement is not covered by this limited warranty, Agency shall ship the problem Unit pre-paid and insured via U.S. Postal Service to T-Mobile Return Center 840 West Sandy Lake Road, Coppell, TX 75019. Agency shall include a return address, daytime telephone number and/or fax number, and a complete description of the problem. Warrantor shall ship a replacement Unit to Agency only if the defective part or unit is covered by this limited warranty, and Agency will follow the instructions included with the replacement Unit, including instructions for replacing the Smart Card. Otherwise, any part or Unit sent to Warrantor and not covered by this limited warranty shall be returned freight collect without repair or replacement to Agency.*

*(5) Agency shall have no coverage or benefits under this limited warranty if agency fails to notify Warrantor of any problems during the limited warranty period or fails to follow the instructions provided to Agency by Warrantor.*

*G. Limitations on Implied Warranties. Any implied warranty of merchantability, or fitness for a particular purpose or use, shall be limited to the duration of the foregoing written limited warranty. Otherwise, the foregoing warranty is Agency's sole and exclusive remedy against warrantor and is in lieu of all other warranties by warrantor express or implied. At the expiration of the limited warranty period, warrantor hereby disclaims any and all implied warranties for the equipment, including the warranties of merchantability and fitness for a particular purpose, and Agency agrees to thereafter accept the equipment in an as is condition with all faults.*

*H. Limitations of Damages and Agency Remedies. Warrantor shall not be liable for incidental, consequential, special, punitive or other damages or a loss of anticipated benefits or profits, resulting from, related to or arising out of the purchase or use of the unit or from the breach of this limited warranty even if warrantor knew the likelihood of such damages; provided,*

however, that nothing herein shall preclude any Government right to recover compensatory damages for any personal injury associated with personal use of the equipment during the limited warranty period. Government shall have the right to recover any damages for any injury or claim or arising of or related to Agency's use of the equipment after the expiration of this limited warranty.

- I. Warranty Registration Cards. No warranty registration card need be returned as a condition for coverage under this limited warranty.
- J. Manufacturers Warranties. The manufacturer of the equipment may provide a limited warranty for the Unit. A copy of such warranty is available upon request at no cost to Agency. Agency may wish to elect the remedies provided by such manufacturers limited warranty in lieu of the remedies provided by this limited warranty.
- K. Warranty Inquiries. Questions concerning this limited warranty or the manufacturer's warranty may be directed to: T-Mobile USA, Inc., T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380.

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within ten (10) business days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) business days after notification.

#### 4. Management and Operations Pricing

The Offeror shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

#### 5. Training

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

Assistance is free of charge via T-Mobile Customer Care at (800) 937-8997.

#### 6. Monthly Reports

In accordance with commercial practices, the Contractor may furnish the Agency/User with a monthly summary activity report.

#### 7. Wireless Service Plan

- (a) Describe the wireless service plan and eligibility requirements, including, but not limited to, service area, monthly service charge, minutes included, etc.

There are many T-Mobile wireless plans available. The applicable service areas, number and type of minutes included, activation fees, and monthly recurring charges for each plan are described in detail in our GSA Authorized IT Pricelist.

- (b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

The charges for additional minutes, additional text messages, additional lines, long distance, voice mail retrieval, roaming, and additional browsing vary per plan. Each plan is described in detail in our GSA Authorized IT Pricelist.

(c) Describe corporate volume discounts and eligibility requirements. All volume discounts are built into T-Mobile's pricing.

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## T-MOBILE STANDARD TERMS AND CONDITIONS (REV 7-15-2020) (rev12-17-2020)

These Standard Terms and Conditions contain general provisions that apply to Customer's purchase and use of all Devices and Services. "Agreement" refers to the written service agreement signed by Customer for the purchase of Products and Services and all attachments, documents incorporated by reference (subject to the terms of the Schedule contract and task or purchase order) and related Order(s). To the extent the terms of this Agreement conflict with the terms of the GSA Schedule 70 contract (the "Contract") the terms of the GSA Schedule 70 contract will prevail.

T-Mobile and Customer are collectively referred to in this Agreement as the "**Parties**," and individually as a "**Party**."

### 1. Definitions

**1.1 "Charges"** means any charges, taxes, fees, surcharges and other amounts T-Mobile bills Customer applicable to Services, Products and third-party services and products invoiced under a Master Account.

**1.2 "Confidential Information"** means information, technology, materials and know-how of the other Party disclosed or acquired by the receiving Party pursuant to or in connection with this Agreement and which is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, ought to be reasonably treated as proprietary and/or confidential. The pricing terms, rate plans, discounts and credits are T-Mobile's Confidential Information.

**1.3 "Master Account"** means Customer's government master account(s) for the purchase and use of Services and Products. A Master Account may be used by Users.

**1.4 "Order"** means a written order, including an order submitted electronically and a purchase order, submitted or confirmed by Customer's authorized representatives and accepted by T-Mobile that identifies the Services and Products purchased by Customer.

**1.5 "Product"** means any equipment, devices, hardware, cabling or other materials used by Customer in connection with Services or which T-Mobile provides to Customer under this Agreement, and excludes third-party products that are not billed through the Master Account.

**1.6 "Rate Plan"** means Customer's Service allotments, such as minutes, messages or data, rates, and other terms.

**1.7 "Service(s)"** means any and all services T-Mobile provides to Customer under this Agreement, and excludes third-party services that are not billed under a Master Account.

**1.8 "User(s)"** means Customer, Ordering Activity (an entity entitled to order under the GSA Schedule contracts as defined in GSA Order ADM 4800.21, as may be revised from time to time), and, as applicable, its employees who utilize or receive Services and devices under a Master Account. User does not include individuals who purchase T-Mobile's products or services under accounts other than a Master Account.

### 2. Master Accounts.

**2.1 Eligibility.** The terms and conditions of this Agreement are customized for federal, state, and local government entities and agencies. T-Mobile defines "government entities and agencies" as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges. T-Mobile recognizes that under certain circumstances, non-governmental entities may be permitted to purchase Products and Services under this Agreement. For non-governmental entities, T-Mobile may limit the applicability of any contractual provisions specifically based on governmental rights and privileges.

**2.2 Pricing.** Prices for Services and Products are identified in the GSA Schedule Price List.

**2.3 Restrictions.** Customer agrees not to (i) resell any aspect of the Service, or (ii) bundle any aspect of the Service with any product or device not directly provided to Customer by T-Mobile, whether for profit or otherwise. Customer has no proprietary or ownership rights to a specific number, IP address, or e-mail address assigned to Customer or Customer's device as part of a Service

or Product. Customer and its Users will not use the Service or Products to send any harassing, threatening, obscene, fraudulent, unlawful, abusive or unsolicited commercial text, e-mail or other messages, or in such a way as to create damage, harm or risk to T-Mobile's business, reputation, employees, subscribers, facilities, third parties or to the public generally. Customer and its Users will not use the Services or Products in a manner that (a) accesses the accounts of others without authority; (b) tampers with, reprograms, alters, or otherwise modifies the Services or Products to circumvent any of T-Mobile's policies; (c) violates intellectual property rights; (d) conflicts with applicable laws; or (e) is not in accordance with this Agreement. The Services or Products that Customer purchases may have additional restrictions, and Customers and its Users agree to comply.

