

**ATTACHMENT CC  
CONTRACTOR'S SPECIAL TERMS AND CONDITIONS**

These terms and conditions ("Agreement") are effective as of the date of the Master Service Agreement for Services of Independent Contractor executed of even date herewith by and between T-Mobile USA, Inc., a Delaware corporation and its affiliates, assignees, and agents ("T-Mobile") and the Western States Contracting Alliance ("Customer") and their employees who use the Service ("Customer"), for communication services and related services and features ("Service"), and for the purchase and use of wireless devices, Handsets, Smart Cards, and/or other equipment, including additional or replacement equipment, for use with the Service (each a "Unit"). For purposes of this Agreement, T-Mobile and Customer are sometimes collectively referred to as the "Parties," and individually as a "Party."

WHEREAS, the Parties will abide by the provisions of this Agreement to facilitate the provision of Service and Units to Customer's who receive Service under Customer's corporate liable master account ("Master Accounts") or Customer's employees who receive separate Service in their own name under the individual liable Employee Advantage Program ("Employee Accounts") specified herein (each a "User").

NOW THEREFORE for valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. **Term; Fixed Term.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of four (4) years thereafter (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for an additional two (2) year term at the discretion of the lead State or as determined in the best interest of the lead State and WSCA, subject to mutual written acceptance. IL Accounts may have terms that begin on the date Service for a certain rate plan or feature is activated for the IL Account ("Fixed Term"), which continues past the termination date of this Agreement; termination of this Agreement shall not affect such Fixed Terms.
2. **Service and Unit Pricing.** The Service and Unit pricing currently available to Customer is set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. Customer may also choose any then-current generally available rate plan or Unit offered by T-Mobile, subject to the terms and conditions of such rate plan or Unit. Customer (including all Master Account Users) shall be eligible for the Aggregate Volume Discounts and Handset Discounts set forth in Exhibit A, subject to the applicable terms and conditions associated with such discounts. Orders for Service under the Master Account shall be processed pursuant to T-Mobile's standard activation procedures and must be approved by an authorized designee of Customer. Any subscribers who are existing T-Mobile subscribers at the time of commencement of this Agreement ("Existing Subscribers") are eligible to transfer their account to the Service and Unit pricing available under this Agreement (subject to the terms and conditions of this Agreement) so long as such Existing Subscribers' existing service plans are then-current T-Mobile rate plans; provided, however, that the Service and Unit pricing, including any applicable Aggregate Volume Discounts, will not be available until the Existing Subscribers are converted to Customer's T-Mobile billing cycle, and all such Existing Subscriber account transfers must be completed within the first sixty (60) days after the Effective Date of this Agreement. Thereafter, Existing Subscriber account transfers will be evaluated on a case-by-case basis and T-Mobile, in its sole discretion, may refuse to transfer to this Agreement any lines of Service activated after the Effective Date of this Agreement by third-party vendors of T-Mobile services. Notwithstanding the foregoing, Customer may activate new lines of Service under this Agreement through T-Mobile's Business Sales National Account Team assigned to Customer's account at any time during the Initial Term and any renewal term of this Agreement, subject to the terms of this Agreement.
3. **Employee Advantage Program.** Customer's employees shall be eligible to receive Units and the Aggregate Volume Discount on Service and other applicable Employee Advantage Program benefits described herein, such as eligibility for the Cancellation and Return Policy in Section 13, only upon such employees meeting the following conditions: (a) the employee shall provide T-Mobile with proof that they are currently employed by Customer at the time of activation; (b) the employee shall satisfy T-Mobile's credit requirements; (c) the employee shall execute a T-Mobile Service Agreement agreeing to be bound by the T-Mobile Terms and Conditions ("T&C's"); (d) the employee may be required to agree to a new Fixed Term of not less than twenty-four (24) months from the date of activation or migration of a line of Service under the Employee Advantage Program; and (e) the employee shall comply with T-Mobile's activation procedures, including activating Service only through a point of sale approved by T-Mobile's Business Sales division for the Employee Advantage Program. ACTIVATION OF A LINE OF SERVICE IN A T-MOBILE RETAIL STORE OR DEALER LOCATION NOT APPROVED TO ACTIVATE EMPLOYEE ADVANTAGE PROGRAM ACCOUNTS MAY RESULT IN AN EMPLOYEE ACCOUNT USER BEING DEEMED INELIGIBLE FOR THE EMPLOYEE ADVANTAGE PROGRAM, INCLUDING THE APPLICABLE AGGREGATE VOLUME DISCOUNT. T-Mobile may periodically review Employee Accounts to confirm continued proof of employment and Employee eligibility. Upon T-Mobile's reasonable request, Customer shall provide employment verifications to T-Mobile for all Employee Accounts. Should an employee terminate employment with Customer, such employee shall continue to receive Service under the

Employee Account rate plan until the end of the employee's Fixed Term. The former employee shall then be eligible to receive Service under T-Mobile's standard consumer rate plans, subject to the applicable terms and conditions under such rate plans. Customer shall not be liable for payment on any Employee Account established under the Employee Advantage Program.

