

**AMENDMENT No.2
TO THE MASTER AGREEMENT #MA176
Between
STATE OF UTAH DIVISION OF PURCHASING
And
T-MOBILE USA, INC.**

THIS AMENDMENT is made by and between the State of Utah, Division of Purchasing (“State”), T-Mobile USA, Inc., (“T-Mobile” or “Contractor”) to the NASPO ValuePoint Master Agreement #MA176 for Wireless Data, Voice and Accessories, and is effective as of the date the second party signs this Amendment No. 2 (“Amendment Effective Date”).

BACKGROUND

- A.** The State entered into a Master Agreement #MA176 with T-Mobile, pursuant to Bid #CJ18012, with an effective date of July 1, 2019 (“T-Mobile NASPO Agreement”);
- B.** The State entered into a Master Agreement #MA262 with Sprint Solutions, Inc., (“Sprint”), pursuant to Bid #CJ18012, with an effective date of December 6, 2019 (“Sprint MA262 NASPO Agreement”);
- C.** Effective April 1, 2020: (i) T-Mobile US, Inc., the parent company of Contractor merged with Sprint Corporation, the parent company of Sprint Solutions, Inc.; (ii) as a result of the merger, Sprint Corporation and all its subsidiaries, including Sprint Solutions, Inc., are now subsidiaries of T-Mobile US, Inc.; (iii) Contractor and Sprint continue to be valid, wholly-owned subsidiaries of T-Mobile US, Inc.; and (iv) T-Mobile and Sprint will continue to perform their respective obligations relating to the T-Mobile NASPO Agreement or the Sprint MA262 NASPO Agreement;
- D.** The T-Mobile NASPO Agreement and the Sprint MA262 NASPO Agreement will continue in accordance with their respective terms and conditions; and
- E.** The goal for T-Mobile, Sprint and the State is to: (i) bring the Sprint MA262 NASPO Agreement Participating Entities and Purchasing Entities (collectively the “Sprint MA262 Entities”) under the T-Mobile NASPO Agreement; (ii) provide a process for the other Sprint NASPO Master Agreement #1907 Participating Entities and Buyers that have not signed a Participating Addendum under Sprint MA262 NASPO Agreement (collectively the “Other Sprint 1907 Entities”) to move under the T-Mobile NASPO Agreement; and (iii) incorporate into the T-Mobile NASPO Agreement the Sprint Products and Services listed in the Sprint MA262 NASPO Agreement for the benefit of the Sprint MA262 Entities and the Other Sprint 1907 Entities.

AGREEMENT

The parties agree to amend this T-Mobile NASPO Agreement as follows:

- 1. T-Mobile and NASPO will coordinate with Sprint MA262 Entities under the Sprint MA262 NASPO Agreement to migrate accounts to the corresponding Participating Addenda under the T-Mobile NASPO Agreement. The preferred migration methods will be through either

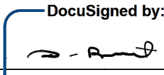
the execution of an amendment with each of the Sprint MA262 Entities current Participating Addenda to associate each with the T-Mobile NASPO Agreement as the governing master agreement, or an opt in/opt out type notification to all Sprint MA262 Entities. The Sprint MA262 NASPO Agreement will remain in full force and effect until such time as all Sprint MA262 Entities under the Sprint Participating Addenda migrate to the T-Mobile NASPO Agreement.

2. T-Mobile and NASPO will coordinate with the Other Sprint 1907 Entities under the Sprint NASPO Agreement #1907 to migrate accounts to Participating Addenda under the T-Mobile NASPO Agreement. The preferred migration methods will be through either the execution of an amendment with each of the Other Sprint 1907 Entities' current Participating Addenda to associate each with the T-Mobile NASPO Agreement as the governing master agreement, or an opt in/opt out type notification to all Other Sprint 1907 Entities. The Sprint NASPO Agreement #1907 will remain in full force and effect until it expires in accordance with its terms.
3. All wireless Products and Services from the Sprint MA262 NASPO Agreement are incorporated by reference into this T-Mobile NASPO Agreement for the sole purpose of allowing the continued use by the Sprint MA262 Entities and the Other Sprint 1907 Entities.
4. Until such time as the Sprint MA262 Entities and the Other Sprint 1907 Entities migrate to the T-Mobile Network, Sprint will continue to provide and offer existing Sprint Products and Services to the Sprint MA262 Entities and the Other Sprint 1907 Entities on the Sprint Networks and via separate Sprint invoices in accordance with the incorporated pricing, terms and conditions of the Sprint MA262 NASPO Agreement. Such pricing, terms and condition include but are not limited to, the applicable sections for Billing, Payment, Ordering, Administrative Fees, and NASPO ValuePoint Summary and Detailed Usage Reports from Attachment A and the incorporation of Attachment AA in their entirety from the Sprint MA262 NASPO Agreement.
5. Attachment G (Plan Description) from the Sprint MA262 NASPO Agreement is incorporated into this T-Mobile NASPO Agreement as the new Attachment G-1 (Sprint Legacy Plans) and will continue to govern pricing for the Sprint MA262 Entities and the Other Sprint 1907 Entities using the Sprint Products and Services.
6. It is further agreed that as of the Amendment Effective Date, only Sprint MA262 Entities and the Other Sprint 1907 Entities are permitted to continue to purchase and use the Sprint Products and Services and pricing in Attachment G-1. Except as provided in the preceding sentence, all existing and new Purchasing Entities under the T-Mobile NASPO Agreement, and all Orders under new accounts will be limited to purchasing T-Mobile Products, Services and solutions. Sprint MA262 Entities and the Other Sprint 1907 Entities will be permitted to purchase T-Mobile wireless Products and Services under the T-Mobile NASPO Agreement on separate T-Mobile account(s).
7. To facilitate contract administration, the parties agree that T-Mobile or Sprint may sign on behalf of Sprint.

All other terms and conditions of this T-Mobile NASPO Agreement and amendments shall remain unchanged, in full force and effective, and fully applicable to the parties.

WHEREFORE the parties hereto have set their hand and seal to this Amendment as of the Amendment Effective Date.


T-MOBILE USA, INC.
By (Authorized Signature)

By:  _____
Print: David Bezzant
Title: Vice President
Date: 7/14/2020

STATE OF UTAH
DIVISION OF PURCHASING
By (Authorized Signature)

By:  _____
Print: Christopher Hughes
Title: Director & Chief Procurement Officer
Date: 07/14/2020

Legal Approved by:

 _____
Kevin Creed 7/14/2020
T-Mobile USA, Inc. Legal Dept.