**2.4 Additional Terms.** Orders placed under Customer's Master Account are subject to the additional terms set forth in the attached exhibits as applicable to the Customer's Orders. If Customer purchases services or features that are not specifically identified in this Agreement, the T-Mobile terms and conditions applicable to that service or feature will apply.

**3. Security.** Customer will protect usernames and passwords for Customer's Master Accounts. Customer will immediately notify T-Mobile of any unauthorized use of Customer's Master Account or other security breach of Master Account information or credentials, or any fraudulent use of the Master Account, where Customer has knowledge. Customer is responsible for all Master Account usage. Customer will cooperate with T-Mobile in investigating all unauthorized use and suspected unlawful or fraudulent use associated with its Master Accounts.

**4. Billing and Payment of Charges.**

See GSA Schedule contract for payment terms and conditions.

**5. Taxes, Fees and Surcharges.**

**5.1 Taxes, Fees and Surcharges.** T-Mobile's rates and charges for Products and Services do not include taxes, nor do the rates and charges contemplate that taxes will be deducted or withheld by Customer from the payments Customer makes to T-Mobile. **Customer will not be responsible for payment of T-Mobile's direct income taxes, employment taxes, and any other tax to the extent that Customer demonstrates a legitimate exemption under applicable law.** To the extent that Customer does not demonstrate an exemption, T-Mobile will invoice Customer's Master Account for taxes (e.g., sales, use, excise, gross receipts, business activity, margin, value added, environmental and other taxes, except as otherwise specified in this paragraph), and regulatory fees and charges (e.g., E911 and public utility fees) levied by or to be remitted directly to federal, state or local authorities, or foreign governments or foreign service providers imposed on Customer or T-Mobile as a result of providing the Service or Product (collectively "**Taxes and Fees**"). Subject to the terms of the Schedule contract, T-Mobile may also invoice Customer for T-Mobile surcharges that are determined, collected and retained by T-Mobile and include charges, costs, fees and certain taxes T-Mobile incurs to provide Services that are not government taxes or fees imposed directly on its customers.

**5.2 Tax Situs.** Customer will provide accurate information to T-Mobile regarding Customer's place(s) of primary use ("**PPU**") of the Services and Products purchased under this Agreement and will notify T-Mobile of any changes to its PPU. In the absence of such information, T-Mobile, in its sole discretion, will use the best information available to determine the correct situs for Taxes and Fees and Charges applicable to the Services and Products purchased by Customer under this Agreement.

**6. Term; Termination.**

**6.1** The Initial Term and all applicable Renewal Terms, if any, will be referred to collectively herein as the "**Term**." Termination shall be in accordance with GSA Schedule contract terms and conditions.

**7. Disclaimer of Warranties.** T-MOBILE, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, "**T-MOBILE PARTIES**") MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR NON-INFRINGEMENT, . ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND PRODUCTS, EXCEPT FOR ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED BY THE MANUFACTURER WITH THE PRODUCTS OR IF CUSTOMER RECEIVED A WRITTEN "T-MOBILE LIMITED WARRANTY" WITH A PRODUCT. ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTS, OR BY ANY OF T-MOBILE'S AGENTS (EXCEPT FOR THE "T-MOBILE LIMITED WARRANTY"), ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY T-MOBILE PARTIES. T-MOBILE PARTIES DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON THEIR BEHALF AND CUSTOMER WILL NOT RELY ON ANY SUCH STATEMENT. T-MOBILE PARTIES DO NOT WARRANT THAT THE INFORMATION,

PRODUCTS, PROCESSES, AND SERVICES AVAILABLE THROUGH THE SERVICE OR PRODUCT WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE. T-MOBILE PARTIES DO NOT GUARANTEE THAT CUSTOMER'S COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT CUSTOMER COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR. CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING VIRUS AND OTHER INTERNET SECURITY PROTECTIONS WHEN ACCESSING THE INTERNET, SERVICES AND THIRD PARTY PRODUCTS AND SERVICES. SOME STATES MAY LIMIT THE DISCLAIMER OF CERTAIN REMEDIES AND THE FOREGOING APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulation, and the Contract Disputes Act, 41 USC 7101-7109.

**8. INTENTIONALLY OMITTED**

**9. Disclaimers and Limitation of Liability.**

**9.1 Disclaimers.**

**9.1.1** T-Mobile Parties are not liable to Customer, Customer's Affiliates, Users, agents or any third parties for any damages arising from or related to (i) Customer's or its User's use of the Service, the Products, the network, including without limitation damages for loss of privacy, security, personal injury or property damage, interruption or failure of Service, malfunctioning Services or Products, loss of data, cost of replacement products and services, lost profits, or inability to use the Service or Product; (ii) any act or omission of a third party, including an underlying carrier, service provider or a dealer, or provider of third-party products and services, or (iii) any causes beyond the reasonable control of the T-Mobile Parties, including network failures or outages, failures to make or receive 9-1-1 calls or receive 9-1-1 location services, lack of coverage, acts of God, natural disasters and government actions, even if T-Mobile Parties have been advised of the possibility of damages. T-Mobile Parties are not responsible for any download, installation, use, transmission failure, interruption, or delay related to any third party services, products, content, advertisements, or websites a Customer or its Users may be able to access by using the Services or Products, even if Charges for the third party products appear on the T-Mobile invoice.

**9.1.2** IN NO EVENT WILL EITHER PARTY, OR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF SALES, LOSS OF INVESTMENT OR OTHER EXPENDITURES, INVESTMENTS, OR COMMITMENTS) HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT EITHER PARTY OR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 USC 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information.

**10. Privacy.** T-Mobile receives limited personal information necessary to allow T-Mobile to manage the relationship with Customer under Customer's Master Account, such as the business contact information of the employee Customer designates to manage the Master Account. T-Mobile also generates personal information through operation of the services provided, for example details of calling history and call locations, which are considered Customer Proprietary Network Information ("**CPNI**") under FCC rules, and other important information related to use of data services, which is not CPNI. T-Mobile will collect, use, disclose, or otherwise process such information, and will protect the security, integrity, and confidentiality of such information, in accordance with its privacy policy at [www.t-mobile.com/privacy](http://www.t-mobile.com/privacy), as amended from time to time, and Section 11 (Confidentiality) hereto, as applicable.