4. **Changes to Terms of Use.** T-Mobile may change the rate plans made available to new lines of Service or Units at any time; provided, however, that any rate plan selected by a User at the time of activation shall be honored by T-Mobile for the Fixed Term associated with that rate plan (unless a User modifies its rate plan or requests a change to another rate plan prior to the end of its Fixed Term). Unless Customer has selected a promotional rate plan or accepted promotional Unit pricing, Customer may, upon verbal or written notice to T-Mobile and with respect to IL Accounts, payment of any applicable migration fee of up to Two Hundred Dollars (\$200) for each line of Service assessed, change to another rate plan. Rate plan changes will be effective as of Customer's next bill cycle. Any Fixed Term will remain unchanged by any modification to the account, unless Customer agrees to a new Fixed Term as part of such modification. If T-Mobile allows Customer to temporarily suspend any Units, the Fixed Term will be extended by the length of the temporary suspension. If Customer purchases any other T-Mobile services or features (or any future services or features) that are not covered by the terms of this Agreement, the T-Mobile terms and conditions applicable to that service or feature shall apply. Customer shall be required to review and accept such additional terms and conditions before using such additional services or features.
5. **Service Availability.** Service is available to a Unit only when it is within the operating range of T-Mobile's system or the systems of an operator with which T-Mobile has an applicable roaming agreement. Coverage maps that have been provided by T-Mobile are only estimates; actual service coverage and quality may vary. There are gaps in Service within the estimated service areas shown on the coverage maps. Service is subject to unavailability, including emergency situations, transmission limits, network problems or limitations, problems with Customer Units, problems associated with interconnecting carriers, buildings, tunnels, signal strength and atmospheric or topographical conditions, and may be interrupted, dropped, refused, limited, or curtailed. T-Mobile may impose credit, usage or Service limits, suspend Service, or block certain categories of calls (e.g., international, country, 900, 976) in its sole discretion to protect Users or its business. Units must be used predominantly within the T-Mobile-owned network coverage area ("Network"). Units may connect to another provider's network ("Off-Net") even when Users are within the T-Mobile coverage area. Units are enabled so that a User can determine whether his or her Unit is Off-Net. T-Mobile may limit or terminate the affected line of Service in T-Mobile's discretion if (a) a User no longer resides in a place within the Network, (b) more than 50% of a User's voice and/or data usage is Off-Net for any three billing cycles within any twelve (12) month period, (c) a User's Off-Net usage makes it uneconomical for T-Mobile to provide Service to such User, or (d) related to T-Mobile's arrangements with an Off-Net provider. Service shall not be transferred to another geographic market unless approved by T-Mobile in its sole discretion. T-Mobile may impose commercially reasonable administrative fees for such geographic market transfers and limit the geographic markets available for such transfers. **T-Mobile is not liable for any Service limits, failures or outages, including without limitation, the failure of a 9-1-1 emergency call to be connected or completed. Location services, including 9-1-1 location services, may not be available in Customer's area and are subject to the Service limitations in this Section 5.**
6. **Use of Service.** Customer agrees not to resell any aspect of the Service or bundle it with any product or device not directly provided to Customer by T-Mobile, whether for profit or otherwise. Customer agrees not to modify the Units or use the Service or Units for any fraudulent, unlawful, harassing or abusive purpose, or in such a way as to create damage or risk to T-Mobile's business, reputation, employees, subscribers, facilities, third parties or to the public generally. Customer agrees not to use the Service or Units to send any harassing, threatening, obscene, or unsolicited commercial text, e-mail or other messages. Except as stated in Section 26, Customer has no proprietary or ownership rights to a specific number ("Number"), IP address, or e-mail address assigned to Customer or Customer's Unit. Customer agrees that T-Mobile may contact Master Account Users through the Units, by pre-recorded or artificial voice or text messages delivered by an automatic telephone dialing system or by e-mail messages delivered by an automatic e-mailing system, to notify such User of changes to or information about their account or the Service. T-Mobile may deactivate or suspend Service to any Number without prior notice if T-Mobile suspects any unlawful or fraudulent use of the Number. Customer agrees to reasonably cooperate with T-Mobile in investigating suspected unlawful or fraudulent use. Customer acknowledges that the Unit may not be compatible with the network and services provided by another service provider. Customer may buy Units from T-Mobile, or from someone else, however all existing account transfers shall be handled in accordance with the terms of Section 2 herein.
7. **Default; Termination.** Customer will be in default under this Agreement if Customer does not pay any sum when due, breaches this Agreement, becomes the subject of any proceeding under the Bankruptcy Code or becomes insolvent. In any such case, Customer shall remain responsible for payment of all charges and fees (including any applicable early termination fee) due to T-Mobile under this Agreement (including any charges after a Bankruptcy filing), which charges will be immediately due and payable. T-Mobile has the right to discontinue Service and/or terminate this Agreement without prior notice if Customer breaches this Agreement for fraudulent or unlawful use as stated under Section 6 of this Agreement. For any other breach of

this Agreement, T-Mobile shall have the right to discontinue Service and/or terminate this Agreement if Customer fails to cure such breach within thirty (30) days of the date of written notice from T-Mobile to Customer describing said breach. For purposes of determining a breach of Section 8 of this Agreement for failing to pay any past due amounts to the Master Account in accordance with payment deadlines indicated on Customer's monthly invoice, written notice of termination may be contained on billing statements made to Customer. Customer shall have the right to discontinue Service and/or terminate this Agreement without penalty if T-Mobile materially breaches this Agreement and such breach has not been cured within thirty (30) days after T-Mobile receives written notice of such breach from Customer. If T-Mobile agrees to reinstate Service to Customer after limiting, suspending, or terminating Service, Customer may be charged a fee. Each Party's remedies hereunder are not exclusive but are in addition to all other remedies provided by law.

