

MA 18P 20093000000000000039

State of Maine



MODIFICATION

Master Agreement

Effective Date: 10/14/20

Expiration Date: 08/11/29

Master Agreement Description: Wireless, Data, Voice and Accessories

Buyer Information

Justin Franzose	207-624-7337	ext.	justin.franzose@maine.gov
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Issuer Information

Dawnna Pease	207-592-3193	ext.	Dawnna.pease@maine.gov
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Requestor Information

Dawnna Pease	207-592-3193	ext.	Dawnna.pease@maine.gov
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Agreement Reporting Categories

Reason For Modification: Added an IT contract amendment to extend the expiration date to 8/11/2029 and to add Rider BIT method of payment and other provisions.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000091974

Vendor Name

T-MOBILE USA INC

Alias/DBA

Vendor Address Information

12920 SE 38TH ST

BELLEVUE, WA 98006

US

MA 18P 20093000000000000039

Vendor Contact Information

Sang Pham
508-440-7667 ext. sang.pham5@t-mobile.com

Commodity Information

Vendor Line #: 1

Vendor Name: T-MOBILE USA INC

Commodity Line #: 1

Commodity Code: 91575

Commodity Description: NASPO ValuePoint Contract for Wireless, Data, Voice and Accessory **Commodity Specifications:**

Commodity Extended Description: Wireless, Data, Voice and Accessories, including mobile/cell phones Subject to NASPO ValuePoint Master Agreement #: MA176

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	10/14/20	08/11/29
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Commodity Terms and Conditions

Vendor Line #: 1

Commodity Line #: 1

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

Please see authorized signatures displayed on the next page

MA 18P 20093000000000000039



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)



IT MASTER AGREEMENT AMENDMENT

DATE: 7/9/2024	AMENDMENT AMOUNT: \$0.00
ADVANTAGE CONTRACT #: MA 18P 20093000000000000039	ITP#: ITP-243299
DEPARTMENT AGREEMENT #:	

This Contract Amendment is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Department of Administrative and Financial Services		
ADDRESS: 111 Sewall Street, 9 SHS		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-0009
PROVIDER		
PROVIDER NAME: T-Mobile USA Inc.		
ADDRESS: 12920 SE 38 th St.		
CITY: Bellevue	STATE: WA	ZIP CODE: 98006
PROVIDER'S VENDOR CUSTOMER #: VC1000091974		

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this IT Contract Amendment to be executed.

Department Representative:

Dawnna Pease 12/27/2024
BY: **Dawnna Pease, Director, Computing Infrastructure & Services Date**

Provider Representative:

Derek Doan 12/27/2024
BY: **Derek Doan, Director, Public Procurement Director Sales Date**

DAFS – Office of Information Technology:

Nicholas Marquis 12/27/2024
BY: **Nicholas Marquis, CIO Date**

DAFS – Office of State Procurement Services:

David Morris 12/27/2024
BY: **David Morris, CPO Date**

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

AMENDMENT

The contract is hereby amended as follows: (Check and complete all that apply.)

<input checked="" type="checkbox"/>	Amended Period	Original Start Date: 10/14/2020	Amendment Start Date: 7/9/2024
Current End Date: 8/30/2024		New End Date: 8/11/2029	
Reason:			
<input type="checkbox"/>	Amended Contract Amount	Adjustment Amount: \$	New Contract Amount: \$
		Reason:	
<input checked="" type="checkbox"/>	Amended Scope of Work	The Scope of Work in Rider A is amended as follows: 1) Added Rider B-IT method of payment and other provisions. 2) Added Rider C: Exceptions to Rider B-IT 3) Added Attachment A: Confidentiality and non-disclosure Agreement	
<input type="checkbox"/>	Other	Describe the Changes:	

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

ATTACHMENT A: CHANGES TO AGREEMENT TERMS AND CONDITIONS

This Agreement is amended by adding the following language:

RIDER B-IT: METHOD OF PAYMENT AND OTHER PROVISIONS

1. AGREEMENT AMOUNT: \$0.00

2. INVOICES AND PAYMENTS: The Department will pay the Provider as follows:

Invoices for payment, submitted on forms approved by the Department, shall be submitted to the Agreement Administrator. Invoices shall contain sufficient detail to allow proper cost allocation and shall be accompanied by supporting documentation. No invoice will be processed for payment until approved by the Agreement Administrator. All invoices require the following:

- A. All invoices must include the Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
- B. All invoices must include the vendor's Federal ID Number.
- C. All invoices must include either the Purchase Order number or the Contract number relating to the commodities/services provided.
- D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

Payments are subject to the Provider's compliance with all items set forth in this Agreement. The Department will pay the Provider within thirty (30) days following the receipt of an approved invoice.

The Department may withhold a Retainage for project-based services in the following manner:

- The allowable payment amount from each project milestone payment will be multiplied by ten (10) percent, giving the amount that will be withheld from payment. Ninety (90) percent of the allowable project milestone payment amount will be paid to the Provider.
- The Retainage will be held by the Department until the end of the warranty period.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

The charges described in this Agreement are the only charges to be levied by the Provider for the products and services to be delivered by it. There are no other charges to be made by the Provider to the Department, unless they are performed in accordance with the provisions of Section 5, Changes in the Work. The Provider shall maintain documentation for all charges against the Department under this Agreement.

3. **BENEFITS AND DEDUCTIONS:** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
4. **INDEPENDENT CAPACITY:** In the performance of this Agreement, the Provider shall act in the capacity of an independent contractor and not as an employee or agent of the State.
5. **CHANGES IN THE WORK:** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to the execution of the changed work.
6. **SUBCONTRACTORS:** The Provider may not enter into any subcontract for the work to be performed under this Agreement without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Agreement. The approval of the Department for the Provider to subcontract for work under this Agreement shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Agreement. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement. The Provider shall indemnify and hold harmless the Department from and against any such claim, loss, damage, or liability as set forth in Section 16, State held Harmless.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER:** The Provider shall not sublet, sell, transfer, assign, or otherwise dispose of this Agreement, or any portion thereof, or of its right, title, or interest therein, without the written approval of the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work under this Agreement.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

8. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, the Provider certifies as follows:

1. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a *bona fide* occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Provider shall, in all solicitations or advertising for employees placed by, or on behalf of, the Provider, relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
3. The Provider shall send to each labor union, or representative of the workers, with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section, and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.
4. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against itself by any individual, as well as any lawsuit regarding alleged discriminatory practice.
5. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment, and in the provision of service, to include accessibility and reasonable accommodations for employees and clients.
6. Contractors and Subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
7. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. EMPLOYMENT AND PERSONNEL: The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Agreement according to [MRS Title 5 §18-A, 2](#) and in harmony with [MRS Title 17 §3104](#). Any contract made in violation of these sections is void.

10. NO SOLICITATION: The Provider certifies that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Agreement. For breach or violation of this provision, the Department shall have the right to terminate this Agreement without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. ACCOUNTING, RECORDS, AND AUDIT:

1. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Agreement, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Agreement, and for a period of five (5) years following termination or expiration of the Agreement. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the agreement have been resolved.
2. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Agreement for a period of five (5) years from the date of termination of this Agreement.
3. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.
4. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Agreement period. During the five-year post-Agreement period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.
5. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

that exception. If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the Department all payments made under this Agreement which have been disallowed in the audit exception.

6. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Agreement are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.
7. **ACCESS TO PUBLIC RECORDS** - As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

12. TERMINATION: The performance of work under this Agreement may be terminated by the Department in whole or in part, whenever, for any reason the Agreement Administrator shall determine that such termination is in the best interests of the Department. Any such termination shall be effected by the delivery to the Provider of a Notice of Termination specifying the extent to which the performance of work under this Agreement is terminated, and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination and modified accordingly.

Upon receipt of the Notice of Termination, the Provider shall:

1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

2. Take such action as may be necessary, or as the Agreement Administrator may direct, for the protection and preservation of the property, information, and data related to this Agreement, which is in the possession of the Provider, and in which the Department has, or may acquire, an interest;
3. Terminate all orders to the extent that they relate to the performance of the work terminated by the Notice of Termination;
4. Assign to the Department in the manner, and to the extent directed by the Agreement Administrator, all of the rights, titles, and interests of the Provider under the orders so terminated, in which case the Department shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders;
5. With the approval of the Agreement Administrator, settle all outstanding liabilities and claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this Agreement;
6. Transfer title to the Department (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Agreement Administrator, equipment and products purchased pursuant to this Agreement, and all files, source code, data manuals, or other documentation, in any form, that relate to all the work completed, or in progress, prior to the Notice of Termination;
7. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; and
8. Proceed immediately with the performance of the preceding obligations, notwithstanding any delay in determining or adjusting the amount of any compensation under this section.

Notwithstanding the above, nothing herein shall limit the right of the Department to pursue any other legal remedies against the Provider.

13. GOVERNMENTAL REQUIREMENTS: The Provider shall comply with all applicable governmental ordinances, laws, and regulations.

14. GOVERNING LAW: This Agreement shall be governed by, interpreted, and enforced in accordance with the laws, statutes, and regulations of the State of Maine, without regard to conflicts of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and of the Uniform Computer Information Transactions Act shall not apply to this Agreement. Any legal proceeding against the Department regarding this Agreement shall be brought in the State of Maine in a court of competent jurisdiction.

15. STATE HELD HARMLESS: The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all claims, liabilities, and



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

16. LIMITATION OF LIABILITY: The Provider's liability to the Department, for damages sustained by the Department, as the result of Provider's default, or acts, or omissions, in the performance of work under this Agreement, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be the greater of any actual direct damages, up to the

limits of the insurance required herein, or three times the value of the Product or Service that is the subject of this Agreement, up to a maximum of \$25,000,000, but not less than \$400,000.

For instance, if this Agreement is valued at \$15,000,000, then the Provider's liability is up to \$25,000,000. But if this Agreement is valued at \$100,000, then the Provider's liability is no greater than \$400,000.

Notwithstanding the above, Provider shall not be liable to the Department for any indirect or consequential damages not covered by any of the insurances required herein.

17. NOTICE OF CLAIMS: The Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to this Agreement, or which may affect the performance of duties under this Agreement, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement.

18. APPROVAL: This Agreement must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid enforceable document.

19. INSURANCE REQUIREMENTS: The Provider shall procure and maintain insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection to, the fulfillment of this Agreement, by the Provider, its agents, representatives, employees, or Subcontractors. The insurance shall be secured by the Provider, at the Provider's expense, and maintained in force, at all times during the term of this Agreement, and, for any claimsmade (as opposed to occurrence-based) policy(ies), for a period of not less than two (2) years thereafter.

1. Minimum Coverage

a) Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

- A. All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
- B. Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
- C. Data breach expenses, in an amount not less than (*see NOTE below and insert the appropriate limit based upon the number of Personally Identifiable Information records*) \$1,000,000, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:
 - C.1) Consumer notification, whether or not required by law;
 - C.2) Forensic investigations;
 - C.3) Public relations and crisis management fees; and
 - C.4) Credit or identity monitoring, or similar remediation services.

The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider's technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.

NOTE: *Personally Identifiable Information (PII) is information that can be used to identify a single person, such as name, social security number, date and place of birth, mother's maiden name, driver's license, biometrics, etc. Maine State law also has a more specific definition in 10 M.R.S. §1347(6).*

The Data Breach component of the Insurance (per occurrence) is pegged to the number of PII records that are the subject of this Agreement.

Number of PII Records	Insurance per Occurrence
<i>1 through 3,000</i>	<i>\$400,000</i>
<i>3,001 through 100,000</i>	<i>\$1,000,000</i>
<i>100,001 through 1,000,000</i>	<i>\$5,000,000</i>
<i>Greater than 1,000,000</i>	<i>\$10,000,000</i>

- b) Workers' Compensation and employer's liability, as required by law;
- c) Property (including contents coverage for all records maintained pursuant to this Agreement): \$1,000,000 per occurrence;



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

- d) Automotive Liability of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the contract;
- e) Crime, in an amount not less than \$1,000,000 (*The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Provider*); and
- f) Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.

- 2. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
 - a) The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
 - b) The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - c) The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Agreement commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
 - d) All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
 - e) The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".

20. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the Department does not receive sufficient funds to pay for the work to be performed under this Agreement, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, or the federal government (if applicable), then the State is not obligated to make payment under this Agreement.

21. SEVERABILITY: The invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the remainder of said provision, or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

22. INTEGRATION: In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
Rider B-IT Terms and Conditions



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

Rider C Exceptions to Rider B-IT

Rider G Identification of Country in which contracted work will be performed

23. FORCE MAJEURE: Either party may be excused from the performance of an obligation under this Agreement in the event that performance of that obligation by a party is prevented by an act of God, act of war, riot, fire, explosion, flood, or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, strike or labor dispute, provided that any such event, and the delay caused thereby, is beyond the control of, and could not reasonably be avoided by that party. Upon the occurrence of an event of force majeure, the time period for performance of the obligation excused under this section shall be extended by the period of the excused delay, together with a reasonable period, to reinstate compliance with the terms of this Agreement.

24. SET-OFF RIGHTS: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement, up to any amounts due and owing to the State with regard to this Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

25. INTERPRETATION OF THE AGREEMENT:

1. Reliance on Policy Determinations - The Department shall determine all program policy. The Provider may, from time to time, request the Department to make policy determinations, or to issue operating guidelines required for the proper performance of this Agreement, and the Agreement Administrator shall respond in writing in a timely manner. The Provider shall be entitled to rely upon, and act in accordance with, such written policy determinations and operating guidelines, unless subsequently amended, modified, or changed in writing by the Department, and shall incur no liability in doing so unless the Provider acts negligently, maliciously, fraudulently, or in bad faith. Nothing contained in this Agreement, or in any agreement, determination, operating guideline, or other communication from the Department shall relieve the Provider of its obligation to keep itself informed of applicable State and Federal laws, regulations, policies, procedure, and guidelines, to be in complete compliance and conformity therewith.
2. Titles Not Controlling - Titles of sections and paragraphs used in this Agreement are for the purpose of facilitating ease of reference only and shall not be construed to imply a contractual construction of the language.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

3. No Rule of Construction - This is a negotiated Agreement and no rule of construction shall apply that construes ambiguous or unclear language in favor of or against any party.