**11. Confidentiality.** During the Term and for two (2) years after the expiration or termination of the Agreement, each Party receiving information (the "**Receiving Party**") will retain in confidence the other Party's Confidential Information. Customer acknowledges and agrees as of the Effective Date, Customer has not provided T-Mobile any Confidential Information that is not specifically designated as such. Neither Party will use any Confidential Information disclosed under this Agreement for any purpose other than the fulfillment of this Agreement. Each Party will protect Confidential Information of the other Party and take precautions at least as great as those taken to protect its own confidential information of a similar nature. Each Party will also notify the other promptly in writing in the event such Party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other Party and will cooperate in good faith to remedy such occurrence to the extent reasonably possible. The restrictions set forth in this Section will not apply to any

information that: (a) was known by the Receiving Party without obligation of confidentiality prior to disclosure thereof by the other Party; (b) was in or entered the public domain through no fault of the Receiving Party; (c) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; (d) is required to be disclosed by applicable laws or regulations (but in such event, only to the extent required to be disclosed); or (e) is independently developed by the Receiving Party without reference to any Confidential Information of the other Party. The Receiving Party may disclose the other Party's Confidential Information to the Receiving Party's directors, officers, members, managers, employees, auditors, consultants, financial advisors, lenders, attorneys and existing and potential third-party financial investors. Such disclosures will only be made on a need-to-know basis, and in the case of third-parties, subject to a non-disclosure agreement between the relevant Party and such third party. Each Party will return or destroy to the other all materials, in any medium, which contain or reveal all or any part of any Confidential Information of the other Party upon request, provided however that the Receiving Party may retain copies of Confidential Information to the extent required for legal or regulatory purposes and will not be required to delete electronic Confidential Information stored in any disaster recovery or archival storage in accordance with its policies and provided that any such retained Confidential Information will continue to be subject to the terms of this Agreement.

**11.1 FOIA.** T-Mobile acknowledges that the Agreement and the Confidential Information may be subject to disclosure under Federal law, in whole or in part, including under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively "FOIA"). Customer will provide T-Mobile with prompt notice of any FOIA requests or intended disclosures, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of T-Mobile Confidential Information.

**12. Assignment.** This Agreement may be transferred or assigned only in accordance with the procedures of FAR Part 42.12.

**13. Notices.** Unless expressly stated otherwise herein, all notices will be given in writing and will be deemed to have been duly given and effective: (a) upon receipt if delivered in person; (b) one day after deposit prepaid with a national overnight express delivery service; or (c) three days after deposit in the United States mail. Either Party may change the following contact information upon written notice to the other Party. Notices will be delivered or transmitted to:

If to Customer:  
See GSA Schedule  
or  
Task Order (as applicable)

If to T-Mobile:  
  
T-Mobile USA, Inc.  
12920 S.E. 38th Street  
Bellevue, WA 98006  
ATTN: Vice President, T-Mobile for Government

With an email copy to:  
Legal\_Government\_Contracts@t-mobile.com

**14. Severability.** If any provision of this Agreement is held to be inapplicable or unenforceable, then such provision will be construed, as nearly as possible, to reflect the intentions of the Parties with the other provisions remaining in full force and effect, and the balance of the provisions will remain unaffected.

**15. Governing Law.** The laws of the United States of America, without regard to the conflict of laws or choice of law provisions thereof.

**16. Account Access Authorization.** Customer authorizes T-Mobile's authorized support staff to access Customer's Master Accounts to perform maintenance, service, or security functions where warranted by T-Mobile business or security procedures, even in the absence of a direct request from the Customer. For example, such access includes but is not limited to: change of address where T-Mobile receives notice of such a change from the US Postal Service, or the of security passwords where we detect a password compromise.

**17. Account Management (Customer Authorization).** Customer may authorize a third party to act as Customer's agent ("Customer Agent") for purposes of procuring necessary support services related to this Agreement, subject to the following conditions. This

authorization is valid for the Term of this Agreement and may not be modified except pursuant to a written amendment signed by Customer and T-Mobile.

**17.1** Customer remains fully responsible for any obligations incurred under this Agreement, whether due to changes Customer or its Customer Agent requests for Customer's account;

**17.2** Customer will ensure that its Customer Agent has agreed to confidentiality and/or non-disclosure terms that are at least as protective of T-Mobile's Confidential Information as contained in this Agreement;

**17.3** Customer consents to T-Mobile's disclosure of Customer's Confidential Information (as this term is defined herein) and Customer Proprietary Network Information, as defined in the Communications Act of 1934, as amended, 47 U.S.C. § 222, (1996) to its Customer Agent, and waives any claim against T-Mobile for any damages, expenses, costs, or liabilities arising from such disclosure;

**17.4** Customer fully acknowledges, understands and accepts that there may be foreseeable and unforeseeable risks, including, but not limited to, increased risks of fraud to Customer's account or improper disclosure of Customer's account information, related to Customer's request that Customer Agent personnel be granted access to Customer's accounts. Accordingly, Customer releases T-Mobile from liability arising out of or related to the acts or omissions of Customer Agent. This shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 USC 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule Contract.

**17.5** Activations of new lines of Service under this Agreement will continue to be activated through the T-Mobile Government Account Team assigned to Customer's Master Account; provided that such activation requests may be made by Customer or its Customer Agent; and

**17.6** Customer agrees to be bound by the terms of any and all T-Mobile's Equipment Installment Program ("EIP") or lease agreements signed by a Customer Agent on behalf of Customer.

**18. Technology Evolution.**

**18.1** In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its Services, Products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Agreement to the contrary, subject to the terms and conditions of the Schedule contract, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection 18.2 below, to: (a) migrate Customer to a replacement technology; or (b) discontinue any Service, Product, network standard, or technology without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Service, Product, network standard, or technology.

**18.2** If T-Mobile takes any action set forth in subsection 18.1 above, T-Mobile will provide advance notice reasonably designed to inform Customer (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (a) listed in the Agreement for Customer, (b) T-Mobile uses for billing, or (c) set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

**19. Use of Name, Service Marks, Trademarks.** Neither Party will use any trade name, trademark, service mark, trade dress or logo of the other Party or its Affiliates in any advertising, promotions or otherwise unless authorized by a separate written agreement.