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

**8.1** Customer agrees to pay in full all charges for Service for the Master Accounts, including regular monthly Service and usage charges, and other charges or purchases billed to Master Account Users. Usage charges may include, without limitation, charges for calls, messages, and data that are processed through the Units or through any Number assigned to or authorized by Customer, toll charges, long distance charges, additional or differently-calculated charges assessed by another service provider for calls, messages and data that are sent from or received by the Unit when Off-Net ("roaming" charges), any applicable landline access charges (directory assistance, etc.), and additional services, products or features which Customer uses from T-Mobile or from third-party providers (e.g., games, apps, ringtones, etc.). For each call there may be additional charges including without limit: (a) airtime; (b) toll charges; (c) roaming; (d) taxes; (e) features (such as web access, text messages, calling card use and voicemail) and services (such as operator or directory assistance). Customer will be charged for more than one call for certain features consisting of multiple inbound or outbound calls (such as call forwarding, call waiting and conference calling). International roaming and dialing are available with some rate plans and on some Units and may require an additional feature on a line of Service. Whether roaming internationally or making and sending international calls and messages while in the U.S. (or Puerto Rico), Users will be charged international rates (including for voicemails left for such Users and for data usage). Such charges include per minute rates for calls and, while roaming internationally, per minute rates for calls transferred to Users' voicemail and the relevant data rates for data usage. Users roaming internationally may be charged for more than one call for unanswered calls that are forwarded to voicemail regardless of whether the calls result in an actual voicemail message being left for such Users and regardless of whether the Unit is on or off and some Units and applications may incur usage and charges while Off-Net. Users may be able to disable these applications and features through a Unit's settings. Different rates and rounding increments apply in different countries. See [www.T-Mobile.com](http://www.T-Mobile.com) for information on international access, rates, Services and coverage. Customer will be charged for Service and other features on a monthly billing cycle basis. Customer may block purchases of third-party products or services by visiting [www.T-Mobile.com](http://www.T-Mobile.com), emailing T-Mobile at [Businesscare@t-mobilesupport.com](mailto:Businesscare@t-mobilesupport.com), or contacting Customer Care at (800) 375-1126. Unused minutes or other allocated Services (e.g., text messages, data transmission) from any rate plans or features do not carry over to the next billing cycle. T-Mobile may change Customer's billing cycle at any time. Billing of roaming charges and minutes of use or Services may be delayed or applied against included minutes or Services in a subsequent billing cycle, which may cause Customer to exceed Customer's allocated minutes or Services in a particular billing cycle. Incoming and outgoing calls are billed in full minute increments from the time the wireless network begins to process the call (before the call rings or is answered) through its termination of the call; any fraction of a minute of usage is rounded up and charged, or deducted from any allocated minutes, as a full minute. Data usage is rounded up to the next full-kilobyte increment at the end of each data session. At the end of Customer's billing cycle, or at the time Customer switches data plans, the total kilobytes are then rounded up to the next megabyte. There are 1,024 kilobytes in one megabyte. Any Taxes and Fees, as defined in Section 13 of the MSA will be added to Customer's charges as provided herein. If Customer requests that T-Mobile block a Master Account line of Service from placing international calls ("International Dialing Block"), Customer acknowledges that certain countries and locations outside of the continental United States, including, Canada, Mexico, and the U.S. Virgin Islands, may not be blocked.

**8.2** If T-Mobile has agreed that Customer may pay for Master Account charges with a credit card, T-Mobile will charge the credit card, at the time of billing, for all amounts or other obligations Customer has incurred. Customer also authorizes T-Mobile to charge Customer's credit card at or after termination of Service to pay all outstanding Master Account balances (including, but not limited to, payment of any applicable early termination fee). If Customer has not authorized charges to be made to a credit card, or if Customer revokes such authorization, or if for any reason Customer's credit card issuer does not pay T-Mobile, T-Mobile must receive payment from Customer on or before the due date, or we may suspend or terminate the Service in accordance with the terms of Section 7.