26. PERIOD OF WORK: Work under this Agreement shall begin no sooner than the date on which this Agreement has been fully executed by the parties and approved by the Controller and the State Purchases Review Committee. Unless terminated earlier, this Agreement shall expire on the date set out on the first page of this Agreement, or at the completion and acceptance of all specified tasks, and delivery of all contracted products and services as defined in this Agreement, including performance of any warranty and/or maintenance agreements, whichever is the later date.

27. NOTICES: All notices under this Agreement shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) five (5) business days following posting, if sent by registered or certified mail, return receipt requested. Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

28. ADVERTISING AND PUBLICATIONS: The Provider shall not publish any statement, news release, or advertisement pertaining to this Agreement without the prior written approval of the Agreement Administrator. Should this Agreement be funded, in whole or in part, by Federal funds, then in compliance with the Steven's Amendment, it will be clearly stated when issuing statements, press releases, requests for proposals, bid solicitations, and other documents: (1) the percentage of the total cost that was financed with Federal moneys; and (2) the dollar amount of Federal funds.

29. CONFLICT OF INTEREST: The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Agreement, no person having any such known interests shall be employed.

30. LOBBYING:

1. Public Funds - No Federal or State-appropriated funds shall be expended by the Provider for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a member of Congress or State Legislature, in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this Agreement fulfills the requirement that Providers receiving over \$100,000 in Federal or State funds file with the Department on this provision.
2. Federal Certification - Section 1352 of Title 31 of the US Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Provider or grantee (such as



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

the Department) certifies that no Federal funds will be used to lobby or influence a Federal officer or member of Congress.

The certification the Department has been required to sign provides that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall verify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Provider understands and agrees to the Federal requirements for certification and disclosure.

3. Other Funds - If any non-Federal or State funds have been or will be paid to any person in connection with any of the covered actions in this section, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form to the Department.

31. PROVIDER PERSONNEL:

1. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Agreement. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Agreement Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.
2. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Agreement. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.
3. During the course of this Agreement, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.
4. In signing this Agreement, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Agreement, including any Subcontractors, including persons or corporations who have critical influence on or control over this Agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

5. During the course of this Agreement, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Agreement.

32. STATE PROPERTY: The Provider shall be responsible for the proper custody and care of any Department or State-owned property furnished for the Provider's use in connection with the performance of this Agreement, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

33. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS:

1. The Provider certifies that all services, equipment, software, supplies, and any other products provided under this Agreement do not, and will not, infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Department, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney fees.
2. The Provider may not publish or copyright any data without the prior approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

34. PRODUCT WARRANTY: The Provider expressly warrants its products and services for one full year from their final written acceptance by the Department. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the diligence and dispatch at its command, at no additional cost to the Department.

The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.

35. OPPORTUNITY TO CURE: The Agreement Administrator may notify the Provider in writing about the Department's concerns regarding the quality or timeliness of a deliverable. Within five (5) business days of receipt of such a notice, the Provider shall submit a corrective action plan, which may include the commitment of additional Provider resources, to remedy the deliverable to the satisfaction of the Agreement Administrator, without affecting other project schedules. The Department's exercise of its rights under this provision shall not be construed as a waiver of the Department's right to terminate this Agreement pursuant to Section 13, Termination.

36. COVER: If, in the reasonable judgment of the Agreement Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

the Provider, then the Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.

37. CONFIDENTIALITY:

1. All materials and information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be regarded as confidential information.
2. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Agreement.
3. In the event of a breach of this confidentiality provision, the Provider shall notify the Agreement Administrator immediately.
4. The Provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).

38. OWNERSHIP:

1. All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products purchased in the performance of this Agreement are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Agreement, or equipment and products purchased pursuant to this Agreement. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.
2. Upon termination of this Agreement for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

39. CUSTOM SOFTWARE: For all custom software furnished by the Provider as part of this agreement, the following terms and conditions shall apply:



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

1. The Department shall own all custom software. The Department shall grant all appropriate Federal and State agencies a royalty-free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to authorize others to do so, all custom software. Such custom software shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Agreement.
2. A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.

40. OFF-THE-SHELF (OTS) SOFTWARE: For all OTS software purchased by the Provider as part of this Agreement, the following terms and conditions shall apply.

1. This Agreement grants to the Department a non-exclusive and non-transferable license to use the OTS software and related documentation for its business purposes. The Department agrees that the Provider may, at its own expense, periodically inspect the computer site in order to audit the OTS software supplied by the Provider, installed at the Department's site, at mutually agreed upon times. In the event that a separate license agreement accompanies the OTS software, then the terms of that separate license agreement supersede the above license granted for that OTS software.
2. This Agreement does not transfer to the Department the title to any intellectual property contained in any OTS software. The Department will not decompile or disassemble any OTS software provided under this Agreement, or modify any OTS software that bears the copyright notice of a third party. The Department will make and maintain no more than one archival copy (for back-up purpose) of each OTS software, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original.
3. If the CPU on which any OTS software is licensed becomes temporarily unavailable, use of such OTS software may be temporarily transferred to an alternative CPU until the original CPU becomes available.

41. SOFTWARE AS SERVICE: When the software is fully owned, hosted, and operated by the Provider, and the Department uses said software remotely over the Internet, the following terms and conditions shall apply:



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

1. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.
2. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:
 - a) The Provider has failed to carry out its obligations set forth in the this Agreement; or
 - b) A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or
 - c) The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or
 - d) The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or
 - e) A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.
3. The Provider is responsible for all fees to be paid to the Escrow Agent.
4. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.

42. PRICE PROTECTION:

1. The Provider shall ensure that all prices, terms, and warranties included in this Agreement are comparable to, or better than, the equivalent terms being offered by the Provider to any present customer meeting the same qualifications or requirements as the Department. If, during the term of this Agreement, the Provider enters into agreement(s) that provide more favorable terms to other comparable customer(s), the Provider shall provide the same terms to the Department.
2. If Federal funding is used for the acquisition of products and/or services under this Agreement, interest cannot be paid under any installment purchase or lease-purchase agreement entered into as a part of this Agreement.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

43. THIS ITEM IS INTENTIONALLY LEFT BLANK

44. ENTIRE AGREEMENT: This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to this Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise an option or election under this Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option, or election, but the same shall continue in full force and effect. Use of one remedy shall not waive the Department's right to use other remedies. Failure of the Department to use a particular remedy for any breach shall not be deemed as a waiver for any subsequent breach. No waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies under this Agreement.

45. ACCESSIBILITY: All IT products developed by Contractor must be accessible to persons with disabilities, and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications developed by Contractor must comply with the Digital Accessibility Policy (<https://www.maine.gov/oit/policies/DigitalAccessibilityPolicy.pdf>). The State may choose to purchase IT products from Contractor developed by third parties, and some of those IT products may not comply with the Digital Accessibility Policy.

46. STATE IT POLICIES: All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures (<https://www.maine.gov/oit/policies-standards> effective at the time this Agreement is executed as applicable to Contractor, with the following exceptions:

1. Contractor will not permit the State to audit its proprietary wireless network but can agree to respond to standardized written questionnaires to ensure its cybersecurity policies are providing adequate protection to the State's personal data;
2. Contractor will comply with the State's Configuration Management Policy, as applicable to Contractor. In the event of a conflict between the State's Configurations Management Policy and Contractor's internal configuration management policies, Contractor will follow its internal configuration management policy; and
3. Contractor conducts its own pen tests and vulnerability scans but does not permit other parties to pen test its systems or conduct vulnerability scans. In the event of a confirmed breach that affects the State's data, Contractor will provide the following information to the State: (i) what State data was affected, (ii) cause of the breach, if known; (iii) steps taken to remediate the breach; (iv) mitigation efforts to minimize effects of the breach; and (v) other information reasonably requested by the State that does not reveal confidential or proprietary information. The State of Maine shall receive



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

a full penetration test and full vulnerability scan results report annually. A SOC II Type II report with appropriate trust principles will be received annually per the contract. Absent the SOC II Type II, additional appropriate security assessments will be in System and Services Acquisition Policy and Procedures (SA-1).

47. CYBERSECURITY AND PROHIBITED TECHNOLOGIES: Through the execution of this Contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

1. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2021 (3); and
2. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2030-B.

Contracts entered into by a state agency in violation of 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, Title 5 MRSA §2030-A.

This Agreement is amended by adding the following language:

RIDER C: EXCEPTIONS TO RIDER B-IT

The Parties agree that the following exceptions to **Method of Payment and Other Provisions** ("Rider B-IT") are hereby accepted and incorporated into the Agreement:

A. Rider B-IT, Section 2. INVOICES AND PAYMENTS is hereby amended as follows:

2. INVOICES AND PAYMENTS: The Department will pay the Provider as follows:

Invoices for payment, submitted on forms approved by the Department, shall be submitted to the Agreement Administrator. Invoices shall contain sufficient detail to allow proper cost allocation and shall be accompanied by supporting documentation. No invoice will be processed for payment until approved by the Agreement Administrator. All invoices require the following:

- A. All invoices must include the Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

- B. All invoices must include the vendor's Federal ID Number.
- C. All invoices must include either the Purchase Order number or the Contract number relating to the commodities/services provided.
- D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

Payments are subject to the Provider's compliance with all items set forth in this Agreement. The Department will pay the Provider within thirty (30) days following the receipt of an approved invoice.

If, applicable, The Department may withhold a Retainage for project-based services in the following manner:

- The allowable payment amount from each project milestone payment will be multiplied by ten (10) percent, giving the amount that will be withheld from payment. Ninety (90) percent of the allowable project milestone payment amount will be paid to the Provider.
- The Retainage will be held by the Department until the end of the warranty period.

The charges described in this Agreement are the only charges to be levied by the Provider for the products and services to be delivered by it. There are no other charges to be made by the Provider to the Department, unless they are performed in accordance with the provisions of Section 5, Changes in the Work. The Provider shall maintain documentation for all charges against the Department under this Agreement.

B. Rider B-IT, Section 6. SUBCONTRACTORS is hereby amended as follows:

- 6. SUBCONTRACTORS:** The Provider may not enter into any subcontract for the work to be performed under this Agreement without the express written consent of the Department, which shall not be unreasonable withheld. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Agreement. The approval of the Department for the Provider to subcontract for work under this Agreement shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors specifically supporting the Agreement shall be bound by the terms and conditions set forth in this Agreement. The Provider shall give the State ~~immediate~~ reasonable notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor specifically supporting the Agreement, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

under this Agreement. The Provider shall indemnify and hold harmless the Department from and against any such claim, loss, damage, or liability as set forth in Section 165, State Held Harmless (as amended herein).

C. Rider B-IT, Section 7. SUBLETTING, ASSIGNMENT OR TRANSFER is hereby amended as follows:

- 7. SUBLETTING, ASSIGNMENT OR TRANSFER:** The Provider shall not sublet, sell, transfer, assign, or otherwise dispose of this Agreement, or any portion thereof, or of its right, title, or interest therein, without the written approval of the Department, which shall not be unreasonably withheld. ~~Such approval shall not in any case relieve the Provider of its responsibility for performance of work under this Agreement.~~

D. Rider B-IT, Section 10. NO SOLICITATION is hereby amended as follows:

- 10. NO SOLICITATION:** The Provider certifies that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Agreement. For breach or violation of this provision, the Department shall have the right to terminate this Agreement without liability. ~~or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.~~

E. Rider B-IT, Section 11. ACCOUNTING, RECORDS, AND AUDIT is hereby amended as follows:

11. ACCOUNTING, RECORDS, AND AUDIT:

1. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Agreement, including interim reports and working papers, and make such materials available upon prior written notice to Provider at its offices at all reasonable times during the period of this Agreement, and for a period of five (5) years following termination or expiration of the Agreement. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the agreement have been resolved.
2. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Agreement for a period of five (5) years from the date of termination of this Agreement.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

3. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.
4. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Agreement period pursuant to this Section 11. During the five-year post-Agreement period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.
5. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy that exception. If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the Department all payments made under this Agreement which have been disallowed in the audit exception.
6. Upon prior reasonable notice to Provider, Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Agreement are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.
7. **ACCESS TO PUBLIC RECORDS** - As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

F. Rider B-IT, Section 15. STATE HELD HARMLESS is hereby amended as follows:



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

15. STATE HELD HARMLESS: The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third-party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

G. Rider B-IT, Section 16. LIMITATION OF LIABILITY is hereby amended as follows:

16. LIMITATION OF LIABILITY: The Provider's liability to the Department, for damages sustained by the Department, as the result of Provider's default, or acts, or omissions, in the performance of work under this Agreement, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be the greater of any actual direct damages, up to the limits of the insurance required herein or three times the value of the Product or Service that is the subject of this Agreement, up to a maximum of \$252,000,000, but not less than \$400,000

For instance, if this Agreement is valued at \$15,000,000, then the Provider's liability is up to \$252,000,000. But if this Agreement is valued at \$100,000, then the Provider's liability is no greater than \$400,000.

Notwithstanding the above, Provider shall not be liable to the Department for any indirect, or consequential damages. not covered by any of the insurances required herein.

H. Rider B-IT, Section 17. NOTICE OF CLAIMS is hereby amended as follows:

17. NOTICE OF CLAIMS: The Provider shall give the Agreement Administrator ten (10) business days ~~immediate~~ notice in writing of any legal action or suit filed related in any way to this Agreement, or which may affect the performance of duties under this Agreement, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement.

