



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

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T-Mobile USA Inc.
T-Mobile

SCHEDULE NUMBER 70
SCHEDULE NAME GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES
SIN(s): 132-53 WIRELESS SERVICES
FSC GROUP 70
FSC CLASS
FPDS CODES D304 Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile. Cellular/PCS Voice Services
CONTRACT NUMBER: GS35F0503M
CONTRACT PERIOD: November 19, 2017 through May 22, 2022: Effective Date of this Price list 10/16/2017
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Business Size: Large

T-Mobile USA, Inc., a Delaware corporation, is a wholly-owned subsidiary of T-Mobile US, Inc., a Delaware corporation. T-Mobile US, Inc. (NASDAQ: TMUS) is a publicly-traded company listed on the NASDAQ Global Select Market of NASDAQ Stock Market LLC ("NASDAQ"). Deutsche Telekom Holding B.V., a limited liability company (besloten vennootschap met beperkte aansprakelijkheid) organized and existing under the laws of the Netherlands ("DT B.V."), owns more than 10% of the shares of T-Mobile US, Inc. DT B.V. is a direct wholly-owned subsidiary of T-Mobile Global Holding GmbH, a Gesellschaft mit beschränkter Haftung organized and existing under the laws of the Federal Republic of Germany ("Holding"). Holding, is in turn a direct wholly-owned subsidiary of T-Mobile Global Zwischenholding GmbH, a Gesellschaft mit beschränkter Haftung organized and existing under the laws of the Federal Republic of Germany ("Global"). Global is a direct wholly-owned subsidiary of Deutsche Telekom AG, an Aktiengesellschaft organized and existing under the laws of the Federal Republic of Germany ("Deutsche Telekom"). The principal trading market for Deutsche Telekom's ordinary shares is the trading platform "Xetra" of Deutsche Börse AG. Deutsche Telekom's ordinary shares also trade on the Frankfurt, Berlin, Düsseldorf, Hamburg, Hannover, München and Stuttgart stock exchanges in Germany. Deutsche Telekom's American Depositary Shares ("ADSs"), each representing one ordinary share, trade on the OTC market's highest tier, OTCQX International Premier (ticker symbol: "DTEGY").

Table of Content for Wireless Offers

The following is not a complete list of plans offered by T-Mobile. Other discounted rates and equipment may be available for purchase outside the GSA Schedule under other purchasing authority. Actual billed pricing can vary slightly from the price list. (T-Mobile billing relies on a six decimal pricing system, whereas the two decimal pricing in the price list is rounded according to the standard rounding rule.) The offers listed here are available to any agency and activity that falls within the SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (GSAR 552.238-78) under T-Mobile GSA35F0503 agreement. This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract until T-Mobile provides the approved posting date. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in the contents below.

SIN 132-53

1	CLIN - Voice and Data cellular services – T-Mobile One	Page
•	137 T-Mobile One Voice – Government	5
•	568 T-Mobile ONE Tablet for Government	5
2	CLIN- Voice Only Plans	Page
•	800 Shared Pooling Voice Plan - 100 Minute	5
•	801 Shared Pooling Voice Plan - 400 Minute	5
•	802 Shared Pooling Voice Plan - 900 Minute	5
•	804 Stackable Voice - 500 Minute Plan	5
•	805 Stackable Voice - 750 Minute Plan	5
•	806 Stackable Voice - 1250 Minute Plan	5
•	303 Per Minute Rate Plan	5
•	305 Voice Overage Charge for CLIN 303	5
•	307 Text Overage Charge for CLIN 303	5
3	CLIN-Stackable Voice Plans and Data Add-ons	Page
•	124 Stackable Voice 100 Minute Plan	6
•	125 Stackable Voice 300 Minute Plan	6
•	126 Stackable Voice 600 Minute Plan	6
•	132 Simple Choice Unlimited Talk & Text	6
•	136 Value Stackable Voice Plan 100 Minutes	6
•	133 Value Stackable Voice Plan 300 Minutes	6
•	134 Value Stackable Voice Plan 600 Minute	6
•	135 Value Simple Choice Unlimited Talk & Text	6
•	528 Simple Choice Classic Mobile Broadband Add-On 1.0 GB	6
•	532 Classic Mobile Broadband Add-On 1.0 GB (Stackable)	6
•	533 Classic Mobile Broadband Add-On 3.0GB (Stackable)	6
•	534 Classic Mobile Broadband Add-On 5.0GB (Stackable)	6
•	529 Simple Choice Classic Unlimited Data Add-On 5.0GB Tethering	6
•	530 Simple Choice Classic Unlimited Data Add-On 7.0GB Tethering	6
•	544 3 GB Simple Choice Data Add-On	6
•	545 5 GB Simple Choice Data Add-On	6
•	546 1 GB Simple Choice BES Data Add-On	6
•	547 3 GB Simple Choice BES Data Add-On	6
•	548 5 GB Simple Choice BES Data Add-On	6
•	549 7 GB Simple Choice BES Data Add-On	6
4	CLIN – Simple Choice Voice Plans and Data Add-ons	Page
•	158 10 Lines Simple Choice Unlimited Talk & Text	6
•	159 Add-a-Line for Simple Choice Unlimited Talk & Text	6
•	160 2GB Data Add-On for Simple Choice	6
•	161 6GB Data Add-On for Simple Choice	6
•	162 10GB Data Add-On for Simple Choice	6