**8.3** Except as prohibited by law, charges, less disputed amounts, for Master Account Users must be paid within sixty (60) days of the date of invoice. Customer agrees that (a) time is of the essence; (b) it would be impractical to fix the exact amount of T-Mobile's damages if Customer fails to pay promptly; and (c) in the event T-Mobile does not receive payment by the due date shown on Customer's monthly invoice, payment is past due and Customer may be assessed a default interest of the lower of 1.5% per month (or any portion thereof) on any past due amount until paid, or the highest amount permitted by law. If Customer believes the bill contains any incorrect charges, Customer must notify T-Mobile of such disputed charges within sixty (60) days from the date of the first bill that contains the disputed charges or Customer waives the right to dispute those charges. Customer shall contact Customer Care at (800) 375-1126 or email T-Mobile at [Businesscare@t-mobilesupport.com](mailto:Businesscare@t-mobilesupport.com) so that T-Mobile can review Customer's Master Account. If Customer accepts a credit to resolve an issue, Customer agrees the issue is resolved. T-Mobile may require Customer to describe the dispute in writing. Any written communications concerning disputed amounts owed must be sent to: T-Mobile Corporate Customer Care, PO Box 29240, Bellingham, WA 98228-1228. If it is determined that Customer owes some, or all, of the amount in dispute, that amount will be added to any current charges and must be paid by the date shown on the monthly invoice. If T-Mobile accepts late or partial payments or payments marked "Paid in Full" or similar notations, it will not waive any of T-Mobile's rights hereunder to collect all amounts that Customer owes T-Mobile nor will it constitute an accord and satisfaction. T-Mobile may charge Customer \$35, or the maximum amount allowed under applicable law if any check or electronic funds transfer payment, including debit or Automated Clearing House payment, is dishonored or returned for insufficient funds.

**8.4** If Customer's Unit is lost or stolen ("Lost Unit"): (1) Customer must notify T-Mobile promptly and ask T-Mobile to deactivate the Lost Unit; and (2) provide T-Mobile within fourteen (14) days, any reasonable documentation T-Mobile requests (such as a copy of a filed police report if the Unit is stolen). If Customer completes the above requirements, Customer will not be liable for any unauthorized airtime charges fraudulently incurred on the Lost Unit, although Customer agrees to assist T-Mobile with any prosecution. Customer must fulfill the remainder of the Initial or Fixed Term by purchasing and activating a replacement Unit, or Customer will be subject to any applicable early termination fee per Number as more fully described in Section 21 of this Agreement.

**9. Privacy.** Wireless systems use radio channels to transmit voice and data communications over a complex network. Privacy cannot be guaranteed, and T-Mobile shall not be liable to Customer for any lack of privacy experienced while using any Units or the Service. T-Mobile has the right, but not the obligation, to monitor, intercept and disclose any transmissions over or using its facilities, and to provide subscriber billing, account, calling or use records, and related information under certain circumstances (e.g., in response to lawful process, orders, subpoenas, or warrants, or to protect T-Mobile's rights or property). Customer's caller identification (e.g., name and number) may be displayed on the equipment or bill of the person receiving Customer's call. Please consult the T-Mobile privacy policy at [www.t-mobile.com](http://www.t-mobile.com) for information on the use and disclosure of information.

**10. Cancellation and Return Policy.** Master and Employee Account Users may cancel a new line of Service without paying any applicable early termination fee if within the Return Period (defined below) the User: (a) contacts T-Mobile to cancel Service and (b) returns the Like New Unit (defined below) through Customer's T-Mobile account representative or team or location from which it was purchased with proof of purchase. The "Return Period" is thirty (30) calendar days from the Unit's purchase date. Only Like New Units returned with proof of purchase to Customer's T-Mobile account representative or team or location from which it was purchased within the Return Period are eligible for a refund of the purchase price. A "Like New Unit" is a Unit purchased from T-Mobile that is in its original packaging with all original contents, undamaged, and in good working condition with no material alterations to the Unit's hardware or software, as determined by T-Mobile in its sole discretion. Customer may be required to pay a commercially reasonable restocking fee for failing to return a Unit with included packaging, manuals or accessories, or if the Unit returned is in a damaged, altered or destroyed condition. Even if Customer cancels Service and/or returns any Unit as provided herein, Customer must pay all Service and usage charges incurred prior to cancellation or return and any applicable subsequent penalties or assessments. If a User attempts to cancel Service but does not return the applicable Unit or if such Unit is returned in a damaged, altered or destroyed condition, T-Mobile may take one or more of the following actions: (i) prevent such Unit from working on any network; (ii) charge an early termination fee; (iii) elect not to process Service cancellation; or (iv) charge such User the suggested retail price or the cost to repair the applicable Unit, (which may be greater than the price paid for such Unit), plus any shipping and handling charges.

**11. Notices.** All notices and other communications hereunder shall be given in writing and shall be deemed to have been duly given and effective:

- (i) upon receipt if delivered in person or via tele-copy,
- (ii) one day after deposit prepaid with a national overnight express delivery service, or
- (iii) three days after deposit in the United States mail.