I. Rider B-IT, Section 19. INSURANCE REQUIREMENTS is hereby amended as follows:

19. INSURANCE REQUIREMENTS: The Provider shall procure and maintain insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection to, the fulfillment of this Agreement, by the Provider, its agents, representatives, employees, or Subcontractors. The insurance shall be secured by the Provider, at the Provider's expense, and maintained in force, at all times during the term of this Agreement, and, for any claims



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

made (as opposed to occurrence-based) policy(ies), for a period of not less than two (2) years thereafter.

1. Minimum Coverage

a) Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:

- A. All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
- B. Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
- C. Data breach expenses, in an amount not less than (see *NOTE below and insert the appropriate limit based upon the number of Personally Identifiable Information records*) **\$1,000,000**, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:

- C.5) Consumer notification, whether or not required by law;
- C.6) Forensic investigations;
- C.7) Public relations and crisis management fees; and
- C.8) Credit or identity monitoring, or similar remediation services;
- C.9) Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.

NOTE: *Personally Identifiable Information (PII) is information that can be used to identify a single person, such as name, social security number, date and place of birth, mother's maiden name, driver's license, biometrics, etc. Maine State law also has a more specific definition in 10 M.R.S. §1347(6).*

The Data Breach component of the Insurance (per occurrence) is pegged to the number of PII records that are the subject of this Agreement.

Number of PII Records	Insurance per Occurrence
1 through 3,000	\$400,000
3,001 through 100,000	\$1,000,000



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

<i>100,001 through 1,000,000</i>	<i>\$5,000,000</i>
<i>Greater than 1,000,000</i>	<i>\$10,000,000</i>

- b) Commercial General Liability – minimum coverage \$400,000 up to \$10,000,000 per occurrence with a \$10,000,000 aggregate based on table above:
- a. The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider's technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.
- c) Workers' Compensation and employer's liability, as required by law;
- d) Property (including contents coverage for all records maintained pursuant to this Agreement): \$1,000,000 per occurrence;
- e) Automotive Liability of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the contract;
- f) Crime, in an amount not less than \$1,000,000 (*The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Provider*); and
- g) ~~Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.~~
2. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
- a) The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
- b) The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- c) The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Agreement commences. In the event of a claim giving rise to a question of coverage, the the Department reserves the right to require complete, certified copies of all required the applicable insurance policy(ies) giving rise to such question at any time.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

- a) All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including or ten (10) days for nonpayment.
- b) The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation."

J. Rider B-IT, Section 22. INTEGRATION is hereby amended as follows:

22. INTEGRATION: In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

Rider C Exceptions

Rider B-IT Terms and Conditions

~~Rider G Identification of Country in which contracted work will be performed~~

NASPO Participating Addendum between Vendor and State (MA 18P
200930000000000000039)

NASPO Master Agreement No. MA176

K. Rider B-IT, Section 31. PROVIDER PERSONNEL is hereby amended as follows:

31. PROVIDER PERSONNEL:

1. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Agreement. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal, if applicable. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Agreement Administrator, which shall not be unreasonably withheld, conditioned, or delayed. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.
2. The Department shall retain the right to reject any of the Provider's employees working directly on this Agreement whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Agreement. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.
3. During the course of this Agreement, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees working directly on this Agreement and found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.
4. In signing this Agreement, the Provider certifies to the best of its actual knowledge and belief that it, and all persons associated with this Agreement, including any Subcontractors,



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

including persons or corporations who have critical influence on or control over this Agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.

5. During the course of this Agreement, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Agreement.

L. Rider B-IT, Section 34. PRODUCT WARRANTY is hereby deleted in its entirety and replaced as follows:

34. PRODUCT WARRANTY: ~~The Provider expressly warrants its products and services for one full year from their final written acceptance by the Department. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the diligence and dispatch at its command, at no additional cost to the Department.~~

The Provider warrants that the products shall be delivered new and in original manufacturer's packaging. Because the Provider is not the manufacturer of products, it provides the products "as-is" and agrees to pass through the standard device manufacturer warranty (generally, 12 months) to the Department. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity.

~~The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.~~

M. Rider B-IT, Section 35. OPPORTUNITY TO CURE is hereby amended as follows:

35. OPPORTUNITY TO CURE: The Agreement Administrator ~~may~~ will notify the Provider in writing about the Department's concerns regarding the quality or timeliness of a deliverable. Within five (5) business days of receipt of such a notice, the Provider shall submit a corrective action plan, which may include the commitment of additional Provider resources, to remedy the deliverable to the satisfaction of the Agreement Administrator, without affecting other project schedules. The Department's exercise of its rights under this provision shall not be construed as a waiver of the Department's right to terminate this Agreement pursuant to Section ~~123~~, Termination in the event Provider is determined to be in breach of a material obligation under this Agreement and Provider fails to remedy such breach in accordance with the corrective action plan.

N. Rider B-IT, Section 36. COVER is hereby amended as follows:

36. COVER: If, in the reasonable judgment of the Agreement Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services not to exceed a total amount of \$25,000.

T. Rider B-IT, Section 38. OWNERSHIP is hereby amended as follows:

38. OWNERSHIP:

1. All State and Federal personal data (including Geographical Information Systems data related to the same), notebooks, plans, working papers and other works produced exclusively for or at the direction of the Department as necessary for the Provider to perform this Agreement and is not related to standard Services provided by the Provider to at least one other customer, and equipment and products purchased by the Department in the performance of this Agreement are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all State and Federal personal information and data developed, derived, documented, or furnished, exclusively for or at the direction of the Department as necessary for Provider to perform this Agreement and is not related to standard Services provided by the Provider to at least one other customer, by the Provider under this Agreement, or equipment and products purchased by the Department pursuant to this Agreement. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.
2. Upon termination of this Agreement for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased, and fully paid for, items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

U. Rider B-IT, Section 39. CUSTOM SOFTWARE is hereby amended as follows:

39. CUSTOM SOFTWARE: For all custom software furnished by the Provider as part of this agreement, the following terms and conditions shall apply:

1. The Department shall own all custom software developed exclusively for and at the written direction of the Department pursuant to this Agreement and was not provided by the Provider to at least one other customer prior to this Agreement. The Department shall grant all appropriate Federal and State agencies a royalty-free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

authorize others to do so, all custom software. Such custom software shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Agreement.

2. A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system referenced in Section 39, paragraph a. above, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.

V. Rider B-IT, Section 40. OFF-THE-SHELF (OTS) SOFTWARE, paragraph 1. is hereby amended as follows:

40. OFF-THE-SHELF (OTS) SOFTWARE: For all OTS software purchased by the Provider as part of this Agreement, the following terms and conditions shall apply.

1. This Agreement grants to the Department a non-exclusive and non-transferable license for the term of this Agreement to use the OTS software and related documentation for its business purposes. The Department agrees that the Provider may, at its own expense, periodically inspect the computer site in order to audit the OTS software supplied by the Provider, installed at the Department's site, at mutually agreed upon times. In the event that a separate license agreement accompanies the OTS software, then the terms of that separate license agreement supersede the above license granted for that OTS software.

W. Rider B-IT, Section 41. SOFTWARE AS SERVICE is hereby deleted in its entirety:

41. SOFTWARE AS SERVICE: ~~When the software is fully owned, hosted, and operated by the Provider, and the Department uses said software remotely over the Internet, the following terms and conditions shall apply:~~

- ~~a. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.~~
- ~~b. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the~~



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

~~Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:~~

- ~~f) The Provider has failed to carry out its obligations set forth in the this Agreement; or~~
- ~~g) A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or~~
- ~~h) The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or~~
- ~~i) The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or~~
- ~~j) A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.~~
- ~~c. The Provider is responsible for all fees to be paid to the Escrow Agent.~~
- ~~d. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.~~

X. Rider B-IT, Section 42. PRICE PROTECTION is hereby amended as follows:

42. PRICE PROTECTION:

- ~~a. The Provider shall ensure that all prices, terms, and warranties included in this Agreement are comparable to, or better than, the equivalent terms being offered by the Provider to any present customer meeting the same qualifications or requirements as the Department. If, during the term of this Agreement, the Provider enters into agreement(s) that provide more favorable terms to other comparable customer(s), the Provider shall provide the same terms to the Department.~~
- a. If Federal funding is used for the acquisition of products and/or services under this Agreement, interest cannot be paid under any installment purchase or lease-purchase agreement entered into as a part of this Agreement.

Y. Rider B-IT, Section 43. ACCESSIBILITY is hereby amended as follows:

43.ACCESSIBILITY: All IT products developed by Contractor must be accessible to persons with disabilities, and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications developed by Contractor must comply with the Digital



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

Accessibility Policy (<https://www.maine.gov/oit/policies/DigitalAccessibilityPolicy.pdf>). The State may choose to purchase IT products from Contractor developed by third parties, and some of those IT products may not comply with the Digital Accessibility Policy.

Z. Rider B-IT, Section 46. STATE IT POLICIES is hereby amended as follows:

46. STATE IT POLICIES: All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures (<https://www.maine.gov/oit/policies-standards> effective at the time this Agreement is executed as applicable to Contractor, with the following exceptions:

- Contractor will not permit the State to audit its proprietary wireless network but can agree to respond to standardized written questionnaires to ensure it cybersecurity policies are providing adequate protection to the State's personal data;
- Contractor will comply with the State's Configuration Management Policy, as applicable to Contractor. In the event of a conflict between the State's Configurations Management Policy and Contractor's internal configuration management policies, Contractor will follow its internal configuration management policy; and
- Contractor conducts its own pen tests and vulnerability scans but does not permit other parties to pen test its systems or conduct vulnerability scans. In the event of a confirmed breach that affects the State's data, Contractor will provide the following information to the State: (i) what State data was affected, (ii) cause of the breach, if known; (iii) steps taken to remediate the breach; (iv) mitigation efforts to minimize effects of the breach; and (v) other information reasonably requested by the State that does not reveal confidential or proprietary information. The State of Maine shall receive a full penetration test and full vulnerability scan results report annually. A SOC II Type II report with appropriate trust principles will be received annually per the contract. Absent the SOC II Type II, additional appropriate security assessments will be in [System and Services Acquisition Policy and Procedures \(SA-1\)](#).
- The Department may access Provider's SOC 2 Type 2 and Pentest reports from the following website: <https://security.t-mobile.com/>.

ATTACHMENT A: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

RFP / CONTRACT #:

THIS AGREEMENT is hereby executed between the State of Maine ("State"), acting by and through the Maine Office of Information Technology ("OIT") and [insert Vendor's legal name] having a principal place of business at [insert Vendor's legal address] ("Vendor"), in relation to services and/or products to be provided by the vendor pursuant to [insert Contract No.] ("Contract") as of _____, 20____ ("Effective Date").

1. Definitions



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

A. Authorized Person

“Authorized Person” is defined as a person authorized by OIT as having a need to receive, possess, store, access, view and/or use Confidential Information for an Authorized Use.

B. Authorized Use

“Authorized Use” is defined as the use of Confidential Information by the Vendor or Authorized Persons, solely for the purpose of performing the Contract. Disclosure, display, use, duplication, storage or transmittal of Confidential Information, in any form, for any purpose other than that set forth in the Contract, including extrapolation or retention of summary information, data or business processes, even if without specific identifiers, shall be deemed an “unauthorized use.”

C. Confidential Information

“Confidential Information” shall mean any information that OIT or the State, regardless of form or medium of disclosure (e.g., verbal, observed, hard copy, or electronic) or source of information (e.g., OIT, other state agencies, state employees, electronic systems, or third-party contractors) provides to Vendor, or which Vendor obtains, discovers, derives or otherwise becomes aware of as a result of Vendor’s performance of the Contract. It includes any sensitive information that may be protected from disclosure pursuant to a federal or state statutory or regulatory scheme intended to protect that information, or pursuant to an order, resolution or determination of a court or administrative board or other administrative body. In addition, information concerning OIT’s information technology infrastructure, systems and software and procedures will be considered Confidential Information. It also includes a Vendor’s Service Organization Control audit report (SOC 2 Type 2) when submitted upon request to OIT and labeled as confidential.

Confidential Information shall not include information which the Vendor can clearly demonstrate to OIT’s reasonable satisfaction is:

- (a) information that is previously rightfully known to the Vendor on a non-confidential basis without restriction on disclosure;
- (b) information that is or becomes, from no act or failure to act on the part of the Vendor, generally known in the relevant industry or in the public domain;
- (c) Information or documentation subject to disclosure under the Maine Freedom of Access Act; or
- (c) information that is independently developed by Vendor without the use of Confidential Information.

At all times the State shall be the owner of any and all Confidential Information.

D. Services

“Services” is defined as the services to be performed by the Vendor in connection with the operation or management of the Contract.

E. Vendor



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

“Vendor” is defined to include the Vendor and the Vendor’s respective employees, agents and subcontractors assigned by Vendor and approved by the State to perform obligations under the Contract (all of the foregoing collectively referred to as “Representatives”).

2. Duty to Protect Confidential Information; Reporting Requirements

In consideration for the ability to perform the Services, the Vendor shall hold all Confidential Information in confidence and protect that Confidential Information with the same standard of care required to keep its own similar information confidential. The Vendor must abide by all commercially reasonable administrative, physical, and technical standards for maintaining this information confidential, which must be in accordance with standards established by the National Institute of Standards and Technology (“NIST”). In addition, the Vendor must safeguard all Confidential Information from unauthorized access, loss, theft, destruction, and the like. The Vendor may not, without prior consent from OIT, disclose any Confidential Information to any person for any reason at any time; provided, however it is understood that the Vendor may disclose Confidential Information to its Representatives and its business, financial and legal advisors who require the Confidential Information for the purpose of evaluating or performing the Services on the condition that, prior to such disclosure, the Representatives and advisers have been advised of the confidential and non-public nature of the Confidential Information and are subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Agreement. The Vendor shall be responsible for any breach of this Agreement by any of the Vendor’s Representatives or advisors.

The Vendor shall promptly report any activities by any individual or entity that the Vendor suspects may compromise the availability, integrity, security, or privacy of any Confidential Information. The Vendor shall notify OIT immediately upon becoming aware that Confidential Information is in the possession of, or has been disclosed to, an unauthorized person or entity.