- 163 Unlimited data Add-On for Simple Choice 14GB tethering 6

5 CLIN- Data Only Plans Page

- 429 Government - Unlimited Data Only - Value 7
- 444 2GB Data Plan 7
- 445 2GB Pooled Data Plan 7
- 446 6GB Pooled Data Plan 7
- 447 10GB Pooled Data Plan 7
- 448 14GB Pooled Data Plan 7
- 449 30GB Pooled Data Plan 7
- 450 100GB Pooled Data Plan 7
- 451 500GB Pooled Data Plan 7
- 452 1TB Pooled Data Plan 7

6 CLIN - Classic Data Only Plans Page

- 425 Government - Unlimited Data Only 7
- 531 Government - Unlimited Mobile Internet 7

7 CLIN - International Data Add-ons Page

- 555 International Flat rate 200MB 7
- 556 International Flat rate 500MB 7
- 557 International Flat rate 1.5GB 7
- 558 International Flat rate 5GB 7

8 CLIN-International Country Rates Page

- 1600 Canada 8
- 1601 China 8
- 1602 France 8
- 1603 Germany 8
- 1604 Israel 8
- 1605 Japan 8
- 1606 Mexico 8
- 1607 Netherlands 8
- 1608 United Kingdom 8
- 1800 to 1802 Canada 8
- 1803 to 1805 China 8
- 1806 to 1808 France 8
- 1809 to 1811 Germany 8
- 1812 to 1814 Israel 8
- 1815 to 1817 Japan 8
- 1818 to 1820 Mexico 8
- 1821 to 1823 Netherlands 8
- 1824 to 1826 United Kingdom 8

9 CLIN-Other features Page

- 453 Static IP Tier 1 9
- 454 Static IP Tier 2 9
- 455 Static IP Tier 3 9
- 543 Push to Talk (PTT) including Group Talk 9
- 627 Phone- First Web & Messaging 9
- 707 Wireless Priority Access 5 9
- 1101 Pay-as-you-Go Data Add On 9
- 1201 Pay-as-you-Go Data Only 9
- 2005 Directory Assistance Per Use Feature 9
- 2006 Multimedia Broadcast Feature 9
- 708 CSD Option 9

- 709 Family Allowances (used to disable 411 use) 9
- 710 411 (information) call - usage per call 9
- 2225 Out of Plan Number Charge - per minute 9

10 CLIN - Machine to Machine Plans Page

- 2200 Connected Devices MRC, 1MB per month 10
- 2201 Connected Devices MRC, 2MB per month 10
- 2202 Connected Devices MRC, 5MB per month 10
- 2203 Connected Devices MRC, 25MB per month 10
- 2204 Connected Devices MRC, 50MB per month 10
- 2205 Connected Devices Overage Per MB (or KB) (for Plans up to and including 50MB/month) 10
- 2206 Connected Devices MRC, 250MB per month 10
- 2207 Connected Devices MRC, 1GB per month 10
- 2208 Connected Devices MRC, 5GB per month 10
- 2209 M2M/Connected Devices Overage Per MB (or KB) (for Plans above 50MB/month) 10
- 2210 Offeror to Propose, MRC 10
- 2211 Offeror to Propose Overage Per MB (or KB) 10
- 2224 SyncUP FLEET 10

11 CLIN - Private APN Page

- 2214 SOC 1 (GSM with Managed Services) ENT Private APN Managed 11
- 2215 SOC 2 (GSM with Managed Services) ENT Private APN Managed 11
- 2216 SOC 3 (GSM Non Managed Services) ENT Private APN 11
- 2217 SOC 4 (GSM Non Managed Services) ENT Private APN 11
- 2218 SOC 5 (MBB* with Managed Services) ENT Private APN MBB Managed 11
- 2219 SOC 6 (MBB with Managed Services) ENT Private APN MBB Managed 11
- 2220 SOC 7 (MBB Non Managed Services) ENT Private APN MBB 11
- 2221 SOC 8 (MBB Non Managed Services) ENT Private APN MBB 11
- 2223 One time set-up fee 11

