

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2017
Administered by the State of Nevada (hereinafter "Lead State")**

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

1. Scope/Background: Contractor, on behalf of its affiliated entities providing the products and services, and the Lead State, on behalf of WSCA and the NASPO Cooperative, entered into Master Price Agreement No. 1907 effective April 12, 2012 (the Master Price Agreement and Amendments are collectively, the "Master Price Agreement").

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

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

INDIVIDUAL CUSTOMER: Each State agency, political subdivision and eligible non-profit, acting as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Participating Addendum, each agency, political subdivision and eligible non-profit will be responsible to follow 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 and eligible non-profit will be responsible for their own charges, fees, and liabilities. Each agency, political subdivision and eligible non-profit will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

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

This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners (anticipated to be August 14, 2012).

Consideration: The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost as outlined in Exhibit A, with the total Contract or installments payable: as invoiced by Contractor and approved by the State, not to exceed \$500,000.00. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not

changing the overall Contract term) or a termination as the results of legislative appropriation may require.

Termination for Non-appropriation: The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

Authorized Participating Entities: State of Nevada agencies, the University and Community College System, the Court System, the Legislative Counsel Bureau, and Local Governments (i.e., cities, counties, school districts, etc.) as defined in NRS §332.015, (collectively "Participating Entities") are authorized to use this contract, subject to all terms and conditions thereof pursuant to NRS §332.195. The parties acknowledge and agree that the State is not liable for the obligations resulting from use of this contract by any University and Community College System, the Court System, the Legislative Counsel Bureau, and Local Governments.

Nevada Quarterly Reporting: Contractor will provide a quarterly sales report showing the gross Nevada sales for the quarterly period just ended in accordance with the following schedule:

- 1st Quarter – January – March – due by May 15th
- 2nd Quarter – April – June – due by August 15th
- 3rd Quarter – July – September – due by November 15th
- 4th Quarter – October – December – due by February 15th

4. Purposely Left Blank.

5. **Primary Contacts:** The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

Contractor

Name	Amy Hiatt, T-Mobile USA, Inc.
Address	7668 Warren Parkway, Frisco, TX 75034
Telephone	972-464-3596
Fax	813-351-4272
E-mail	Amy.hiatt@t-mobile.com

Participating Entity

Name	Teri Smith, State of Nevada
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

6. Purposely Left Blank.

7. Purchase Order Instructions:

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

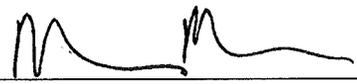
8. Price Agreement Number:

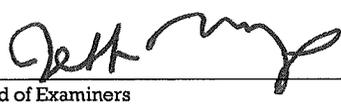
All purchase orders or approved funding documents issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State/Entity contract number: 1907 and the Lead State price agreement number: 1907.

This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and its exhibits shall prevail and govern actions by and within the Participating State/Entity ONLY and have no impact the Master Price Agreement and its exhibits.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds.. Ordering entity is responsible for informing contractor in writing prior to ARRA funds are being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

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

Participating State/Entity: State of Nevada	Contractor: T-Mobile USA, Inc.
By: 	By: 
Name: Greg Smith	Name: Matt Millen
Title: Administrator, Purchasing Division	Title: Vice President, Business Sales
Date: 8-16-12	Date: AUG 09 2012

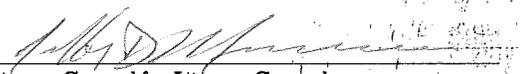


Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

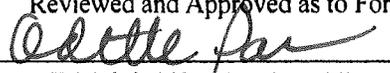
Approved as to form by:

On 10/9/12 (Date)


Deputy Attorney General for Attorney General

On 11 Aug 12 (Date)

Reviewed and Approved as to Form.


T-Mobile USA, Inc Legal Dept