3. Discovery and Notification of Breach of Confidential Information

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of a breach of security or suspected security incident, intrusion, unauthorized use or disclosure involving Confidential Information, the Vendor shall notify OIT by telephone call (207-624-7700) and email to the OIT information security team (Security.Infrastructure@maine.gov) within the following timeframes:

- A. Upon the discovery of a breach of security or suspected security incident involving Confidential Information in electronic, or any other medium if the information was, or is reasonably believed to have been, acquired by an unauthorized person; or
- B. Within twenty-four (24) hours of the discovery of any suspected security incident, intrusion, unauthorized use or disclosure of Confidential Information in violation of this Agreement, or potential loss of Confidential Information affecting this Agreement.

Notification shall also be provided to the OIT Contract Manager and the OIT Information Security Officer. The Vendor shall provide a written report of all information known at the time. The Vendor shall take:

- A. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- B. Any action pertaining to such unauthorized disclosure required by applicable federal and state



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

laws and regulations.

4. Written Report

In addition to the report required above, the Vendor shall provide a written report of the investigation to the OIT Chief Information Security Officer within ten (10) working days of the discovery of the breach of security or suspected security incident, or unauthorized use or disclosure involving Confidential Information. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5. Notification to individuals.

The Vendor shall notify individuals of the breach or unauthorized use or disclosure of Confidential Information when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. Any notification provided must first be approved by the OIT Chief Information Security Officer, who shall approve the time, manner and content of any such notifications prior to their release.

6. Use Restriction

Vendor shall not receive, possess, store, access, view and/or use Confidential Information for any purpose other than an Authorized Use. Vendor shall not permit unauthorized persons or entities to gain access to Confidential Information and shall not divulge methods of accessing Confidential Information to unauthorized persons.

7. Security Obligations

The Vendor agrees to comply with the following security obligations as well as any other such obligations specified in the contract, including requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, or conveyed to him/her during the course of the Agreement. The Vendor agrees to comply with the following security obligations:

- A. Implement administrative, physical and technical safeguards in accordance with NIST standards that reasonably and appropriately protect the confidentiality, integrity and availability of any Confidential Information that is created, received, maintained, used, possessed, stored, accessed, viewed and/or transmitted on behalf of OIT or through OIT or any agency, instrumentality or political subdivision of the State of Maine Government;
- B. Unless otherwise authorized by OIT, Confidential Information may NOT be stored on personal (non-State) computing or other electronic or mobile storage devices or taken or removed in any form from OIT or the State;
- C. Vendor shall comply with all applicable federal and state laws governing confidentiality and/or privacy of information;
- D. Vendor shall comply with all applicable OIT policies and procedures including but not limited to those that provide for accessing, protecting, and preserving State assets;
- E. Access to any and all Confidential Information will be limited to only those authorized persons who need the Information to perform the services required under the Contract;
- F. Obtain fingerprint-based criminal history record checks for all Vendor's employees, agents and subcontractors when requested by OIT pursuant to federal and state statutory and regulatory directives, at the expense of the Vendor;
- G. Vendor shall instruct all personnel having access to Confidential Information about the confidential nature of the Information, the safeguards required to protect the Information, and the sanctions specified in federal and state law for unauthorized disclosure of said Information;



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

and

H. Vendor shall use only those access rights granted by OIT.

8. Certification by Vendor of Return of Confidential Information, Electronic Information and Tangible Property

Promptly following the written request of OIT, and immediately upon termination of the Services, the Vendor shall return all Confidential Information stored in any format to OIT, or destroy any Confidential Information that Vendor possesses in a format that cannot be returned. Further, Vendor agrees to submit to OIT on Vendor's letterhead a "CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY" certifying that all copies of Confidential Information, electronic property and tangible property belonging to the State or OIT have been returned, or if necessary, destroyed using the form provided in Appendix A.

9. Termination

Vendor's Authorized Use of Confidential Information shall terminate automatically upon: (a) breach of this Agreement as determined solely by OIT, (b) completion or termination of Vendor's Services, or, (c) termination of Vendor's Contract, whichever occurs first. Vendor's indemnification, confidentiality, and related assurances and obligations hereunder shall survive termination of the Agreement.

10. Compliance

If Vendor breaches or threatens to breach this Agreement, the State shall have all equitable and legal rights (including the right to obtain injunctive relief and specific performance) to prevent such breach and/or to be fully compensated (including litigation costs and reasonable attorney's fees) for losses or damages resulting from such breach. Vendor acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the Confidential Information. Vendor shall hold OIT harmless from, and indemnify OIT for any claims, losses, expenses and/or damages arising out of the unauthorized disclosure by the Vendor, its Representatives, or third party partners, of Confidential Information or other unauthorized use of the Confidential Information, including but not limited to, paying the State any costs of enforcing this Agreement, securing appropriate corrective action, returning Information furnished hereunder, as well as any other costs reasonably incurred by the State in enforcing the terms of this Agreement.

11. Public Records Requests/Disclosure Compelled by Law or Judicial Proceeding

The Vendor acknowledges that OIT is a public agency and as such it and this Agreement shall be subject at all times to the Maine Freedom of Access Act, 1 MRSA §400 et seq. (FOAA). In the event that OIT receives an appropriate request pursuant to FOAA, the subject matter of which is Confidential Information pursuant to this Agreement, then (a) OIT agrees to promptly notify the Vendor of such request and independently and in its sole discretion determine whether it believes the documents should be maintained as confidential; and (b) the Vendor agrees to provide OIT and its counsel such assistance and cooperation as is reasonably required and requested in order to respond to such a disclosure request.

Notwithstanding the requirements of this Agreement, the Parties may release the Confidential Information if directed to do so by operation of law, pursuant to a lawfully issued subpoena, or



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

pursuant to a ruling by a court or arbitrator of competent jurisdiction, or if OIT determines, in its sole discretion, that such information is a public record under FOAA. OIT shall promptly notify the Vendor of such ruling or directive upon being made aware of same.

12. Governing Law


This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. The place of this Agreement, its situs and forum, shall be Kennebec County, Maine, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of Maine, and stipulates that the State Courts in Kennebec County shall be the proper venue for all matters. If any provision of the Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the other provisions shall remain in full force and effect.

13. Entire Agreement

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives effective as of the Effective Date set forth above.

[Name of Vendor]:

By: 
DocuSigned by: 663ADB0C38F0D4CB...

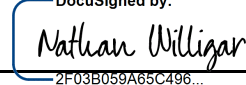
Printed: Derek Doan

Title: Director, Public Procurement Director

Sales

Date: 12/27/2024

State of Maine /Office of Information Technology:

By: 
DocuSigned by: 2F03B059A65C496...

Printed: Nathan Willigar

Title: Chief Information Security Officer

Date: 12/27/2024

APPENDIX A TO CONFIDENTIALITY AND NON-DISCLOSURE
AGREEMENT

CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION,
ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY BY VENDOR PURSUANT TO
VENDOR CONFIDENTIALITY & NONDISCLOSURE AGREEMENT DATED _

Pursuant to the Vendor Confidentiality and Non-Disclosure Agreement between the State of Maine, acting by and through the Office of Information Technology (“OIT”) and _____ (“Vendor”) dated _____, Vendor acknowledges their responsibility to return or destroy all Confidential Information upon termination of the Vendor’s services to OIT. This document certifies that all copies of Confidential Information, electronic property and tangible property belonging to the State of Maine or OIT have been returned, or if necessary, destroyed, as described below:

Description of *returned* Confidential Information, electronic information or tangible property:

Description of *destroyed* Confidential Information, electronic information or tangible property:

Vendor Signature

Derek Doan , Director of Public Procurement Sales

Vendor Name

Date

STATE OF MAINE | IT CONTRACT AMENDMENT



MODIFICATION

22

Master Agreement

Effective Date: 10/14/20

Expiration Date: 08/30/24

Master Agreement Description: Wireless, Data, Voice and Accessories

Buyer Information

Justin Franzose

207-624-7337

ext.

justin.franzose@maine.gov

Issuer Information

Brian Oliver

207-592-1776

ext.

brian.k.oliver@maine.gov

Requestor Information

Brian Oliver

207-592-1776

ext.

brian.k.oliver@maine.gov

Agreement Reporting Categories

Reason For Modification: Extension until 8/30/2024.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000091974

Vendor Name

T-MOBILE USA INC

Alias/DBA

Vendor Address Information

12920 SE 38TH ST

BELLEVUE, WA 98006

US

MA 18P 20093000000000000039

Vendor Contact Information

Sang Pham
508-440-7667 ext. sang.pham5@t-mobile.com

Commodity Information

Vendor Line #: 1
Vendor Name: T-MOBILE USA INC
Commodity Line #: 1
Commodity Code: 91575
Commodity Description: NASPO ValuePoint Contract for Wireless, Data, Voice and Acce
Commodity Specifications:
Commodity Extended Description: Wireless, Data, Voice and Accessories, including mobile/cell phones
Subject to NASPO ValuePoint Master Agreement #: MA176

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	10/14/20	08/30/24
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Commodity Terms and Conditions

Vendor Line #: 1
Commodity Line #: 1
T&C #: 165
T&C Name: Payment Terms

T&C Details: Net 30

Please see authorized signatures displayed on the next page
MA 18P 20093000000000000039

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine – Department of Administrative and Financial Services

DocuSigned by:

David Morris

6/27/2024

2A644AE5681E482

SignatureDate

David Morris, Acting Chief Procurement Officer

Vendor

DocuSigned by:

Derek Doan

6/27/2024

663ADBC38F0D4CB...

SignatureDate

Derek DoanDirector, Public Sector Sales

Print Representative Name and Title

Approved in form by:

DocuSigned by:

Heidi Jean Bolt

T-Mobile Legal Department

947A98E6A7CB4E7...

MA 18P 20093000000000000039

State of Maine

NEW

Master Agreement**Effective Date:** 10/14/20**Expiration Date:** 06/30/24**Master Agreement Description:** Wireless, Data, Voice and Accessories**Buyer Information**Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov**Issuer Information**Joan Bolduc 207-624-9904 ext. JOAN.BOLDUC@MAINE.GOV**Requestor Information**Brian Oliver 207-592-1776 ext. brian.k.oliver@maine.gov**Agreement Reporting Categories****Authorized Departments**

ALL

Vendor Information**Vendor Line #: 1****Vendor ID**

VC1000091974

Vendor Name

T-MOBILE USA INC

Alias/DBA**Vendor Address Information**12920 SE 38TH ST

BELLEVUE, WA 98006

Vendor Contact Information

MA 18P 20093000000000000039

CONTACT CONTACT 425-378-
4000 ext.

Commodity Information

Vendor Line #: 1

Vendor Name: T-MOBILE USA INC

Commodity Line #: 1

Commodity Code: 91575

Commodity Description: NASPO ValuePoint Contract for Wireless, Data, Voice and Acce

Commodity Specifications:

Commodity Extended Description: Subject to NASPO ValuePoint Master Agreement #: MA176

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	10/14/20	06/30/24
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Commodity Terms and Conditions

Vendor Line #: 1

Commodity Line #: 1

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

Please see authorized signatures displayed on the next page
MA 18P 20093000000000000039

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine – Department of Administrative and Financial Services

DocuSigned by:

Jaime Schorr

10/20/2020

696437754DD8450...

Signature

Date

Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:

David Bezzant

10/21/2020

9F688CC0343743C...

Signature

Date

David Bezzant

db

Print Representative Name and Title



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA176

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

Entity: **STATE OF MAINE**

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

Category 1: Cellular Wireless Services

Category 2: Equipment and Accessories

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

Category 4: Alternative Wireless Transport Options

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

Participating Entity has elected to participate in **Categor(ies) 1, 2, 3A, 3C.**

2. Participation: This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis
3. Participating Entity Modifications or Additions are attached and incorporated as **Exhibit A**, if applicable.
4. Order of Precedence: Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

This PA; and

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

5. Administrative Fee and Reporting: N/A

6. Purchase Order Instructions:

All Orders against this PA must be approved by an authorized agent of the Participating Entity.

All Orders requiring a Statement of Work must be signed by the Participating Entity and T-Mobile prior to work commencing.



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

All Orders against this PA must include the Master Agreement No.: MA176, the State's PA No., if any, and the Purchase Order No., if any.

Page 1 of 4

7. Individual Customer:

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

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

Contractor

Name:	David Bezzant
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Email:	David.Bezzant@T-Mobile.com

Contractor (Sales and Customer Service Contact)

Name:	Ryan Lopes, Government Account Executive
Address:	15 Commerce Way Norton, MA 02766
Telephone:	617-564-1313
Email:	Ryan.Lopes1@t-mobile.com

Contractor (Contract Communications and Notices Contact)

Name:	Annette Bisbee, Sr. Contracts Administrator
Address:	12502 Sunrise Valley Drive Mailstop: VARESA0208 Reston, VA 20196
Telephone:	703-433-4628
Email:	Annette.M.Bisbee@T-Mobile.com
With Email Copy To:	Legal_Government_Contracts@T-Mobile.com

Participating Entity

Name:	Justin Franzose
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NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

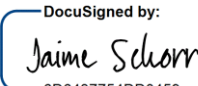
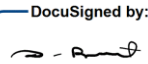
Led by the state of Utah

Address:	9 State House Station, Augusta ME 04333-0009
Telephone:	207-624-7337
Fax:	207-287-6578
Email:	Justin.franzose@maine.gov

Page 2 of 4

9. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.
10. Entire Agreement: This document contains the entire PA of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the PA that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the PA, or to exercise an option or election under the PA, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the PA shall be deemed to be a waiver of any prior or subsequent rights or remedy under the PA or at law.
11. Rates: Contractor's rates are updated on a quarterly basis and can be viewed at any time by visiting: <https://shopnaspo.tmmorders.com/orders/catalog/splashpage.php>.