**20. Entire Agreement.** These T-Mobile Standard Terms and Conditions constitute an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s). The Agreement and any exhibits, addenda and documents incorporated by reference (subject to the terms of the Schedule contract and task/purchase order) are intended to be consistent with and supplementary to each other. To the extent this Agreement conflicts with the terms of the Schedule contract, the terms of the Schedule contract will prevail. Order of precedence will be determined consistent with FAR 52.212-4(s). Any amendments to this Agreement must be in writing and signed by a warranted contracting officer and by a Vice President of Sales for T-Mobile, unless otherwise set forth in this Agreement. Any amendments



signed by someone other than a Vice President of Sales for T-Mobile or a Divisional Director of Sales under an express delegation of authority will be null and void. A Party's failure at any time to require strict performance by the other or any User of any of the provisions herein will not waive or reduce a Party's right to thereafter require strict compliance with any provision of this Agreement. References to Uniform Resource Locators ("**URLs**") in the Agreement include any successor URLs designated by T-Mobile.

**21. Survival.** The following provisions, and any other provisions that may reasonably be construed as surviving, and all others that by their sense and context are intended to survive, will survive any termination of this Agreement for any reason: Sections 4 (Billing and Payment of Charges), 5 (Taxes, Fees and Surcharges), 6 (Term; Termination), 7 (Disclaimer of Warranties), 8 (Indemnification); 9 (Disclaimers and Limitation of Liability), 11 (Confidentiality), 12 (Assignment), 14 (Severability), 15 (Governing Law), 18 (Technology Evolution), 21 (Survival), and the terms and conditions related to Customer's use of other T-Mobile services.

## Attachment A - T-Mobile Additional Terms for Wireless Services

1. **Definitions.** For purposes of Wireless Services, the following defined terms apply to this Attachment A to the T-Mobile Standard Terms and Conditions.

1.1 **“Services”** means wireless services provided under a Master Account.

1.2 **“Devices”** or **“Products”** means any equipment, for which T-Mobile provides Service, such as a phone handset, tablet, or SIM card.

1.4 **“Network”** means T-Mobile’s owned wireless network.

2. **Pricing.** Pricing is set forth in the GSA Schedule contract. T-Mobile Rate Plans have month-to-month Service terms and Customer may terminate a Master Account line of Service at any time. Customer remains responsible for all Charges incurred through the end of such Master Account line’s Service term. Customer’s use of the Service will be in accordance with the terms and conditions of the Schedule contract and Schedule Price List. To the extent this Agreement conflicts with the Schedule contract, the terms of the Schedule contract will prevail.

3. **Orders.** Orders will be processed pursuant to T-Mobile’s standard activation procedures and must be approved by a warranted contracting officer. By placing an Order for Devices, Customer agrees that Devices are intended to be activated on T-Mobile’s Service for use only by Customer and its employees, and Customer will not materially modify the Devices’ hardware or preloaded software, or assist any third party in doing so, in a way that would lead to security risks. For the avoidance of doubt, the foregoing restriction does not prohibit Customer from adding applications or third party services to Devices in accordance with the Agreement. Devices are subject to availability. The delivery address must fall within T-Mobile’s licensed Service area. If Customer has a Device or accessory under T-Mobile’s Equipment Installment Program (“EIP”) or lease, then Customer will refer to the terms and conditions of that agreement.

4. **Activation Fees.**

5. **Changes. INTENTIONALLY OMITTED**

Except as described for Rate Plans with a price-lock guarantee, T-Mobile may change Rate Plans and their terms made available to lines of Service or Devices at any time. If the change to Customer’s Service or Rate Plan is material, and is likely to have a material adverse effect on Customer, T-Mobile will provide Customer with a minimum of fourteen (14) days’ notice prior to the change. Material changes must be incorporated into the contract using a bilateral modification. Rate Plan changes will be effective as of Customer’s next billing cycle

6. **Service Availability, Service Coverage.**

6.1 Service is available to a Device only when it is within the operating range of T-Mobile’s Network or the network of an operator with which T-Mobile has an applicable roaming agreement. Coverage maps are available at [www.t-mobile.com](http://www.t-mobile.com) and are only estimates of our anticipated coverage area outdoors. Customer’s actual Service area, network availability, coverage, and quality may vary and change without notice based upon a number of factors, including network capacity, terrain, weather, if Customer’s Users are on a private or public Wi-Fi network, using a non-T-Mobile Device, or if a Device no longer supports network technologies compatible with or available on T-Mobile’s network. Outages and interruptions in Service may occur, and speed of Service varies. Devices also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadband-capable Devices, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and Service availability.

6.2 T-Mobile engineers its Network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. In those cases, customers who choose certain rate plans may notice speeds lower than customers on other T-Mobile branded rate plans, which are prioritized higher on T-Mobile’s network. Further, to provide the best possible on-device experience for the most possible customers on T-Mobile branded rate plans and to minimize capacity issues and degradation in network performance, T-Mobile may, without advance notice, take any actions necessary to manage its network on a content-agnostic basis, including prioritizing all on-device data over Smartphone Mobile HotSpot (tethering) data and further prioritizing the data usage of a small percentage of heavy data users, specifically those using more than 50GB of data in a billing cycle, below that of all other customers in times and locations where there are competing customer demands for network resources, for the remainder of the billing cycle.

**6.3** Devices must be used predominantly within the T-Mobile-owned Network coverage area. Devices may connect to another provider's network ("**Off-Net**") even when Users are within the T-Mobile coverage area. Customer and its Users should check Customer's Device(s) to determine if Customer is Off-Net. Customer should not abuse Off-Net usage or T-Mobile may limit or terminate Customer's Service. T-Mobile may limit or terminate the affected line of Service in T-Mobile's discretion if (a) more than 50% of a User's voice and/or data usage is Off-Net for any two billing cycles within any twelve (12) month period; (b) a User's Off-Net usage makes it unreasonable for T-Mobile to provide Service to such User; or (c) related to T-Mobile's arrangements with an Off-Net provider. If a User's Off-Net voice usage, data usage or messaging usage exceeds its associated rate plan allotment, such Users will be alerted and access to Off-Net coverage may be suspended or denied Location services, including 9-1-1 location services, may not be available in Customer's area and are subject to the Service limitations set forth in Section 6 of this Attachment A.

**6.4 Compatibility of Wireless Products and Services.** Products may not be compatible with services provided by other wireless carriers, except for services provided in connection with roaming agreements. T-Mobile Devices may have a software programming lock that protects certain of the phone's operating parameters against unauthorized reprogramming. T-Mobile does not guarantee current or future compatibility of wireless Products or Services with third party products, features or applications. Apparent compatibility or notice from T-Mobile of compatibility is not a T-Mobile endorsement of a third party product, feature or application. Unless otherwise stated in the Agreement, T-Mobile may, in its sole discretion and at any time, disable or discontinue use of any third party product, feature or application with the Services or Products, and Customer may not receive a refund for any unused portion of the data content.