Either Party may change the following contact information upon written notice to the other Party. Notices shall be delivered or transmitted to:

If to Customer:

State of Nevada, Purchasing Division  
515 East Musser Street, Suite 300  
Carson City, NV 89701  
Attn: Teri Smith  
Phone: (775) 684-0178  
Fax: (775) 684-0188  
E-mail: [tsmith@admin.nv.gov](mailto:tsmith@admin.nv.gov)

If to T-Mobile:

T-Mobile USA, Inc.  
12920 S.E. 38<sup>th</sup> Street  
Bellevue, Washington 98006  
FAX: (425) 378-4040  
Attention: President  
With a Copy to: Legal Department

12. **Severability.** If any provision of this Agreement is held to be inapplicable or unenforceable, including any limitations in Sections 10, 11, 18 or 19, then such provision shall be construed, as nearly as possible, to reflect the intentions of the Parties with the other provisions remaining in full force and effect, and the balance of the provisions shall remain unaffected.
13. **Survival.** The following provisions, and any other provisions which may reasonably be construed as surviving, and the rights and obligations of the Parties hereunder, shall survive any termination of this Agreement for any reason: Sections 5, 6, 7, 8, 13, 14, 15, of this Attachment CC and paragraphs 12, 13, 22, 23, 24, 25, 29, 31 of the Master Service Agreement, and the terms and conditions related to Customer's use of other T-Mobile services.
14. **Account Maintenance Authorization.** Customer hereby authorizes T-Mobile's Account Management Team to access Customer's Master Accounts to perform account maintenance services at Customer's discretion and on its behalf, including but not limited to: (a) Rate Plan Changes; (b) Feature Changes or Additions; (c) Mobile Number Changes; (d) SIM Changes; (e) Handset Upgrades/Exchanges; (f) Re-set of Voicemail Passwords; (g) Change of Address; and/or (h) Set-up Courtesy Statements. This authorization shall be valid for the term of this Agreement and may not be modified except pursuant to a written amendment signed by Customer and T-Mobile.
15. **Use of Third Party Equipment and Handsets.** In the event that Customer uses third party equipment or Handsets with the Service that are not provided to Customer directly by T-Mobile ("Third Party Equipment"), Customer acknowledges and agrees to the following: (a) T-Mobile shall not accept any returns of the Third Party Equipment; (b) T-Mobile shall not provide any warranty of any kind on the Third Party Equipment; (c) T-Mobile shall not offer Customer Care services for the Third Party Equipment; (d) the Third Party Equipment may not function properly with the Service; (e) each User shall use the Third Party Equipment at its own risk; and (f) Customer shall be responsible for monthly service charges accrued from the date T-Mobile fulfills an order for a Subscriber Identity Module ("SIM"). T-Mobile disclaims all liability for Use of Third Party Equipment in accordance with Section 11 of this Agreement. In the event that T-Mobile certifies or endorses the use of certain Third Party Equipment with the Service, the above provisions shall still apply.
16. **Regulatory Clauses for Federal Contractors.** Exec. Orders 11246 and 13201 and 29 C.F.R. Part 470 and 41 C.F. R. Parts 60-1.4, 60-1.8, 60-250.5 and 60-741.5 are incorporated herein by this reference, if applicable.
17. **Additional Terms for Data Plans and Other Features.** The following terms apply to Customer's Master Account data plan(s). To the extent any data plan terms expressly conflict with the terms in this Agreement, the applicable data plan terms will govern.
  - 17.1. **Permissible and Prohibited Uses.** Customer acknowledges that the data plan is intended for Web browsing, messaging, and similar activities on a Master Account User's Unit and not on any other equipment. Unless explicitly permitted by a data plan, other uses, including for example, tethering a Unit to a personal computer or other hardware, are not permitted.

Examples of prohibited uses include but are not limited to: (a) server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file-sharing applications that are broadcast to multiple servers or recipients, "bots" or similar routines that could disrupt net user groups or email use by others or other applications that denigrate network capacity or functionality; (b) as a substitute or backup for private lines or dedicated data connections; (c) any activity that adversely affects the ability of other users or systems to use either T-Mobile's Services or the network-based resources of others, including the generation or dissemination of viruses, malware or "denial of service" attacks; (d) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, T-Mobile's Network or another entity's network or systems; or (e) running software or other devices that maintain continuously active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions. For example, Customer cannot use a data plan for Web broadcasting, or for the operation of servers, telemetry devices and/or supervisory control and data acquisition devices.

**17.2. Protective Measures.** To provide a good experience for the majority of T-Mobile's customers and minimize capacity issues and degradation in Network performance, T-Mobile may take measures including temporarily reducing data throughput for a subset of customers who use a disproportionate amount of bandwidth. In addition, if a Master Account User's total usage exceeds 5GB (amount is subject to change without notice; please periodically check T-Mobile.com for updates) during a billing cycle, T-Mobile may reduce such User's data speed for the remainder of that billing cycle. T-Mobile may also suspend, terminate, or restrict a User's data session, data plan, Service or switch a User to a more appropriate data plan if a data plan is used in a manner that interferes with other customers' service, T-Mobile's ability to allocate Network capacity among customers, or that otherwise may degrade service quality for other customers. T-Mobile also manages its Network to facilitate the proper functioning of Services that require consistent high speeds, such as video calling, which may, particularly at times and in areas of network congestion, result in reduced speeds for other Services. Additionally, T-Mobile may implement other network management practices, such as caching less data, using less capacity, and sizing video more appropriately for a Unit to transmit data files more efficiently. Such practices are agnostic to the content itself and to the websites that provide it. While T-Mobile avoids changing text, image, and video files in the compression process when practical, the process may impact the appearance of files as displayed on Customer's Units.