The parties have executed this Participating Addendum as of the date of final execution below.

STATE OF MAINE	T-MOBILE USA, INC.
<div>DocuSigned by:  Signature: 6D6437754DD0459...</div>	<div>DocuSigned by:  Signature: 8F686CC9343743C...</div>
Printed Name: Jaime Schorr	Printed Name: David Bezzant
Title: Chief Procurement Officer	Title: Vice President – Government Sales
Date: 10/9/2020	Date: 10/12/2020

Legal Approved By:


T-Mobile Legal Department



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

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

Page 3 of 4

Page 4 of 4

STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 9

CONTRACT #: MA176

Starting Date: 7/1/2019

Expiration Date (before this amendment): 8/11/2024

Expiration Date (changed to by this amendment): 8/11/2029

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and **T-Mobile USA, Inc.** (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

[Note: the following changes are to amend the NASPO Master Agreement.]

1. The contract's expiration date is hereby changed from 08/11/2024 to **08/11/2029**.
2. The parties agree as follows: Add the "**SASE by Versa**" solution – see the attached, completed "Attachment M New Product Request Form". The "**SASE by Versa**" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.
3. The parties agree as follows: Add the "**Ivanti** fleet, asset and workforce management platform" solution – see the attached, completed "Attachment M New Product Request Form". The "**Ivanti** fleet, asset and workforce management platform" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.
4. The parties agree as follows: Add the "**Jamf Pro** Mobile Device Management" solution – see the attached, completed "Attachment M New Product Request Form". The "**Jamf Pro** Mobile Device Management" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.
5. The parties agree as follows: Add the "**Samsung Knox Manage**" Mobile Device Management solution – see the attached, completed "Attachment M New Product Request Form". The "**Samsung Knox Manage**" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.

Effective Date of Amendment: 2/12/2024



All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

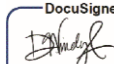
STATE OF UTAH

DocuSigned by:

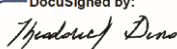


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DocuSigned by:



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Contractor's Signature	Date	Director, State of Utah Division of Purchasing	Date
Contractor's Name (Print)			
Title (Print)			
Approved by:			
<p>DocuSigned by:</p>  <p>B690B61B18D2433...</p>			
T-Mobile Legal Dept			

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	Contract #
Marci Woodward	801-957-7145	mwoodward@utah.gov	MA176 (Amd #9)

DATE: November 27, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc.
("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: X Verify Log is attached

PRODUCTS: T-Mobile SASE (Secure Access Service Edge) provided by Versa, a third-party provider (“Third-Party Provider” or “Versa”)

PRODUCT OVERVIEW:

T-Mobile SASE offers a set of security capabilities that protects access for the work-from-anywhere workforce and remote devices (e.g. IoT, routers, fixed wireless) with a suite of advanced security capabilities on a single, unified platform for a simpler, scalable, and cost-effective solution.

T-Mobile SASE provides this protection through the capabilities of Private Access and Secure Internet Access while offering two authentication options.

Private Access uses a modern secure connection that enables protected access to company apps and data. It offers the following features:

- User Authentication and authorization offering least privileged access, ensuring only authorized users gain access to the application required.
- Direct access to cloud-hosted applications from the T-Mobile cloud gateway.

Secure Internet Access (SIA) offers a suite of advanced security capabilities that safeguards users and their data when using the internet. It offers the following features:



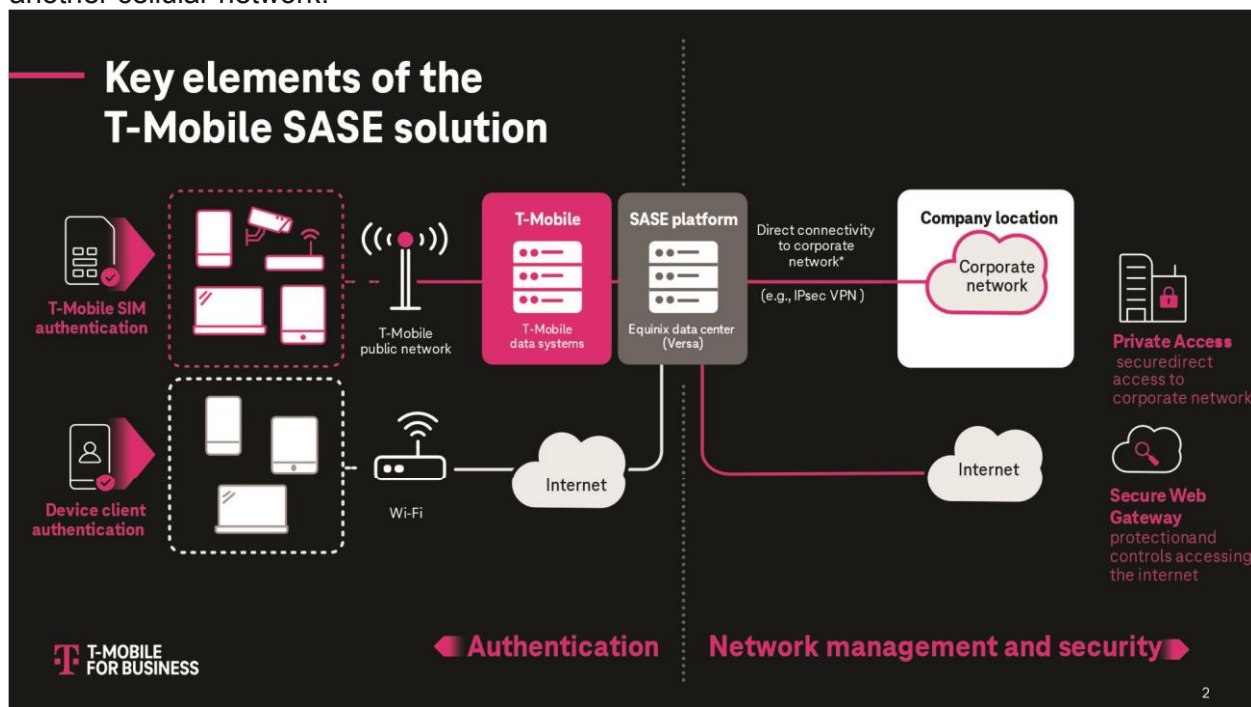
NASPO ValuePoint Wireless Data, Voice and Accessories Product Add Request

- Next-generation firewall to inspect traffic for threats as it comes from the internet to keep the threat from making it to the user's device or organization's intranet. Traffic inspection is looking for ransomware, malware, and viruses.
- Content filtering restricts access to websites, reducing threats of visiting a malicious site as well as potential time-wasting personal browsing.

Two Authentication Options

T-Mobile SASE offers two options to authenticate and safeguard access for users and devices. An organization could have some workers with one or the other, or both, depending on the use case, type of device, and work situation:

- x T-SIMsecure (clientless) is an Industry 1st- unique to T-Mobile. T-SIMsecure integrates with the T-Mobile network to provide automatic authorization for access and protection, for a single device when on the T-Mobile network by using the T-Mobile SIM card.
- x SASE device client provides authorized access and protections to users when connected to Wi-Fi or another cellular network.





**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

Page 2 of 6

Describe how the product falls with the Scope of the Master Agreement:

This product is a Secure LAN Access Solution under Category 3.N.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of SASE will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") SASE Solution Addendum located at <https://www.t-mobile.com/business/terms-and-conditions> which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the SASE solution, which may be accessed through the Versa Client App, a product of Versa, a third-party provider ("Third-Party Provider" or "Versa"). Customer's use of the Versa Client App is subject to acceptance of the Versa terms of use (the "Third-Party Terms") in the manner required by Versa and available at <https://versanetworks.com/documents/Versa-Networks-EULA-End-User-License-Agreement.pdf> and requires Customer to download the Versa Client App from Apple App Store or Google Play Store. The Third-Party Terms may be updated by Versa from time to time. If Customer does not agree to the Third-Party Terms, Customer will not be able to use the Versa Client App to access the SASE Services. When not on the T-Mobile network, Users are required to use the Versa App to access the SASE Services. The Third-Party Terms are solely between Versa and Customer. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms. T-Mobile does not control and is not responsible or liable for how the Versa App transmits, accesses, stores, or uses Customer data.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice for the SASE monthly recurring charges on a monthly billing cycle in accordance with the Contract. Devices for SASE are sold separately.



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

Page 3 of 6

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

Service or Feature	Description	Commercially Available Price per Line/Month
	Secure Access Service Edge (SASE)	
SASE PrvAc SWG TSIM clt CTM Voice	T-Mobile SASE Private Access and Secure Internet Service TSIM license provides a single use T-Mobile SIM fixed wireless internet Device with secure, direct connectivity to the organization's network or to the Internet with a suite of security features. Usage not to exceed the maximum 100 gigabytes per month/license.**	\$10.49
SASE PrvAc SWG TSIM clt CTM MI	T-Mobile SASE Private Access and Secure Internet Service TSIM license provides a single use T-Mobile SIM fixed wireless internet Device with secure, direct connectivity to the organization's network or to the Internet with a suite of security features. Usage not to exceed the maximum 100 gigabytes per month/license.**	\$10.49

* Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges that may apply. Devices for SASE are sold separately. SASE does not protect hotspot or tethered traffic.

** Does not apply to Connecting Heroes and first responder rate plans.

*** Network Management: During congestion, heavy data users (>50GB/month for most Rate Plans) may notice reduced speeds until next bill cycle due to data prioritization. See www.t-mobile.com for additional details.

[Remainder of page left blank]



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

Page 4 of 6

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY:
NAME:

TITLE:

DATE:

NASPO ValuePoint:

BY:

NAME:

TITLE:

DATE:

Page 5 of 6

Approved in form by:

DocuSigned by:
Katie Jeter-Boldt
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Mobile Legal Department

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85B299E

ACTION LOG
Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: November 27, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition (Amendment #6)	5/10/2023
6/23/2023	Inseego Connect Manager Product Addition (Amendment #7)	7/27/2023
8/30/2023	Mystic Message Archival provided by 3 rd Eye Product Addition (Amendment #8)	10/17/2023
11/27/2023	T-Mobile SASE (Secure Access Service Edge) provided by Versa	

**NASPO
Data,
Product Add Request**



**ValuePoint Wireless
Voice and Accessories**

CJ21-3 Attachment M
Page 6 of 6
CLM #2355564

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(+Ä#/.!Ä'./!Ä# %!!&\$-!,60 1 F6B-AC50-9CF3 85B299E

DATE: December 15, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the “Contract”) with T-Mobile USA, Inc.
 (“Contractor” or “T-Mobile”)

Dear Ms. Woodward:

Action Requested:

**NASPO
Data,
Product Add Request**



**NASPO
ValuePoint**

**ValuePoint Wireless
Voice and Accessories**

Contractor requests to add service(s) referenced in this document (collectively, the “Products”) to the Contract. the product(s) and/or

Action Log: X Verify Log is attached

PRODUCTS: Ivanti (the “Solution”) is a cloud-based fleet, asset and workforce management platform and solution provided by Ivanti, LLC, a third-party provider (the “Third-Party Provider”).

PRODUCT OVERVIEW:

Ivanti Neurons for MDM and UEM is an industry-leading mobile device management (MDM) solution for smartphones, tablets, laptops, and desktops (Android, iOS, macOS, Windows).

- Like most MDM solutions, Ivanti Neurons for MDM enables a company administrator to easily manage devices, apps, access, and security policies from a single console. Advanced mobile security features are available as an upgrade.
- Unlike most other MDMs, Ivanti offers:
 - ③ Advanced IT service management tools such as automated troubleshooting in a plan called “Ivanti Neurons for UEM”.
 - ③ A Mobile Threat Detection (MTD) app integrated into the MDM solution that can be added on with any of their MDM plans. MTD constantly monitors a device to detect any threats such as virus or malware that the user may have accidentally downloaded.

CJ21-3 Attachment M
Page 1 of 6
CLM #2418214

Key Features:

**NASPO
Data,
Product Add Request**



**ValuePoint Wireless
Voice and Accessories**

- x Quickly and easily onboard devices and provision them over the air with all the apps, settings and security configurations required.
- x Simply, securely manage any app on virtually any device- smartphones, tablets, laptops, desktops – from a single, cloud-based console.
- x Easily create profiles, set and enforce policies, and manage access and restrictions.
- x Distribute and manage enterprise apps and permissions; even enable secure access to business apps for others (e.g. contractors).
- x Remotely locate, lock, and wipe lost or stolen devices.
- x Add-on Mobile Threat Defense, an app that protects and remediates against known and zeroday threats on mobile devices.
- x Real-time visibility and reports on user activity, security status, compliance verification, and more from one dashboard.
- x Add advanced IT service management tools (with Ivanti Neurons for UEM).
- x MDM/UEM: T-Mobile for Business-led deployment and support.

Describe how the product falls with the Scope of the Master Agreement:

This product is a Mobile Device Management solution under Category 3.B.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of Ivanti (the "Solution") will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") Ivanti Solution Addendum located at <https://www.t-mobile.com/business/terms-and-conditions> which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the Ivanti solution, a product of Ivanti, LLC, a thirdparty provider ("Ivanti, LLC"). Customer's use of the Solution is subject to acceptance of the Ivanti End User License and Services Agreement found at <https://www.ivanti.com/company/legal/eula> (the "ThirdParty Terms"). The Third-Party Terms may be updated at any time, without notice, by the Third-Party Provider. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms.

Product Add Request
BILLING

Any Product added to the Agreement must be billed Contractor and not by any



NASPO ValuePoint Master by the Master Agreement third party.

T-Mobile will invoice for the Invanti service charges on a monthly billing cycle. The total subscription cost is non-refundable. Unless otherwise indicated on an order, Customer agrees to pay T-Mobile for all purchased licenses on a monthly basis in accordance with the Contract.