## **7. Portability.**

**7.1** Customer has no proprietary or ownership rights to a specific number ("**Number**"), IP address, or e-mail address assigned to Customer or Customer's Device. Customer may be able to transfer a Master Account User's Number to or from another provider with whom T-Mobile has a porting relationship in accordance with T-Mobile internal business policies and procedures. For additional information about local number portability, please contact Corporate Customer Care at (800) 375-1126 or email T-Mobile at Businesscare@t-mobilesupport.com. Customer acknowledges that the Device may not be compatible with the network and services provided by another service provider. Customer may buy Devices from T-Mobile, or from someone else, however, all existing account transfers will be handled in accordance with the terms of this Section 7. Unless authorized by T-Mobile in writing, Customer will not use a Number on the Network for any purpose other than access to the public switched telephone network.

**7.2** Upon submitting a change of responsibility ("**COR**") request, Customer consents to change both the billing and legal responsibility for the applicable Customer's corporate liable lines ("**CL**") from Customer's responsibility for the CL lines to Customer's employee(s)' responsibility, and Customer agrees to accept both the billing and legal responsibility for the employee(s)' individual liable line(s) ("**IL**"), once released by the employee(s).

## **8. Billing and Payment of Charges.**

### **8.1 iBilling and iAnalyst Billing Service.**

**8.2** Unused minutes or other allocated Services (e.g., text messages, data transmission) expire at the end of the billing cycle unless otherwise expressly stated by such Rate Plan's terms and conditions. Airtime usage is measured from the time the Network begins to process a call (before the call rings or is answered) through its termination of the call, or if applicable, any fraction of a minute of usage is rounded up to the next full minute. Depending on the Rate Plan, data usage may be rounded up at the end of each data session, at the end of Customer's billing cycle, and/or at the time Customer switches data plans. See [www.t-mobile.com/business](http://www.t-mobile.com/business) for Rate Plan details. T-Mobile may change Customer's billing cycle at any time, subject to the terms of the Schedule Contract and task/purchase order.

**9. International Roaming and Dialing.** All countries may not be available for roaming and available countries may change from time to time. See [www.t-mobile.com](http://www.t-mobile.com) for information on international access, rates, Services and coverage. Different rates and rounding increments apply in different countries. See [www.t-mobile.com](http://www.t-mobile.com) for information on international access, rates, Services and coverage. While roaming internationally, User data throughput may be reduced, and User Service may be otherwise limited or terminated at any time without notice. Except in the case of fraudulent or suspicious activity, or activity posing imminent risk to T-Mobile or Customer, T-Mobile will make reasonable efforts to notify Customer prior to termination of User Service. Customer is responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with User Devices. Billing of roaming charges, data usage and minutes of use or Services may be delayed or applied against included data allotments, minutes or Services in a subsequent billing cycle. Customer may request that T-Mobile block a Master Account line of Service from placing international calls ("**International Dialing Block**") by calling Business Customer Care or by Email at Businesscare@t-mobilesupport.com. The availability of, and access to, emergency calling services (e.g., 911 in the U.S.), may vary by country. Customer and its Users must familiarize themselves with how to access these services before using the Devices for international roaming.

**10. Lost/Stolen Devices.** If Customer's Device is lost or stolen ("**Lost Device**"), Customer must (a) promptly notify T-Mobile and T-Mobile will suspend Service for the Lost Device; and (b) provide T-Mobile with reasonable documentation T-Mobile requests (such as a copy of a filed police report if the Device is stolen) within fourteen (14) days. Once Customer notifies T-Mobile that Customer's Device is lost or stolen ("**Lost Device**"), T-Mobile will suspend Customer's Service and Customer will not be responsible for additional usage Charges incurred in excess of Customer's Rate Plan Charges, applicable taxes, fees, and surcharges. If Customer completes the above requirements, Customer will not be liable for additional usage Charges incurred in excess of Customer's Rate Plan Charges, applicable taxes, fees and surcharges. If Customer purchased a Device through T-Mobile's EIP Program, Customer remains obligated for the total payments due on the Device. If Charges are incurred before Customer notifies T-Mobile, Customer is not liable for unauthorized Charges. However, the fact that Customer's Device was used is some evidence of authorization. Customer may request that T-Mobile investigate Charges Customer believes to be unauthorized. T-Mobile may ask Customer to provide information to support Customer's request. If T-Mobile determines the Charges were unauthorized, T-Mobile will credit Customer's account. If T-Mobile determines the Charges were authorized, T-Mobile will inform Customer within thirty (30) days and Customer will be responsible for all Charges incurred. If Customer requests that the Service not be suspended on the Lost Device, Customer will remain responsible for all Charges incurred under that specific line of Service. T-Mobile may prevent a lost or stolen Device from registering on T-Mobile's and other networks.

**11. Service Cancellation, Exchange, and Returns.** Customer may cancel a new line of Service within thirty (30) days of activation ("**Cancellation Period**") by contacting T-Mobile and returning any Device(s) Customer purchased with Service in Like New condition (defined below). Customer may exchange or return a Device within 30-days from the Device or accessory purchase date ("**Return Period**"). Only Like New Devices returned with proof of purchase to Customer's T-Mobile account representative or team, or the location from which the Device was purchased within the Cancellation or Return Period are eligible for a refund of the purchase price. Refunds and exchanges will be less any rebates received and shipping costs. Certain promotional offers may require Customer to return all items received with the Device and could cause Customer to become ineligible for promotional discounts. Certain accessories, such as earpieces, may not be refunded or exchanged in some jurisdictions. A "**Like New Device**" is a Device purchased from T-Mobile, in its original packaging with all contents, undamaged, and in good working condition with no material alterations to the Device's hardware or software, as determined by T-Mobile in its sole discretion. Except for the 30-calendar day Return Period, the cancellation and return policies in this Section 11 will not apply to Customers who purchase Device(s) through T-Mobile's EIP or a T-Mobile leasing program and the terms of that program's agreement will supersede and control the purchase or lease of those Devices.

**12. Third Party Equipment.** If Customer uses third party equipment, handsets or devices that are not provided to Customer directly by T-Mobile ("**Third-Party Equipment**") with the Service, Customer acknowledges and agrees: (a) T-Mobile will not accept any returns of the Third Party Equipment; (b) Customer and its Users use the Third-Party Equipment at Customer's own risk and T-Mobile provides no warranty of any kind on the Third-Party Equipment; (c) T-Mobile will not offer or provide Customer Care services for the Third-Party Equipment; (d) the Third-Party Equipment may not function properly with the Service or applicable network; and (e) Customer will be responsible for monthly service charges accrued from the date T-Mobile fulfills an order for a Subscriber Identity Module ("**SIM**"). T-Mobile disclaims all liability for Use of Third-Party Equipment in accordance with Section 9 of the Agreement. In the event that T-Mobile certifies or endorses the use of certain Third-Party Equipment with the Service, the above provisions will still apply. Customer is responsible for any impairment, interference, or harm caused by Third-Party Equipment.