**17.3. Downloadable Content and Applications.** Customer can purchase Content and Applications (e.g., downloadable or networked applications, wallpapers, ringtones, games, and productivity tools) ("Content & Apps") for and with a compatible Unit. Customer can purchase some Content & Apps with Units that are not sold by T-Mobile; for such Content & Apps, Customer can identify the third party seller at the point of purchase. **For these third party purchases, although the charges will appear on Customer's invoice, T-Mobile is not responsible for the Content & Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website Master Account Users access through the Content & Apps.** Unless otherwise stated, any support questions for these Content & Apps should be directed to the third party seller identified at the point of purchase. To use, download or install Content & Apps sold by a third party seller, Customer may be subject to license terms with the third party seller and the Content & Apps developer. To use, download, or install Content & Apps that Customer purchases from T-Mobile, the Content & Apps are licensed to Customer by T-Mobile and may be subject to additional license terms between Customer and the creator/owner of the Content & Apps. **Whether purchased from T-Mobile or a third party seller, any Content & Apps Customer purchases are licensed for personal, lawful, non-commercial use on User's Unit only.** Customer may not transfer, copy, or reverse engineer any Content & Apps, or alter, disable or circumvent any digital rights management security features embedded in the Content & Apps.

**17.4** T-Mobile is not responsible for any third party content or website a Master Account User may be able to access using the Unit. Users may encounter advertisements from other entities ("Third Party Ads") while using web2go, browsing the Internet, or using an application on the Unit. T-Mobile is not responsible for any Third Party Ads, or for any website or content that Users may access by clicking on or following a link contained in a Third Party Ad.

**17.5** T-Mobile may retain, use, and share information collected when a Master Account User downloads, uses, or installs some Content or Apps, may update such User's Content or App remotely, or may disable or remove any Content or App at any time. Customer may refer to T-Mobile's Privacy Policy as well as the Content or App creator/owner's privacy policy for information regarding the use of information collected when a User downloads, installs, or uses any Content or App. T-Mobile is not responsible for any transmission failure, interruption, or delay related to Content & Apps, or any content or website Users may be able to access through the Content or App.

**18. Additional Terms for Wi-Fi Calling.** This Section applies only to calls made over a Wi-Fi network using a T-Mobile Unit, including, without limitation, T-Mobile @Home Service and T-Mobile Wi-Fi Calling With Mobile Office (collectively "Wi-Fi Calling"). Wi-Fi Calling is a voice Service and requires a qualifying rate plan, a Wi-Fi-enabled Unit, broadband internet connection and Wi-Fi signal. When Users use Wi-Fi Calling with a Wi-Fi add-on feature, calls Users place to, or receive from, U.S. numbers while connected to a Wi-Fi network are included in the add-on feature. All data, messaging, and other Services will be billed according to the terms and conditions of the rate plan. Billing for the entirety of any Wi-Fi assisted call will be

based on the network (Wi-Fi or cellular) that a User's Unit was connected to when the User initially made or received the call. Additional incoming and outgoing calls initiated while Users are already connected to a network (e.g., call waiting, call forwarding, conference calling, voice mail) also are billed based upon the network upon which the original call was initiated. Customer acknowledges that calls may not transfer between Wi-Fi networks or between Wi-Fi networks and a cellular network, thereby causing a call to drop. If Users use a Wi-Fi-enabled Unit but do not purchase a Wi-Fi Calling add-on feature, all calls on any Wi-Fi network will be charged according to the User's T-Mobile rate plan. For these calls, T-Mobile will bill Customer based on the time at the location of the Wi-Fi network (or a nearby cell tower) if T-Mobile knows where it is. If T-Mobile is unable to determine the location of the Wi-Fi network, T-Mobile may, in its reasonable discretion, base the time of the call on the local time of a User's billing address, which can affect the designation of a call, such as a night or weekend call.

**18.1 Service Limitations, Connectivity and International Use.** Customer acknowledges and agrees that a User's use of any Wi-Fi network is permissible *and that Customer (and not T-Mobile) is solely responsible for all charges associated with a Master Account User's use of the Service.* Cell Broadcasts (alerts that go to certain customers) and Wireless Priority Service (WPS) may not be available with Wi-Fi Calling. If Users have a Wi-Fi Calling add-on feature and use Wi-Fi Calling Service outside of the U.S., calls to U.S. numbers are not included as part of the add-on feature and are charged under User's rate plan. Calls to international numbers are charged international rates. Customer shall pay for all internet access charges incurred by Master Account Users.

**18.2 9-1-1 and Emergency Alerts Service and Wi-Fi Calling.** Customer agrees and shall inform all Master Account Users as follows:

9-1-1 service using Wi-Fi uses the internet and operates differently than traditional 9-1-1. For example, 9-1-1 services may not work during power or internet (e.g., cable service) outages or disruptions or if your internet or T-Mobile Services are suspended. When making a 9-1-1 call using Wi-Fi Calling, a User should always state the nature of the emergency and provide both the User's location and phone number. **9-1-1 service and/or a User's location information may not be available or reliable with Wi-Fi calling and a User's ability to receive emergency services may be impeded from time to time, without notice. T-Mobile is not responsible for failures to connect or complete 9-1-1 calls or if inaccurate information is provided. Emergency Alerts.** T-Mobile has chosen to offer wireless emergency alerts, within portions of its coverage area, on wireless alert capable Units. There is no additional charge for these wireless emergency alerts. For details on the availability of this Service and wireless emergency alert capable Units, please visit [www.T-Mobile.com](http://www.T-Mobile.com).