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

Solution	Description	Commercially Available Price per License/Month*
Ivanti Mobile Manage and Protect GOV	Must be new MDM customer to Ivanti. Min of 20 and max of 2K licenses	\$5.50
Ivanti Neurons MDM Dvc Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses	\$4.00
Ivanti Neurons MDM User CI Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses. 5 device per user	\$6.00
Ivanti Neurons MDM Prem Dvc Cld Annl Term Bill Mthly Under 500 Mthly GOV	Minimum of 20 licenses.	\$7.50
Ivanti Neurons MDM Prem User Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses. 5 device per user	\$12.00
Ivanti Mobile Threat Def Cld Lookout Annl Term Bill Mthly Under 500 GOV Add On	Minimum of 20 licenses.	\$6.00
Ivanti Neurons UEM Prem Dvc Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses.	\$8.58
Ivanti Neurons UEM Dvc Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses.	\$4.92
Ivanti CCPS Support Basic Plus Mthly GOV Add-On	Mobile Device Management Subscription	\$0.60
Ivanti CCPS Support Advanced Mthly GOV Add-On	Mobile Device Management Subscription	\$1.00
Ivanti Neurons MDM Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses	\$3.40
Ivanti Neurons MDM User CI Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses. 5 device per user	\$5.10
Ivanti Neurons MDM Prem Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses.	\$6.38

CJ21-3 Attachment M

Page 3 of 6

CLM #2418214

Product Add Request



Ivanti Neurons MDM Prem User Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses. 5 device per user	\$10.20
Ivanti Mobile Threat Def Cld Lookout Annl Term Bill Mthly 500 plus GOV Add-On	Minimum of 20 licenses.	\$5.10
Ivanti Neurons UEM Prem Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses.	\$7.30
Ivanti Neurons UEM Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses.	\$4.18
Non-recurring		
Ivanti CCPS Deployment Light GOV	One-time deployment fee	\$500.00
Ivanti CCPS Deployment Professional Std GOV	One-time deployment fee	\$1,000.00
Ivanti CCPS Deployment Professional Advanced GOV	One-time deployment fee	\$5,000.00

* Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.

[Remainder of page left blank]

Product Add Request



APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

DocuSigned by:

BY:

NAME:

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TITLE:

DATE:

NASPO ValuePoint

BY:

NAME:

TITLE:

DATE:

CJ21-3 Attachment M

Page 5 of 6

CLM #2418214

DocuSigned by:

by:

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Individual Legal Department



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: December 15, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition (Amendment #6)	5/10/2023
6/23/2023	Inseego Connect Manager Product Addition (Amendment #7)	7/27/2023
8/30/2023	Mystic Message Archival provided by 3 rd Eye Product Addition (Amendment #8)	10/27/2023
11/27/2023	T-Mobile SASE (Secure Access Service Edge) provided by Versa	
12/15/2023	Ivanti MDM provided by Ivanti, LLC	
12/15/2023	Samsung Knox Manage provided by Samsung Electronics Co., Ltd.	
12/15/2023	Jamf Pro provided by San Luis Aviation, Inc.	



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

CJ21-3 Attachment M
Page 6 of 6
CLM #2418214
DATE: December 15, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the “Contract”) with T-Mobile USA, Inc.
 (“Contractor” or “T-Mobile”)

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the “Products”) to the Contract.

Action Log: ☒ X Verify Log is attached

PRODUCTS: Jamf Pro is a mobile device management (MDM) solution for Apple Devices (the “Solution”) provided by San Luis Aviation, Inc. (the “Third-Party Provider”).

PRODUCT OVERVIEW:

T-Mobile provides Jamf Pro, a Mobile Device Management solution which provides enterprise-level features and functionalities. Manage Apple iPhones, Mac, iPad, and Apple TV devices. T-Mobile for Business-led deployment and support.

x Jamf Pro provides the ability to:



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

- Automate deployment and management.
 - Manage device settings and configurations.
 - Patch Apple devices without user interaction.
 - Empower users with their own enterprise app store and customize devices for optimal user experience.
 - Locate or remote lock/wipe lost or stolen devices.
- x Connect Users
- Account provisioning
 - Identity management
 - Password sync
 - Conditional access
 - Customized app store

Page 1 of 5

- x Manage Devices
- Zero-touch deployment
 - Device management
 - App lifecycle management
 - Customized inventory
 - Security enforcement

- x Jamf's Apple focus allows for same-day support of new Apple software releases.
- x Same-day OS support for every macOS, iOS, iPadOS and tvOS release.

Describe how the product falls with the Scope of the Master Agreement:

This product is a Mobile Device Management Solution under Category 3.B.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of Jamf Pro will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") Jamf Pro Solution Addendum located at <https://www.t-mobile.com/business/terms-and-conditions> which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the Jamf Pro solution, a product provided by San Luis Aviation, Inc. , a third-party provider ("**Third-Party Provider**"). Customer's use of the product is subject

CJ21-3 Attachment M



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

to acceptance of the Third-Party Provider’s EULA, Privacy, or other terms of service presented to Customer at the time of activation (collectively, the “**Third-Party Terms**”) . The Third-Party Terms may be updated at any time, without notice by the Third-Party Provider. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice for the Jamf Pro service charges on a monthly billing cycle. The total subscription cost is non-refundable. Unless otherwise indicated on an order, Customer agrees to pay T-Mobile for all purchased licenses on a monthly basis in accordance with the Contract.

Page 2 of 5
COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

Solution		Description	Commercially Available Price per License/Month*
Jamf Pro			
JAMF Pro Monthly (iOS or tvOS) under 500 GOV		Mobile Device Management Subscription	\$3.33
JAMF Pro Monthly (macOS) under 500 GOV		Mobile Device Management Subscription	\$7.17
JAMF Pro Monthly (iOS or tvOS) 500 plus GOV		Mobile Device Management Subscription	\$3.00
JAMF Pro Monthly (macOS) 500 plus GOV		Mobile Device Management Subscription	\$6.45
Non-recurring			
JAMF Pro (iOS & macOS) - Deployment-A GOV		One-Time Add-on Fee	\$1,500.00

**Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.*



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

[Remainder of page left blank]

Page 3 of 5
APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY:
NAME:

TITLE:

DATE:

NASPO ValuePoint

DocuSigned by:

8F686CC9343743C...

BY:

NAME:

_____ TITLE:



NASPO ValuePoint Wireless Data, Voice and Accessories Product Add Request

DATE: _____

Page 4 of 5

DocuSigned by:

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 T-Mobile Legal Department

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: December 15, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
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6/23/2023	Inseego Connect Manager Product Addition (Amendment #7)	7/27/2023
8/30/2023	Mystic Message Archival provided by 3 rd Eye Product Addition (Amendment #8)	10/27/2023
11/27/2023	T-Mobile SASE (Secure Access Service Edge) provided by Versa	

CJ21-3 Attachment M

CLM #2418214



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

12/15/2023	Ivanti MDM provided by Ivanti, LLC	
12/15/2023	Samsung Knox Manage provided by Samsung Electronics Co., Ltd.	
12/15/2023	Jamf Pro provided by San Luis Aviation, Inc.	



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

DATE: December 15, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: X Verify Log is attached

PRODUCTS: Samsung Knox Manage (the "Solution") provides a secure, cloud-based MDM solution that provides device management to allow centralized visibility and control over Customer's Samsung devices and compliance with Customer's internal company policies. The Solution is a product of Samsung Electronics Co., Ltd., the third-party provider of the Solution (the "Third-Party Provider").

PRODUCT OVERVIEW:

- x Samsung Knox Manage is an easy-to-use affordable, secure cloud-based Mobile Device Management (MDM) solution that gives business customers the power to manage and monitor employee devices from a centralized portal. It provides management with centralized visibility and control over employee devices, to provide the apps and access employee needs, and to help ensure security and compliance with company policies. It works with other Android, iOS and Windows 10 devices, but offers the most comprehensive security and controls for Samsung.
- x Samsung Knox Suite offers a comprehensive suite of enterprise mobility solutions for security, productivity, and manageability throughout the device cycle. For Samsung devices only, Knox Suite is an integrated B2B bundle offering a seamless IT admin user experience that provides end-to-end security, streamlined deployment, and comprehensive device management. (Knox Manage, Knox Mobile Enrollment, Knox E-FOTA, Knox Asset Intelligence, Knox Platform for Enterprise, Knox Support). Samsung Knox Suite is only for Samsung devices.
- x Both solutions leverage the granular control of defense-grade Knox OS security capabilities built into many Samsung devices.

CJ21-3 Attachment M

CLM #2418214



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

Page 1 of 5

Describe how the product falls with the Scope of the Master Agreement:

This product is a Mobile Device Management Solution under Category 3.B.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of Samsung Knox will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") Samsung Knox Solution Addendum located at <https://www.t-mobile.com/business/terms-and-conditions> which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the Solution. Customer's use of the Solution is subject to acceptance of Samsung Knox Legal and Privacy Policies, found here <https://www.samsungknox.com/en/legal> (the "Third-Party Terms"). The Third-Party Terms may be updated at any time, without notice, by the Third-Party Provider. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms. T-Mobile does not control and is not responsible or liable for how the Solution or Samsung Electronics Co., Ltd. transmits, accesses, stores, or uses data.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice for the Samsung Knox service charges on a monthly billing cycle. The total subscription cost is non-refundable. Unless otherwise indicated on an order, Customer agrees to pay TMobile for all purchased licenses on a monthly basis in accordance with the Contract.



NASPO ValuePoint Wireless Data, Voice and Accessories Product Add Request

Page 2 of 5

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

Solution	Description	Commercially Available Price per License/Month*
Samsung Knox		
Samsung Knox Suite-Monthly MI-KXKSSWWC2M0 under 500 GOV	Knox Suite Monthly includes Manage, EFOTA, KPE	\$3.50
Samsung Knox Manage-Monthly MI-KXKMSWWC2M0 Under 500 GOV	Knox Manage Monthly	\$2.00
Samsung Knox Configure-Dynamic Edtn Dvc MIOSKCDM1WWT2 Under 500 GOV	Knox Configure-Dynamic Edition	\$0.87
Samsung Knox Suite-Monthly MI-KXKSSWWC2M0 500 plus GOV	Knox Suite Monthly includes Manage, EFOTA, KPE	\$2.98
Samsung Knox Manage-Monthly MI-KXKMSWWC2M0 500 plus GOV	Knox Manage Monthly	\$1.70
Samsung Knox Configure-Dynamic Edtn Dvc MIOSKCDM1WWT2 500 plus GOV	Knox Configure-Dynamic Edition	\$0.74
Non-recurring		
Samsung Knox Advanced B2B Tech Spt 1 Yr MI-OVCPAA GOV	Annual Fee - Advanced B2B technical support 1 year	\$20,000.00
Samsung Knox Elite B2B Tech Spt 1 Yr MI-OVCPAB GOV	Annual Fee - Elite B2B technical support 1 year	\$50,000.00
Samsung Knox Manage Quickstart: Secure Cntrl MI-OVCPK3 GOV	One-time deployment fee	\$1,699.00
Samsung Knox Mobile Deploy Service Eng per hr MI-OVMTAA2 GOV	One-time hourly deployment service engineers, minimum 8 hours required	\$250.00
Samsung Knox Manage Quick Start: App Control MI-OVCPK2 GOV	One-time deployment fee	\$699.00
Samsung Knox Suite Setup Service MI-OVPSAB2 GOV	One-time deployment fee	\$3,999.00

*Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

Page 3 of 5

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

DATE:

BY:

DocuSigned by:

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NAME:

TITLE:

DATE:

NASPO ValuePoint

BY:

NAME:

TITLE:

Page 4 of 5

DocuSigned by:

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Department

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: December 15, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
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CJ21-3 Attachment M

CLM #2418214



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition (Amendment #6)	5/10/2023
6/23/2023	Inseego Connect Manager Product Addition (Amendment #7)	7/27/2023
8/30/2023	Mystic Message Archival provided by 3 rd Eye Product Addition (Amendment #8)	10/27/2023
11/27/2023	T-Mobile SASE (Secure Access Service Edge) provided by Versa	
12/15/2023	Ivanti MDM provided by Ivanti, LLC	
12/15/2023	Samsung Knox Manage provided by Samsung Electronics Co., Ltd.	
12/15/2023	Jamf Pro provided by San Luis Aviation, Inc.	

CJ21-3 Attachment M

CLM #2418214



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

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Page 5 of 5

MA 18P 20093000000000000039
MODIFICATION

State of Maine



Master Agreement

Effective Date: 10/14/20

Expiration Date: 12/31/24

Master Agreement Description: Wireless, Data, Voice and Accessories

Buyer Information

Justin Franzose	207-624-7337	ext.	justin.franzose@maine.gov
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Issuer Information

Dawnna Pease	207-624-7548	ext.	dawnna.pease@maine.gov
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Requestor Information

Dawnna Pease	207-624-7548	ext.	dawnna.pease@maine.gov
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Agreement Reporting Categories

Reason For Modification: Extension to 12/31/2024 to allow for continuation of negotiations.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000091974

Vendor Name

T-MOBILE USA INC

Alias/DBA

Vendor Address Information


12920 SE 38TH ST

BELLEVUE, WA 98006

US

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
 8/26/2024
2A644AF5681F482...

Signature Date

David Morris, Acting Chief Procurement Officer

Vendor

DocuSigned by:
Derek Doan
8/9/2024

Signature Date

Derek Doan Director, Public Sector Sales

Print Representative Name and Title

Approved/signed by: Katie Peter-Boldt
T-Mobile Legal Dept.
947A98E6A7CB4E7...

DocuSigned by:
Nicholas Marquis 8/25/2024
A29C99359A37464...

Nicholas Marquis Acting CIO.

Master Agreement #: MA176

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

Participating Entity: **STATE OF MAINE**

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

Category 1: Cellular Wireless Services

Category 2: Equipment and Accessories

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

Category 4: Alternative Wireless Transport Options

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

Participating Entity has elected to participate in **Categor(ies) 1, 2, 3A, 3C.**

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

3. Participating Entity Modifications or Additions are attached and incorporated as **Exhibit A**, if applicable.

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

This PA; and

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

5. Administrative Fee and Reporting: N/A

6. Purchase Order Instructions:

All Orders against this PA must be approved by an authorized agent of the Participating Entity.