**13. Third Party Products.** Customer can purchase services and products ("**Third Party Products**") using its Devices, and charges for these purchases may be included in Customer's Master Account invoice. Customer may block purchases of Third Party Products by emailing T-Mobile at [businesscare@t-mobilesupport.com](mailto:businesscare@t-mobilesupport.com), or contacting Customer Care at (800) 375-1126. Customer's download of Third Party Products is at its own risk. Unless otherwise stated, any support questions for Third Party Products should be directed to the third-party seller identified at the point of purchase. Some Third Party Products may require Customer's agreement to a license or other terms with the third party. Some Devices or Third Party Products may contact the Network without Customer's knowledge, which may result in additional Charges, such as while roaming internationally. To use, download, or install Third Party Products that Customer purchases from T-Mobile, the Third Party Products are licensed to Customer by T-Mobile and may be subject to additional license terms between Customer and the creator/owner of the Third Party Products. Whether purchased from T-Mobile or a third-party seller, any Third Party Products Customer purchases are licensed for personal, lawful, non-commercial use on User's Device only. Customer may not transfer, copy, or reverse engineer any Third Party Products, or alter, disable or circumvent any digital rights management security features embedded in the Third Party Products. Customer may refer to T-Mobile's Privacy Policy as well as the Third Party Products creator or owner's privacy policy for information regarding the collection, use and retention of information collected when a User downloads, installs, or uses any Third Party Products. If Customer or Customer's End Users choose to download, access, or otherwise use Location Based Services ("**LBS**"), including Third Party Products, Customer agrees that any access, use, or disclosure of location information of Customer or Customer's End Users is governed by the terms and conditions set forth by the LBS provider, including the LBS provider's privacy policy, subject to the terms and conditions of the Schedule Contract and task/purchase order. Customer is solely responsible for determining its obligations under and ensuring its compliance with applicable laws and regulations governing the use of LBS or requiring notice or consent, including but not

limited to requirements under the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.). Customer further acknowledges that (i) T-Mobile is not responsible for notifying End Users using Customer lines upon which Customer or Customer's End Users has enabled LBS that end-user location information may be accessed, used or disclosed in connection with LBS and (ii) such use may require notification by Customer to its End Users.

**14. 911 calls.** Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice over LTE ("VoLTE"). If Users cannot make a voice call to 911, T-Mobile recommends that Users use an internet-based Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. T-Mobile Real-Time Text ("RTT") technology is available on T-Mobile's network and can be used on select devices to contact 911. For more information, see [www.t-mobile.com/accessibilitypolicy](http://www.t-mobile.com/accessibilitypolicy).

**15. Additional Terms for Plans and Other Features.** The following terms apply to Customer's Master Account data plans. To the extent any data plan terms expressly conflict with the terms in this Agreement, the Schedule contract terms will govern.

**15.1 Permissible and Prohibited Uses.** Customer's data plan is intended for Web browsing, messaging, and similar activities. Certain activities and uses of the Services and Devices are permitted and others are not. If Customer buys, leases, or finances a Device manufactured for use on the Network, Customer agrees that it intends it to be activated on our Service and Customer will not resell or modify the Device, or assist anyone doing so. Examples of permitted uses include but are not limited to: (a) voice calls; (b) web browsing; (c) messaging; (d) email; (e) streaming music; and (f) Tethering a Device to other non-harmful devices pursuant to the terms and conditions and allotments the associated Rate Plan. Examples of prohibited uses include but are not limited to: (aa) except for a T-Mobile provided equipment, using a repeater or signal booster; (bb) compromising Network security or capacity, degrading Network performance, use of malicious software or "malware", hindering other customers' access to the Network, or otherwise adversely impacting Network service levels or legitimate data flows; (cc) using applications which automatically consume unreasonable amounts of available Network capacity; (dd) using applications which degrade network capacity or functionality; (ee) misuse of the Service, including "spamming" or sending abusive, unsolicited, or other mass automated communications; (ff) monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals; (gg) unauthorized reprogramming or "unlocking" of a Device's software programming lock; (hh) tampering with, reprogramming, altering, or otherwise modifying Customer's Devices to circumvent any of T-Mobile's policies or violate anyone's intellectual property rights; (ii) causing harm or adversely affects T-Mobile, the Network, T-Mobile customers, employees, business, or any other person; and (jj) causing T-Mobile to violate applicable laws and regulations.

**15.2 Protective Measures.** T-Mobile engineers our network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. To provide the best possible experience for the most possible T-Mobile customers and to minimize capacity issues and degradation in Network performance, T-Mobile may, without advance notice, take any actions necessary to manage the Network on a content-agnostic basis, including, prioritizing the data usage of a small percentage of unlimited high-speed data customers who use the highest amount of data below that of other customers in times and locations where there are competing customer demands for Network resources, for the remainder of the billing cycle. Where the Network is lightly loaded in relation to available capacity, a customer whose data is de-prioritized will notice little, if any, effect from having lower priority. This will be the case in a vast majority of times and locations. At times and locations where the Network is heavily loaded in relation to available capacity, however, these customers will likely see significant reductions in data speeds, especially if they are engaged in data-intensive activities. T-Mobile constantly works to improve Network performance and capacity, but there are physical and technical limits on how much capacity is available, and in constrained locations the frequency of heavy loading in relation to available capacity may be greater than in other locations. When Network loading goes down or the customer moves to a location that is less heavily loaded in relation to available capacity, the customer's speeds will likely improve. See [www.T-Mobile.com/OpenInternet](http://www.T-Mobile.com/OpenInternet) for details and for current data amount subject to this practice

**15.3 Service Limitations, Connectivity and International Use.** Customer acknowledges and agrees that a User's use of any Wi-Fi network is permissible and that Customer (and not T-Mobile) is solely responsible for all charges associated with a Master Account User's use of the Service. Cell Broadcasts (alerts that go to certain customers) and Wireless Priority Service (WPS) may not be available with Wi-Fi Calling. Calls from certain designated countries and destinations\* over Wi-Fi are \$.25/min (no charge for Wi-Fi calls to US, Mexico and Canada). Calls made over Wi-Fi outside of designated countries and destinations\* will be charged standard international roaming rates. Customer will pay for all internet access charges incurred by Master Account Users. (\*Except as indicated in this Agreement, T-Mobile offers travel without limits with unlimited data and texting in 210+ countries and destinations at no extra charge. The list of 210+ countries and destinations is subject to change at T-Mobile's sole discretion. Visit [www.t-mobile.com/coverage/roaming](http://www.t-mobile.com/coverage/roaming).)