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

19. **Easy Order Form and Agreement.** If Customer intends to submit orders to T-Mobile through T-Mobile's EasyOrder Process, Customer is required to complete and sign the EasyOrder Request Form and Agreement included in Exhibit C.
20. **EasyPay Terms and Conditions.** If Customer intends to pay its monthly invoices through T-Mobile's EasyPay service, Customer is required to complete and sign the EasyPay Terms and Conditions included in Exhibit D.

**EXECUTED AS OF THE SECOND SIGNATURE DATE BELOW:**

CUSTOMER NAME:

SIGNING PARTY (printed):

SIGNATURE:

TITLE:

DATE:

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**T-MOBILE USA, INC.**

By:

Its:

Date: \_\_\_\_\_

Reviewed and Approved as to Form:

\_\_\_\_\_  
T-Mobile USA, Inc. Legal Dept.



## EXHIBIT A

### SERVICE AND UNIT PRICING AND DISCOUNTS

1. **Service Plans for the Master Account and Employee Accounts.** The rate plans, features, and pricing currently available to Customer for activation of each new line of Service for the Master Account and Employee Accounts shall be in accordance with the T-Mobile Corporate Customer Rate Plan List in effect on the date of activation of Service by each User. The T-Mobile Corporate Customer Rate Plan list does not include certain charges, including but not limited to, activation fees, taxes, E911 and Federal Universal Service Fund charges. If Customer opts in for pay-per-use-data Service, data usage will be charged on a pay-per-use basis unless data usage is included as part of a data plan that Customer is required to maintain with Customer's Service, or unless such usage is otherwise provided by Customer's rate plan or prepaid data pass. T-Mobile reserves the right to change the rate plans made available to new lines of Service or Units at any time in its sole discretion; provided however, that any rate plan selected by a User at the time of activation shall be honored by T-Mobile for the Fixed Term associated with that rate plan (unless a User modifies its rate plan or requests a change to another rate plan prior to the end of its Fixed Term). Unless Users have selected a promotional rate plan or accepted promotional Unit pricing, such User may, upon verbal or written notice to T-Mobile and payment of any applicable migration fee of up to Two Hundred Dollars (\$200) for each line of Service assessed, change to another rate plan. Promotional rate plans may expire at any time.
  - 1.1 **Enterprise Pooling Plans.** Customer acknowledges and agrees that an Enterprise Pooling Plan consists of a pool of voice minutes aggregated over a specified number of lines. An Enterprise Pooling Plan may only be activated under Customer's Master Account. Additional lines of Service may be added under an Enterprise Pooling Plan at any time up to the maximum number of lines allowed under the selected plan at no additional charge. For each line of Service over the allowed plan maximum, an additional activation fee may apply in addition to a Recurring Monthly Service Charge (as defined below) for each line added. Customer acknowledges that each line of Service requires a Fixed Term and may be subject to an early cancellation fee if Customer does not complete the Fixed Term for each line of Service under the Enterprise Pooling Plan. Stand-alone data lines of Service may not be activated under any Enterprise Pooling Plan, and T-Mobile may transfer or terminate any such stand-alone data lines in its sole discretion, upon notice to Customer. Notwithstanding the above, a Master Account User may request a data plan as an add-on to an existing voice line of Service only.
  - 1.2 **Activation Fees.** The initial activation fee which is currently \$35 shall be waived for each Master and Employee Account User for activation of each new line of Service, provided, however, that an activation fee may apply for high credit risk Employee Account activators (such as FlexPay activations).
2. **Handset Pricing and Delivery for Master Account and Employee Accounts.** Users will be allowed to purchase Handsets and devices at the prices listed in the then current corporate customer equipment price list that is generally available to corporate and enterprise customers through T-Mobile's Business Sales division on the date of order. By placing an order for T-Mobile Handsets and devices, Customer represents and warrants that such Handsets and devices are intended to be used only by Customer, its employees, and its employees' immediate family members. Handsets and devices will be shipped F.O.B. via standard transportation to the address specified in the applicable User's order within five (5) business days of receipt of such order. Delivery address must fall within T-Mobile's licensed Service area.
  - 2.1 **Handset Promotions and Discount.** T-Mobile's Business Sales division may offer monthly or quarterly promotional Handset discounts to Master Account and/or Employee Account Users, in its sole discretion. Master Account Users not participating in a promotional Handset offer are eligible for a \$40 discount on Handsets ordered for new lines of Service that have Fixed Terms of at least one (1) year. The \$40 Handset discount shall be applied upon activation of the Master Account line of Service. The \$40 Handset discount shall not be combined with any rebate or promotional pricing that is currently available for Handsets, however, a Master Account User may participate in any rebate program or promotional Handset pricing in lieu of receiving such fixed \$40 Handset discount. Future Handsets offered by T-Mobile to Master Account Users may be included in the \$40 Handset discount, in T-Mobile's sole discretion, upon notice to Customer.
3. **Accessory Discount.** Master Account and Employee Account Users shall receive a twenty-five percent (25%) discount off of the Manufacturer's Suggested Retail Price (MSRP) on Equipment Accessories ordered for each line of Service with a Fixed Term of one year or more. The 25% Accessory Discount shall not be combined with any rebate or promotional pricing that is currently available for Accessories, however, a User may participate in any rebate program or promotional Accessory pricing in lieu of receiving the 25% Accessory Discount referenced above.