All Orders requiring a Statement of Work must be signed by the Participating Entity and T-Mobile prior to work commencing.

All Orders against this PA must include the Master Agreement No.: MA176, the State's PA No., if any, and the Purchase Order No., if any.

7. Individual Customer:

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

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

Contractor

Name:	David Bezzant
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Email:	David.Bezzant@T-Mobile.com

Contractor (Sales and Customer Service Contact)

Name:	Ryan Lopes, Government Account Executive
Address:	15 Commerce Way Norton, MA 02766
Telephone:	617-564-1313
Email:	Ryan.Lopes1@t-mobile.com

Contractor (Contract Communications and Notices Contact)

Name:	Annette Bisbee, Sr. Contracts Administrator
Address:	12502 Sunrise Valley Drive Mailstop: VARESA0208 Reston, VA 20196
Telephone:	703-433-4628
Email:	Annette.M.Bisbee@T-Mobile.com
With Email Copy To:	Legal_Government_Contracts@T-Mobile.com

Participating Entity

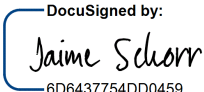
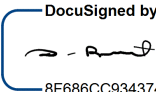
Name:	Justin Franzose
Address:	9 State House Station, Augusta ME 04333-0009
Telephone:	207-624-7337
Fax:	207-287-6578
Email:	Justin.franzose@maine.gov

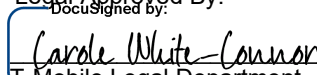
9. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement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

10. Entire Agreement: This document contains the entire PA of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the PA that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the PA, or to exercise an option or election under the PA, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the PA shall be deemed to be a waiver of any prior or subsequent rights or remedy under the PA or at law.

11. Rates: Contractor's rates are updated on a quarterly basis and can be viewed at any time by visiting: <https://shopnaspo.tnorders.com/orders/catalog/splashpage.php>.

The parties have executed this Participating Addendum as of the date of final execution below.

STATE OF MAINE	T-MOBILE USA, INC.
Signature:  <small>DocuSigned by: 6D6437754DD0459...</small>	Signature:  <small>DocuSigned by: 8F686CC9343743C...</small>
Printed Name: Jaime Schorr	Printed Name: David Bezzant
Title: Chief Procurement Officer	Title: Vice President – Government Sales
Date: 10/9/2020	Date: 10/12/2020

Legal Approved By:

DocuSigned by:
2081B55A53481C...
T-Mobile Legal Department

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



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 9

CONTRACT #: MA176

Starting Date: 7/1/2019

Expiration Date (before this amendment): 8/11/2024

Expiration Date (changed to by this amendment): 8/11/2029

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and **T-Mobile USA, Inc.** (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

[Note: the following changes are to amend the NASPO Master Agreement.]

1. The contract's expiration date is hereby changed from 08/11/2024 to **08/11/2029**.
2. The parties agree as follows: Add the "**SASE by Versa**" solution – see the attached, completed "Attachment M New Product Request Form". The "**SASE by Versa**" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.
3. The parties agree as follows: Add the "**Ivanti** fleet, asset and workforce management platform" solution – see the attached, completed "Attachment M New Product Request Form". The "**Ivanti** fleet, asset and workforce management platform" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.
4. The parties agree as follows: Add the "**Jamf Pro** Mobile Device Management" solution – see the attached, completed "Attachment M New Product Request Form". The "**Jamf Pro** Mobile Device Management" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.
5. The parties agree as follows: Add the "**Samsung Knox Manage**" Mobile Device Management solution – see the attached, completed "Attachment M New Product Request Form". The "**Samsung Knox Manage**" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.

Effective Date of Amendment: 2/12/2024

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

DocuSigned by:

8F686CC9343743C...
Contractor's Signature Date

David Bezzant
Contractor's Name (Print)

Vice President
Title (Print)

Approved by:

DocuSigned by:

B690B61B18D2433...
T-Mobile Legal Dept

DocuSigned by:

C38BE9DAC528424...
Director, State of Utah Division of Purchasing Date

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	Contract #
Marci Woodward	801-957-7145	mwoodward@utah.gov	MA176 (Amd #9)



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

DATE: November 27, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: X Verify Log is attached

PRODUCTS: T-Mobile SASE (Secure Access Service Edge) provided by Versa, a third-party provider ("Third-Party Provider" or "Versa")

PRODUCT OVERVIEW:

T-Mobile SASE offers a set of security capabilities that protects access for the work-from-anywhere workforce and remote devices (e.g. IoT, routers, fixed wireless) with a suite of advanced security capabilities on a single, unified platform for a simpler, scalable, and cost-effective solution.

T-Mobile SASE provides this protection through the capabilities of Private Access and Secure Internet Access while offering two authentication options.

Private Access uses a modern secure connection that enables protected access to company apps and data. It offers the following features:

- User Authentication and authorization offering least privileged access, ensuring only authorized users gain access to the application required.
- Direct access to cloud-hosted applications from the T-Mobile cloud gateway.

Secure Internet Access (SIA) offers a suite of advanced security capabilities that safeguards users and their data when using the internet. It offers the following features:

CJ21-3 Attachment M

Page 1 of 6

CLM #2355564



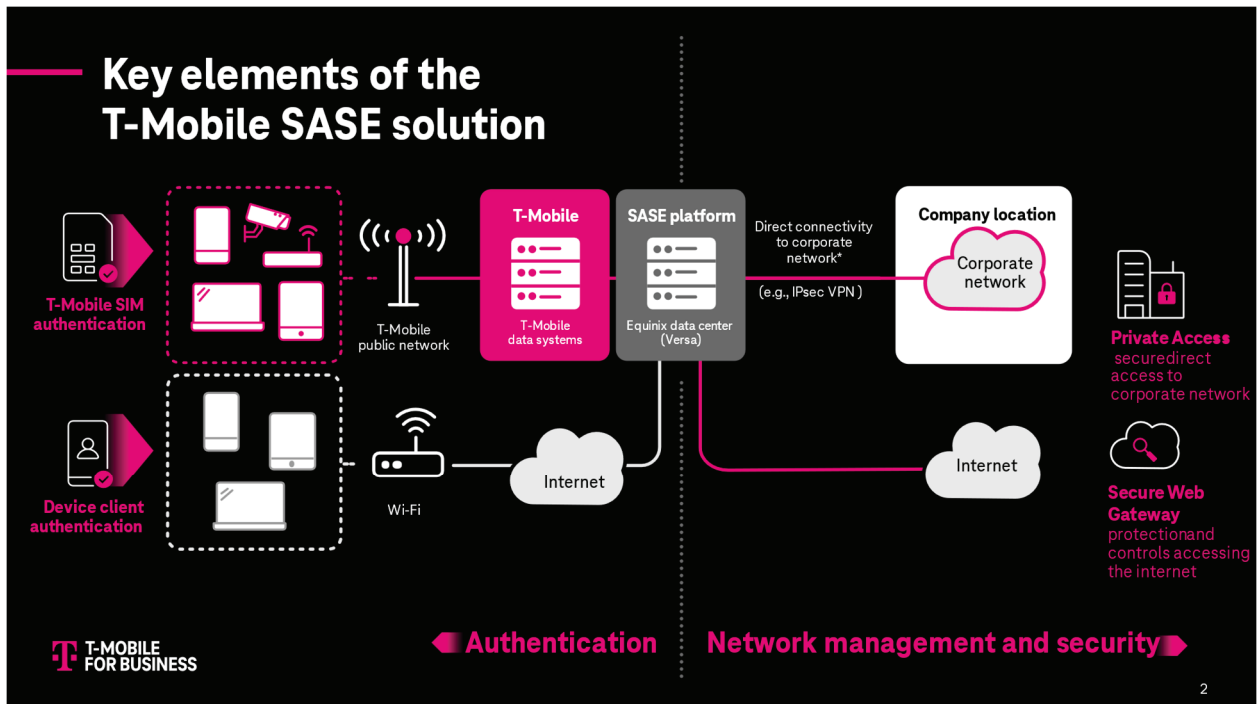
NASPO ValuePoint Wireless Data, Voice and Accessories Product Add Request

- Next-generation firewall to inspect traffic for threats as it comes from the internet to keep the threat from making it to the user's device or organization's intranet. Traffic inspection is looking for ransomware, malware, and viruses.
- Content filtering restricts access to websites, reducing threats of visiting a malicious site as well as potential time-wasting personal browsing.

Two Authentication Options

T-Mobile SASE offers two options to authenticate and safeguard access for users and devices. An organization could have some workers with one or the other, or both, depending on the use case, type of device, and work situation:

- T-SIMsecure (clientless) is an Industry 1st- unique to T-Mobile. T-SIMsecure integrates with the T-Mobile network to provide automatic authorization for access and protection, for a single device when on the T-Mobile network by using the T-Mobile SIM card.
- SASE device client provides authorized access and protections to users when connected to Wi-Fi or another cellular network.





**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

Describe how the product falls with the Scope of the Master Agreement:

This product is a Secure LAN Access Solution under Category 3.N.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of SASE will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") SASE Solution Addendum located at <https://www.t-mobile.com/business/terms-and-conditions> which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the SASE solution, which may be accessed through the Versa Client App, a product of Versa, a third-party provider ("Third-Party Provider" or "Versa"). Customer's use of the Versa Client App is subject to acceptance of the Versa terms of use (the "Third-Party Terms") in the manner required by Versa and available at <https://versa-networks.com/documents/Versa-Networks-EULA-End-User-License-Agreement.pdf> and requires Customer to download the Versa Client App from Apple App Store or Google Play Store. The Third-Party Terms may be updated by Versa from time to time. If Customer does not agree to the Third-Party Terms, Customer will not be able to use the Versa Client App to access the SASE Services. When not on the T-Mobile network, Users are required to use the Versa App to access the SASE Services. The Third-Party Terms are solely between Versa and Customer. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms. T-Mobile does not control and is not responsible or liable for how the Versa App transmits, accesses, stores, or uses Customer data.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice for the SASE monthly recurring charges on a monthly billing cycle in accordance with the Contract. Devices for SASE are sold separately.



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

COST:
Include a cost matrix to include NASPO ValuePoint contract pricing.

Service or Feature	Description	Commercially Available Price per Line/Month
	Secure Access Service Edge (SASE)	
SASE PrvAc SWG TSIM clt CTM Voice	T-Mobile SASE Private Access and Secure Internet Service TSIM license provides a single use T-Mobile SIM fixed wireless internet Device with secure, direct connectivity to the organization's network or to the Internet with a suite of security features. Usage not to exceed the maximum 100 gigabytes per month/license.**	\$10.49
SASE PrvAc SWG TSIM clt CTM MI	T-Mobile SASE Private Access and Secure Internet Service TSIM license provides a single use T-Mobile SIM fixed wireless internet Device with secure, direct connectivity to the organization's network or to the Internet with a suite of security features. Usage not to exceed the maximum 100 gigabytes per month/license.**	\$10.49

* Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges that may apply. Devices for SASE are sold separately. SASE does not protect hotspot or tethered traffic.

** Does not apply to Connecting Heroes and first responder rate plans.

*** Network Management: During congestion, heavy data users (>50GB/month for most Rate Plans) may notice reduced speeds until next bill cycle due to data prioritization. See www.t-mobile.com for additional details.

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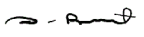
**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

APPROVAL:

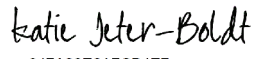
Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY:  _____
8F686CC9343743C...
NAME: David Bezzant _____
TITLE: Vice President _____
DATE: 11/27/2023 _____

Approved in form by:

 _____
947A98E6A7CB4E7... Department

NASPO ValuePoint:

BY: _____
NAME: _____
TITLE: _____
DATE: _____

[illegible]



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

DATE: December 15, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: X Verify Log is attached

PRODUCTS: Ivanti (the "Solution") is a cloud-based fleet, asset and workforce management platform and solution provided by Ivanti, LLC, a third-party provider (the "Third-Party Provider").

PRODUCT OVERVIEW:

Ivanti Neurons for MDM and UEM is an industry-leading mobile device management (MDM) solution for smartphones, tablets, laptops, and desktops (Android, iOS, macOS, Windows).

- Like most MDM solutions, Ivanti Neurons for MDM enables a company administrator to easily manage devices, apps, access, and security policies from a single console. Advanced mobile security features are available as an upgrade.
- Unlike most other MDMs, Ivanti offers:
 - Advanced IT service management tools such as automated troubleshooting in a plan called "Ivanti Neurons for UEM".
 - A Mobile Threat Detection (MTD) app integrated into the MDM solution that can be added on with any of their MDM plans. MTD constantly monitors a device to detect any threats such as virus or malware that the user may have accidentally downloaded.



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

Key Features:

- Quickly and easily onboard devices and provision them over the air with all the apps, settings and security configurations required.
- Simply, securely manage any app on virtually any device- smartphones, tablets, laptops, desktops – from a single, cloud-based console.
- Easily create profiles, set and enforce policies, and manage access and restrictions.
- Distribute and manage enterprise apps and permissions; even enable secure access to business apps for others (e.g. contractors).
- Remotely locate, lock, and wipe lost or stolen devices.
- Add-on Mobile Threat Defense, an app that protects and remediates against known and zero-day threats on mobile devices.
- Real-time visibility and reports on user activity, security status, compliance verification, and more from one dashboard.
- Add advanced IT service management tools (with Ivanti Neurons for UEM).
- MDM/UEM: T-Mobile for Business-led deployment and support.