**15.4 9-1-1 and Emergency Alerts Service and Wi-Fi Calling.** Customer agrees and will inform all Master Account Users as follows:

Services or Software provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than services offered by T-Mobile, or may not work at all. **T-Mobile is not responsible for failures to**

**connect or complete 911 calls or text to 911 messages or if inaccurate location information is provided. 911 service may not be available or reliable and Customer's ability to receive emergency services may be impeded.** T-Mobile cannot assure Customer that if Customer places a 911 call or text Customer will be found.

**15.5 Emergency Alerts.** T-Mobile has chosen to offer wireless emergency alerts, within portions of our coverage area, on wireless alert capable Devices. There is no additional charge for these wireless emergency alerts. For details visit: [www.t-mobile.com/responsibility/consumer-info/safety/wireless-emergency-alerts](http://www.t-mobile.com/responsibility/consumer-info/safety/wireless-emergency-alerts).

T-Mobile may use a variety of information and methods to determine the location of a 9-1-1 call, including T-Mobile's GSM wireless Network if available in a User's location, or the location of a User's Primary Address. Even with this information, Customer acknowledges that an emergency operator may not be able to receive or use the address information (or a User's phone number) to locate the User in order to provide emergency services. If a User dials 9-1-1 while outside the U.S., 9-1-1 services may not be available. Customer is required to provide T-Mobile with a valid address for the location at which Customer's Master Account Users primarily use Wi-Fi Calling ("**Primary Address**"). If Customer does not provide T-Mobile with a Primary Address, T-Mobile may block Users' usage of certain Wi-Fi networks. If such address changes, either temporarily or permanently, Customer will register the new address with T-Mobile. T-Mobile assumes no responsibility for securing the Primary Address. When Users use Wi-Fi Calling Service away from the Primary Address, T-Mobile may have no or very limited information about the User's location, which could result in (i) a 9-1-1 call being routed to an out-of-area public safety agency; (ii) the public safety agency receiving incomplete information about the User's call and the User's location; or (iii) a User's 9-1-1 call being routed to an emergency response center, which will ask the User for the User's location and use that information to route the call to a public safety agency.

**15.6 Text-to-911:** Text to 9-1-1 may be available in some locations where T-Mobile Service is provided and is dependent on the public safety agency's ability to receive text messaging. T-Mobile recommends that Customer uses voice communications as its primary method of contacting 9-1-1.

Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice over LTE ("**VoLTE**"). If Users cannot make a voice call to 911, T-Mobile recommends that Users use an internet-based Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. T-Mobile Real-Time Text ("**RTT**") technology is available on T-Mobile's network and can be used on select devices to contact 911. For more information, see [www.t-mobile.com/accessibilitypolicy](http://www.t-mobile.com/accessibilitypolicy).

**15.7 911 Access:** 911 services are made possible by state and local governments. T-Mobile handsets are capable of making calls to 911 in the United States, and 911 access is available to customers regardless of rate plan. The handset must have battery power and connectivity to complete a 911 call. When making 911 calls, Customer's Users must be prepared to provide information about where the User(s) are located. In some cases, 911 communications center operators may not know the User's phone number or have information about that User's location. Other third-party entities are involved in connecting a 911 call and T-Mobile does not determine the public safety agency to which the 911 call is routed. If Customer is porting a phone number to or from T-Mobile, T-Mobile may not be able to provide Customer with some Services, such as 911 location services, while the port is in process. If any User is outside the U.S., such User may have to dial a different number than 911 to call emergency services.

**15.8 Wi-Fi Calling.** Wi-Fi Calling services use an internet connection to make calls, ("**Wi-Fi Calling**"), including 911 calls, and calls to 911 using Wi-Fi calling operate differently than traditional 911. When enabling Wi-Fi Calling, Customer must provide T-Mobile with the primary street address at which the Wi-Fi Calling service will be used ("**Registered Location**"). If Customer's Users call 911 over Wi-Fi, T-Mobile will provide Customer's Registered Location to the public service entity that answers the call, and it may be used to help emergency responders locate a User. Customer agrees to update its Registered Location if Customer's Users use Wi-Fi service at a different location. Customer can update its Registered Location by contacting T-Mobile Customer Care.

**15.9 Location Based Services.** If Customer downloads or accesses location based services through wireless Services and Products ("**Location Based Services**"), Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of Customer's Products pursuant to the terms and policies of the Location Based Service purchased by Customer, including the Location Based Service provider's privacy policy. Customer must clearly, conspicuously and regularly notify all of its Users using Customer lines upon which Customer has enabled Location Based Services that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. In addition, if Customer will be using Location Based Services to track or collect the location of end users that Customer knows, or reasonably should know, are under 13 years of age, Customer will be responsible for complying with all applicable notice and consent requirements in accordance with the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.) and any other applicable laws. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS T-MOBILE PARTIES AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF CUSTOMER'S USE OF

LOCATION BASED SERVICES AND CUSTOMER'S FAILURE TO NOTIFY USERS OF CUSTOMER'S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON CUSTOMER LINES.

**16. Network Security.** T-Mobile has the right, but not the obligation, to monitor and inspect all network traffic to and from Customer to protect Customer, T-Mobile's network, and others using the Service from communications that pose a security threat. Customer agrees that T-Mobile's exercise or non-exercise of this right will not result in a breach of this contract and that Customer will not initiate any legal action related to the exercise or non-exercise of this right, or any action or inaction by T-Mobile based on that monitoring and inspection activity.

## Attachment B

### **T-MOBILE GEOTAB SERVICES ADDENDUM**

This T-Mobile Geotab Services Addendum (“Addendum”), which shall be effective as of the date of the order (“Addendum Effective Date”).

If the Customer or any procuring Agencies purchase any of the fleet tracking services, devices, software, or products (collectively, “Geotab Products”) provided by Geotab Inc. (“Geotab”), the following terms and conditions will apply. References to “Agreement” in this Addendum means the current and executed order for purchase and sale of wireless mobile services and solutions between the Customer and T-Mobile (the “Agreement”) pursuant to T-Mobile GSA Schedule.