EXHIBIT B

Model Participating Addendum

EXHIBIT C

**Business Sales-BSA/MCSA EasyOrder Request Form**

T-Mobile Business Sales EasyOrder is a streamlined, flexible ordering process for our Business Customers. EasyOrder is available for Corporate Liabe (Master Account/Business Sales Amendment) orders ONLY.

1. Complete and sign this EasyOrder Request Form and Agreement and submit to your Business Sales Representative.
2. EasyOrder allows a Business Customer to submit orders via phone, email (excluding credit card orders), fax or in-person through your Business Sales Representative, without having to complete an order form. *(Business Customer should use Corporate Order Form as a guide for required order information.)*
3. Your Sales Representative or system generated auto response will follow up each order with an email including a summary of your order.

*\*Note: Individual Liabe (Employee Account) Orders are not eligible for Easy Order. Individual Liabe Orders should be placed using a Service Agreement, or via Extranet or Business Direct order process.*

**T-Mobile Business Sales Easy Order Request Information**

<b>BUSINESS ACCOUNT INFORMATION:</b>	
Request Date	
Company Name	
Federal Tax ID No.	
Authorized Corporate Purchaser	
Title	
T-Mobile Agreement ("Agreement")	<input type="checkbox"/> Business Sales Amendment <input type="checkbox"/> Agreement <input type="checkbox"/> Amended T-Mobile Service Agreement
T-Mobile Agreement Date	
Corporate Node (Corp ID)	
BAN(s) - <i>Not required if Corporate Node noted</i>	
Specific Customer Account Ordering Request(s):	

**Easy Order Agreement and Acknowledgements:**

Customer wishes to activate additional lines from time to time pursuant to its Participating Addendum to that certain Statewide Master Service Agreement For Services of Independent Contractor between T-Mobile USA, Inc. and the State of Nevada on behalf of the Western States Contracting Alliance, a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) effective upon the date of WSCA Directors' Approval (collectively the "Agreement"), which terms are incorporated herein by this reference. Customer, by signing below and submitting this Easy Order Request Form to T-Mobile, hereby acknowledges that it has reviewed the terms and conditions of the Agreement and agrees, on behalf of itself and all users, that any future lines activated by Customer pursuant to the Easy Order program shall be subject to the terms and conditions contained in the Agreement and this Easy Order Request Form.

**PROCESS ACKNOWLEDGEMENT:** Customer may submit orders without a corporate order form via phone, email (excluding credit card orders), fax or in-person to T-Mobile's Business Sales Representative. The Business Sales Representative or system generated auto response will verify Customer's order via the Business Sales - Easy Order Form or e-mail including a summary of your order.

**PAYMENT ACKNOWLEDGEMENT:** Customer authorizes T-Mobile to charge the credit card(s) associated with each order in accordance with this Easy Order Request Form and Agreement.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*\*Note: Original Signature by Customer is required to process.*

<b>BUSINESS SALES REPRESENTATIVE INFORMATION (To be completed by T-Mobile Sales Rep):</b>	
Sales Agent Name	
Sales Agent Code	
Sales Agent Phone	

EXHIBIT D

**EasyPay Terms and Conditions**

**AUTOMATIC MONTHLY PAYMENT TERMS & CONDITIONS ("EasyPay")**: By checking this box and signing below Customer authorizes T-Mobile to withdraw from Customer's bank account or charge Customer's credit/debit card for the monthly charges associated with Customer's account. T-Mobile will withdraw funds or charge Customer's card 3 days before the due date on Customer's account. Customer may stop a withdrawal or charge by giving T-Mobile at least 3 business days notice before the scheduled date of withdrawal or charge. Customer has the right to receive notice of all varying transfers from Customer's bank account. T-Mobile is not liable for losses of any kind as a result of an error in Customer's account or a delayed transfer or charge. Customer must promptly notify T-Mobile in writing of any changes to Customer's EasyPay information and T-Mobile's only liability is to make appropriate changes after we receive Customer's updated information. T-Mobile may change these EasyPay Terms and Conditions at any time by giving Customer notice by any means. EasyPay can be terminated with reasonable notice by either Party and all transactions before termination will be completed. Customer should check with its bank for any additional charges or fees. Call Customer Care at 1-800-937-8997 if you have any questions.

Please sign and date if Customer agrees to the above EasyPay Terms and Conditions.

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Authorized Corporate Purchaser Name

Date