Describe how the product falls with the Scope of the Master Agreement:

This product is a Mobile Device Management solution under Category 3.B.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of Ivanti (the "Solution") will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") Ivanti Solution Addendum located at <https://www.t-mobile.com/business/terms-and-conditions> which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the Ivanti solution, a product of Ivanti, LLC, a third-party provider ("Ivanti, LLC"). Customer's use of the Solution is subject to acceptance of the Ivanti End User License and Services Agreement found at <https://www.ivanti.com/company/legal/eula> (the "Third-Party Terms"). The Third-Party Terms may be updated at any time, without notice, by the Third-Party Provider. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms.

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**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice for the Ivanti service charges on a monthly billing cycle. The total subscription cost is non-refundable. Unless otherwise indicated on an order, Customer agrees to pay T-Mobile for all purchased licenses on a monthly basis in accordance with the Contract.

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

Solution	Description	Commercially Available Price per License/Month*
Ivanti Mobile Manage and Protect GOV	Must be new MDM customer to Ivanti. Min of 20 and max of 2K licenses	\$5.50
Ivanti Neurons MDM Dvc Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses	\$4.00
Ivanti Neurons MDM User CI Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses. 5 device per user	\$6.00
Ivanti Neurons MDM Prem Dvc Cld Annl Term Bill Mthly Under 500 Mthly GOV	Minimum of 20 licenses.	\$7.50
Ivanti Neurons MDM Prem User Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses. 5 device per user	\$12.00
Ivanti Mobile Threat Def Cld Lookout Annl Term Bill Mthly Under 500 GOV Add On	Minimum of 20 licenses.	\$6.00
Ivanti Neurons UEM Prem Dvc Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses.	\$8.58
Ivanti Neurons UEM Dvc Cld Annl Term Bill Mthly Under 500 GOV	Minimum of 20 licenses.	\$4.92
Ivanti CCPS Support Basic Plus Mthly GOV Add-On	Mobile Device Management Subscription	\$0.60
Ivanti CCPS Support Advanced Mthly GOV Add-On	Mobile Device Management Subscription	\$1.00
Ivanti Neurons MDM Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses	\$3.40
Ivanti Neurons MDM User CI Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses. 5 device per user	\$5.10
Ivanti Neurons MDM Prem Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses.	\$6.38



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

Ivanti Neurons MDM Prem User Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses. 5 device per user	\$10.20
Ivanti Mobile Threat Def Cld Lookout Annl Term Bill Mthly 500 plus GOV Add-On	Minimum of 20 licenses.	\$5.10
Ivanti Neurons UEM Prem Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses.	\$7.30
Ivanti Neurons UEM Dvc Cld Annl Term Bill Mthly 500 plus GOV	Minimum of 20 licenses.	\$4.18
Non-recurring		
Ivanti CCPS Deployment Light GOV	One-time deployment fee	\$500.00
Ivanti CCPS Deployment Professional Std GOV	One-time deployment fee	\$1,000.00
Ivanti CCPS Deployment Professional Advanced GOV	One-time deployment fee	\$5,000.00

** Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.*

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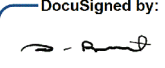
**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

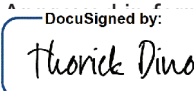
APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY:  _____
8F686CC9343743C...
NAME: David Bezzant _____
TITLE: Vice President _____
DATE: 12/15/2023 _____

 _____ by: _____
B690B61B18D2433... Department

NASPO ValuePoint

BY: _____
NAME: _____
TITLE: _____
DATE: _____



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: December 15, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition (Amendment #6)	5/10/2023
6/23/2023	Inseego Connect Manager Product Addition (Amendment #7)	7/27/2023
8/30/2023	Mystic Message Archival provided by 3 rd Eye Product Addition (Amendment #8)	10/27/2023
11/27/2023	T-Mobile SASE (Secure Access Service Edge) provided by Versa	
12/15/2023	Ivanti MDM provided by Ivanti, LLC	
12/15/2023	Samsung Knox Manage provided by Samsung Electronics Co., Ltd.	
12/15/2023	Jamf Pro provided by San Luis Aviation, Inc.	



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

DATE: December 15, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: ☒ X Verify Log is attached

PRODUCTS: Jamf Pro is a mobile device management (MDM) solution for Apple Devices (the "Solution") provided by San Luis Aviation, Inc. (the "Third-Party Provider").

PRODUCT OVERVIEW:

T-Mobile provides Jamf Pro, a Mobile Device Management solution which provides enterprise-level features and functionalities. Manage Apple iPhones, Mac, iPad, and Apple TV devices. T-Mobile for Business-led deployment and support.

- Jamf Pro provides the ability to:
 - Automate deployment and management.
 - Manage device settings and configurations.
 - Patch Apple devices without user interaction.
 - Empower users with their own enterprise app store and customize devices for optimal user experience.
 - Locate or remote lock/wipe lost or stolen devices.
- Connect Users
 - Account provisioning
 - Identity management
 - Password sync
 - Conditional access
 - Customized app store



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

- Manage Devices
 - Zero-touch deployment
 - Device management
 - App lifecycle management
 - Customized inventory
 - Security enforcement
- Jamf's Apple focus allows for same-day support of new Apple software releases.
- Same-day OS support for every macOS, iOS, iPadOS and tvOS release.

Describe how the product falls with the Scope of the Master Agreement:

This product is a Mobile Device Management Solution under Category 3.B.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of Jamf Pro will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") Jamf Pro Solution Addendum located at <https://www.t-mobile.com/business/terms-and-conditions> which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the Jamf Pro solution, a product provided by San Luis Aviation, Inc. , a third-party provider ("**Third-Party Provider**"). Customer's use of the product is subject to acceptance of the Third-Party Provider's EULA, Privacy, or other terms of service presented to Customer at the time of activation (collectively, the "**Third-Party Terms**"). The Third-Party Terms may be updated at any time, without notice by the Third-Party Provider. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice for the Jamf Pro service charges on a monthly billing cycle. The total subscription cost is non-refundable. Unless otherwise indicated on an order, Customer agrees to pay T-Mobile for all purchased licenses on a monthly basis in accordance with the Contract.



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

Solution		Description	Commercially Available Price per License/Month*
Jamf Pro			
JAMF Pro Monthly (iOS or tvOS) under 500 GOV		Mobile Device Management Subscription	\$3.33
JAMF Pro Monthly (macOS) under 500 GOV		Mobile Device Management Subscription	\$7.17
JAMF Pro Monthly (iOS or tvOS) 500 plus GOV		Mobile Device Management Subscription	\$3.00
JAMF Pro Monthly (macOS) 500 plus GOV		Mobile Device Management Subscription	\$6.45
			Non-recurring
JAMF Pro (iOS & macOS) - Deployment-A GOV		One-Time Add-on Fee	\$1,500.00

**Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.*

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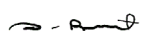
**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY:  _____
8F686CC9343743C...
NAME: David Bezzant _____
TITLE: Vice President _____
DATE: 12/15/2023 _____

DocuSigned by: _____
Thorick Dino
B690B61B18D2433... _partment

NASPO ValuePoint

BY: _____
NAME: _____
TITLE: _____
DATE: _____



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: December 15, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
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10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition (Amendment #6)	5/10/2023
6/23/2023	Inseego Connect Manager Product Addition (Amendment #7)	7/27/2023
8/30/2023	Mystic Message Archival provided by 3 rd Eye Product Addition (Amendment #8)	10/27/2023
11/27/2023	T-Mobile SASE (Secure Access Service Edge) provided by Versa	
12/15/2023	Ivanti MDM provided by Ivanti, LLC	
12/15/2023	Samsung Knox Manage provided by Samsung Electronics Co., Ltd.	
12/15/2023	Jamf Pro provided by San Luis Aviation, Inc.	



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

DATE: December 15, 2023

ATTN: Marci Woodward
NASPO ValuePoint Contract Administrator

RE: NASPO ValuePoint Master Service Agreement #MA176 (the "Contract") with T-Mobile USA, Inc. ("Contractor" or "T-Mobile")

Dear Ms. Woodward:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: X Verify Log is attached

PRODUCTS: Samsung Knox Manage (the "Solution") provides a secure, cloud-based MDM solution that provides device management to allow centralized visibility and control over Customer's Samsung devices and compliance with Customer's internal company policies. The Solution is a product of Samsung Electronics Co., Ltd., the third-party provider of the Solution (the "Third-Party Provider").

PRODUCT OVERVIEW:

- Samsung Knox Manage is an easy-to-use affordable, secure cloud-based Mobile Device Management (MDM) solution that gives business customers the power to manage and monitor employee devices from a centralized portal. It provides management with centralized visibility and control over employee devices, to provide the apps and access employee needs, and to help ensure security and compliance with company policies. It works with other Android, iOS and Windows 10 devices, but offers the most comprehensive security and controls for Samsung.
- Samsung Knox Suite offers a comprehensive suite of enterprise mobility solutions for security, productivity, and manageability throughout the device cycle. For Samsung devices only, Knox Suite is an integrated B2B bundle offering a seamless IT admin user experience that provides end-to-end security, streamlined deployment, and comprehensive device management. (Knox Manage, Knox Mobile Enrollment, Knox E-FOTA, Knox Asset Intelligence, Knox Platform for Enterprise, Knox Support). Samsung Knox Suite is only for Samsung devices.
- Both solutions leverage the granular control of defense-grade Knox OS security capabilities built into many Samsung devices.



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

Describe how the product falls with the Scope of the Master Agreement:

This product is a Mobile Device Management Solution under Category 3.B.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Customer's use and/or purchase of Samsung Knox will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TfG") Samsung Knox Solution Addendum located at <https://www.t-mobile.com/business/terms-and-conditions> which is hereby incorporated by reference and made a part of the Contract.

T-Mobile is solely providing Customer with access to the Solution. Customer's use of the Solution is subject to acceptance of Samsung Knox Legal and Privacy Policies, found here <https://www.samsungknox.com/en/legal> (the "Third-Party Terms"). The Third-Party Terms may be updated at any time, without notice, by the Third-Party Provider. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms. T-Mobile does not control and is not responsible or liable for how the Solution or Samsung Electronics Co., Ltd. transmits, accesses, stores, or uses data.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

T-Mobile will invoice for the Samsung Knox service charges on a monthly billing cycle. The total subscription cost is non-refundable. Unless otherwise indicated on an order, Customer agrees to pay T-Mobile for all purchased licenses on a monthly basis in accordance with the Contract.



NASPO ValuePoint Wireless Data, Voice and Accessories Product Add Request

COST:

Include a cost matrix to include NASPO ValuePoint contract pricing.

Solution	Description	Commercially Available Price per License/Month*
Samsung Knox		
Samsung Knox Suite-Monthly MI-KXKSSWWC2M0 under 500 GOV	Knox Suite Monthly includes Manage, EFOTA, KPE	\$3.50
Samsung Knox Manage-Monthly MI-KXKMSWWC2M0 Under 500 GOV	Knox Manage Monthly	\$2.00
Samsung Knox Configure-Dynamic Edtn Dvc MI-OSKCDM1WWT2 Under 500 GOV	Knox Configure-Dynamic Edition	\$0.87
Samsung Knox Suite-Monthly MI-KXKSSWWC2M0 500 plus GOV	Knox Suite Monthly includes Manage, EFOTA, KPE	\$2.98
Samsung Knox Manage-Monthly MI-KXKMSWWC2M0 500 plus GOV	Knox Manage Monthly	\$1.70
Samsung Knox Configure-Dynamic Edtn Dvc MI-OSKCDM1WWT2 500 plus GOV	Knox Configure-Dynamic Edition	\$0.74
Non-recurring		
Samsung Knox Advanced B2B Tech Spt 1 Yr MI-OVCPAA GOV	Annual Fee - Advanced B2B technical support 1 year	\$20,000.00
Samsung Knox Elite B2B Tech Spt 1 Yr MI-OVCPAB GOV	Annual Fee - Elite B2B technical support 1 year	\$50,000.00
Samsung Knox Manage Quickstart: Secure Cntrl MI-OVCPK3 GOV	One-time deployment fee	\$1,699.00
Samsung Knox Mobile Deploy Service Eng per hr MI-OVMTAA2 GOV	One-time hourly deployment service engineers, minimum 8 hours required	\$250.00
Samsung Knox Manage Quick Start: App Control MI-OVCPK2 GOV	One-time deployment fee	\$699.00
Samsung Knox Suite Setup Service MI-OVPSAB2 GOV	One-time deployment fee	\$3,999.00

*Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.




**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

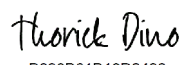
APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

BY:  _____
DocuSigned by:
8F686CC9343743C...
NAME: David Bezzant _____
TITLE: Vice President _____
DATE: 12/15/2023 _____

Approved in form by:
DocuSigned by:
 _____
B690B61B18D2433... epartment

NASPO ValuePoint

BY: _____
NAME: _____
TITLE: _____
DATE: _____



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ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: T-Mobile USA, Inc.

Contact Name and Email (for questions): Shannon.Hewitt-Tapp@T-Mobile.com

DATE: December 15, 2023

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
3/30/21	Dialpad Product Addition	3/31/21
9/22/21	Spireon Product Addition	9/23/21
9/24/21	Control Center IoT Product Addition	10/6/21
10/17/22	VASTLocate Product Addition	10/19/22
10/17/22	MarketSpark Product Addition	10/19/22
10/17/22	Ooma AirDial Product Addition	10/19/22
4/13/2023	Multiline Product Addition (Amendment #6)	5/10/2023
6/23/2023	Inseego Connect Manager Product Addition (Amendment #7)	7/27/2023
8/30/2023	Mystic Message Archival provided by 3 rd Eye Product Addition (Amendment #8)	10/27/2023
11/27/2023	T-Mobile SASE (Secure Access Service Edge) provided by Versa	
12/15/2023	Ivanti MDM provided by Ivanti, LLC	
12/15/2023	Samsung Knox Manage provided by Samsung Electronics Co., Ltd.	
12/15/2023	Jamf Pro provided by San Luis Aviation, Inc.	