- 1. Geotab Product End User Terms.** Customer’s use of the Geotab Products is subject to a separate agreement between Customer and Geotab (the “Geotab End User Agreement”). Customer is responsible for agreeing to the Geotab End User Agreement in the manner required by Geotab. If Customer does not agree to the Geotab End User Agreement, Customer should not enter into this Addendum or use the Geotab Products. The Geotab End User Agreement is solely between Geotab and Customer. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under, the Geotab End User Agreement.
- 2. Responsibility for Geotab Products.** Except for billing for the Geotab Products, as described further in Section 3 below, the Geotab Products are controlled and provided by Geotab and not by T-Mobile. T-Mobile expressly disclaims all liability related to or arising from the Geotab Products, including Customer’s use of the Geotab Products, or liability related to or arising from any updates, modifications, outages, failures, corruption of data, loss of data, discontinuance of services, or termination of Customer’s account by Geotab. T-Mobile does not control and is not responsible or liable for how Geotab or the Geotab Products transmit, access, store, or use data.
- 3. Billing; Fees.** T-Mobile will invoice Customer for the Geotab Products, and Customer will pay to T-Mobile all fees for the Geotab Products. The fees for using the Geotab Products are listed in the GSA Pricing Schedule or the applicable Customer order. If Customer disputes any fees, Customer should contact T-Mobile.
- 4. Updates to These Terms.** Notwithstanding anything to the contrary in the Agreement, the Parties acknowledge that the terms of this Addendum may be changed, modified, supplemented, or updated by T-Mobile from time to time by notice from T-Mobile to Customer via: (a) a prompt that will allow Customer to read the new or modified terms; or (b) by electronic mail. If the change, modification, supplement or update will have a material adverse effect on Customer, T-Mobile will provide Customer with a minimum of fourteen (14) days’ notice of the change, modification, supplement or update. A material change must be incorporated into the contract using a bilateral modification.
- 5. Network Service.** T-Mobile makes wireless connectivity and certain data services available to Customer through the Geotab Products. The “Network Service” means the wireless services provided to Customer by T-Mobile, which are subject to the agreement between Customer and T-Mobile. This Addendum supplements and does not amend the Agreement. T-Mobile is not responsible for connections with the Geotab Products that are not provided via the Network Service.
- 6. Support.** T-Mobile has no obligation to provide support to Customer for the Geotab Products, except that Customer may contact T-Mobile for any questions relating to billing for the Geotab Products or the Network Service.
- 7. Term and Termination.** The term of this Addendum shall commence on the Addendum Effective Date and shall continue on a month-to-month basis. Termination of Federal contracts will be in accordance with FAR 52.212-4(l), FAR 52.212-4(m), and GSAR 552.238-73. This Addendum and all rights and obligations hereunder, except those expressly indicated to survive, shall terminate immediately upon termination or expiration of the Agreement. Upon expiration or termination of this Addendum, all rights and obligations granted hereunder, except those expressly indicated to survive, shall immediately terminate. Unless otherwise set forth in the Agreement or this Addendum, termination or expiration of this Addendum does not terminate the Agreement or any rights or obligations in the Agreement. The following sections will survive any expiration or termination of this Addendum: Sections 1, 2, 3, 7, 8, 9, 10, 11, 12 and 13.
- 8. Third Party Content and Services.** Customer may have access to third party mobile applications, services, websites, or other third party content through the Geotab Products (collectively, the “Third Party Services”). The Third Party Services are provided to Customer for



Customer's convenience, and T-Mobile takes no responsibility for, makes no warranty regarding, and does not endorse any Third Party Services. Customer's use of any Third-Party Service is subject to Customer's agreement with those service providers and any data Customer consents to share is subject to the service provider's privacy policy. Customer's use of the Third-Party Services is completely at Customer's own risk.

**9. Disclaimers and Warnings.** In addition to the disclaimers in the Agreement, the following additional disclaimers apply to the Geotab Products:

**9.1** T-Mobile does not warrant that Customer's use of the Geotab Products will result in any savings or efficiencies in the operation of Customer's vehicle or that the detection of mechanical or technical errors in Customer's vehicle will be accurate or error-free. The Geotab Products are not intended to replace the advice, guidance or diagnosis of licensed mechanics or proper vehicle maintenance. Customer is solely responsible for the operation of Customer's vehicle—including while using the Geotab Products. Customer acknowledges and agrees that, under no circumstance, will T-Mobile be responsible for any accident, damage, liability, bodily injury or death that might occur to Customer, Customer's property, third parties or their property, even if the Geotab Products may have or did contribute to the cause of the accident, damage, liability, bodily injury or death. This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulation, and the Contract Disputes Act, 41 USC 7101-7109.

**9.2** **The Geotab Products are operable even while Customer's vehicle is in motion. It is very important that Customer and others ALWAYS EXERCISE CAUTION AND DRIVE APPROPRIATE TO ROAD CONDITIONS AND IN ACCORDANCE WITH ALL TRAFFIC LAWS, INCLUDING LAWS REGARDING OPERATION OF SMARTPHONES WHILE DRIVING. The information provided by the Geotab Products is not intended to replace the information provided to Customer on the road (for example, traffic signs, lane closures, police instructions) or through operation of Customer's vehicle. ALWAYS DRIVE SAFELY AND DO NOT RELY ON THE GEOTAB PRODUCTS TO PROVIDE ACCURATE INFORMATION REGARDING DIRECTIONS, ROAD CONDITIONS OR DRIVING HAZARDS.**

**10. Data Transfer.** Customer acknowledges and agrees that data may be stored or transmitted through third party facilities, third party services or common carriers, including without limitation the internet, in the course of using the Geotab Products.

**11. Installation Warning.** Certain vehicles or installation configurations may require professional installation, additional equipment or modifications to Customer's vehicles. If Customer is uncertain that it has the requisite skills and understanding to install the Geotab Products, Customer must consult with an authorized reseller or installer. Improper installation can lead to short circuits and the risk of fire, leading to personal injury or significant damage to Customer's vehicle. Installation or servicing may also require modifications to Customer's vehicle. Failure to comply with procedures specified in the installation instructions for the Geotab Products, or attempting to install the Geotab Products without adequate knowledge of the Geotab Products, proper installation, configuration, servicing, repair or removal procedures, or Customer's vehicle may result in damage to the Geotab Products or Customer's vehicle, which may cause malfunctions of vehicle controls or vehicular environmental systems and result in personal injury. Customer understands that any such activities will be at Customer's sole risk. Customer hereby releases T-Mobile, T-Mobile's affiliates, resellers and agents and their directors, officers, employees and representatives, from liability Customer or any other third party has or will have, arising or accruing from, as a result of, in relation to, or in connection with, the installation or servicing of the Geotab Products. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 USC 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule Contract.

**12. Assignment.** This Addendum and any rights granted to Customer under this Addendum may not be transferred or assigned by Customer, in whole or in part, whether voluntarily, by operation of law, or otherwise, without T-Mobile's prior written consent and any such attempted assignment or transfer shall be null and void, except that Customer may assign this Addendum in its entirety to a purchaser of all or substantially all of Customer's assets or business or in connection with a merger, amalgamation, reorganization or similar transaction without consent any upon written notice to T-Mobile. Subject to the foregoing, this Addendum will inure to the benefit of and be binding upon the respective successors and permitted assigns of Customer and T-Mobile. This Addendum may be transferred or assigned only in accordance with the procedures of FAR Part 42.12.13.

**13. Miscellaneous.** This Addendum constitutes an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s).