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

T-Mobile One Plans					
<p>The T-Mobile One Voice Plan for Government has unlimited minutes, messaging, domestic roaming, and 4G LTE domestic data on your smartphone. It also includes the Simple Global feature and Unlimited Stateside International Texting.</p> <p>The T-Mobile One Tablet for Government plan has unlimited 4G LTE domestic data on your capable device and unlimited domestic data roaming.</p> <p>Default equipment pricing is MSRP and Open Market for plans in this section, contact your sales representative for possible discounts.</p> <p>On all T-Mobile plans, during congestion, the small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization.</p>					
CLIN	T-Mobile One Plan	Voice/Data Minutes	Commercial Price/line/month	GSA Price/line/month	Comments
137	T-Mobile One Voice - Government	Unlimited	\$29.00	\$23.78	**Mobile Without Borders
568	T-Mobile ONE Tablet for Government	Unlimited	\$23.50	\$19.27	**Mobile Without Borders Domestic data roaming For tablets, data sticks and netbooks only.

2 CLIN – Voice Only Plans

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

3 CLIN – Stackable Voice Plans and Data Add-ons

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

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

Simple Choice 10 Plans					
All plans in this section include Simple Global International* and Mobile Without Borders**.					
Default equipment pricing is MSRP and Open Market for plans in this section, contact your sales representative for possible discounts.					
CLIN	Data Add-On Plans	Commercial Price/line/month	GSA Price/line/month	Data Stash	Comments
158	10 Lines Simple Choice Unlimited Talk & Text	\$150.00	\$123.00	No	
159	Add-a-Line for Simple Choice Unlimited Talk & Text	\$15.00	\$12.30	No	
160	2GB Data Add-On for Simple Choice	\$0.00	\$0.00	No	Once data threshold is reached speeds may be prioritized
161	6GB Data Add-On for Simple Choice	\$15.00	\$15.00	Yes	Once data threshold is reached speeds may be prioritized
162	10GB Data Add-On for Simple Choice	\$30.00	\$30.00	Yes	Once data threshold is reached speeds may be prioritized
163	Unlimited Data Add-On for Simple Choice 14GB tethering	\$45.00	\$45.00	No	Once data threshold is reached speeds may be prioritized

5 CLIN – Data Only Plans

Mobile Internet Plans					
All Plans in this section include Simple Global International*. Default equipment pricing is MSRP and Open Market for plans in this section, contact your sales representative for possible discounts.					
CLIN	Data Only Plans	Commercial Price/line/month	GSA Price/line/month	Data Overage	Comments
429	Government – Unlimited Data Only - Value	\$35.00	\$28.70	N/A	No data speed reduction
444	2GB Data Plan	\$20.00	\$20.00	N/A	**Mobile Without Borders
445	2GB Pooled Data Plan	\$20.00	\$20.00	\$5 per GB	**Mobile Without Borders
446	6GB Pooled Data Plan	\$35.00	\$35.00	\$5 per GB	**Mobile Without Borders
447	10GB Pooled Data Plan	\$50.00	\$50.00	\$5 per GB	**Mobile Without Borders
448	14GB Pooled Data Plan	\$65.00	\$65.00	\$5 per GB	**Mobile Without Borders
449	30GB Pooled Data Plan	\$135.00	\$135.00	\$5 per GB	**Mobile Without Borders
450	100GB Pooled Data Plan	\$425.00	\$425.00	\$5 per GB	**Mobile Without Borders
451	500GB Pooled Data Plan	\$2,000.00	\$2,000.00	\$5 per GB	**Mobile Without Borders
452	1TB Pooled Data Plan	\$3,750.00	\$3,750.00	\$5 per GB	**Mobile Without Borders

6 CLIN - Classic Data Only Plans

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

7 CLIN - International Data Add-ons

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

8 CLIN – International Country Rates

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

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

9 CLIN – Other Features

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

10 CLIN - Machine to Machine

Machine-to-Machine Plans				
CLIN	M2M Plans	Commercial Price/line/month	GSA Price/line/month	Data Overage
2200	Connected Devices MRC, 1MB per month	\$5.00	\$4.10	30MB (no overage)
2201	Connected Devices MRC, 2MB per month	\$5.00	\$4.10	30MB (no overage)
2202	Connected Devices MRC, 5MB per month	\$5.00	\$4.10	30MB (no overage)
2203	Connected Devices MRC, 25MB per month	\$5.00	\$4.10	30MB (no overage)
2204	Connected Devices MRC, 50MB per month	\$10.00	\$8.20	200MB (overage \$0.10 per MB)
2205	Connected Devices Overage Per MB (or KB) (for Plans up to and including 50MB/month)	(specify per MB or KB)	(specify per MB or KB)	\$0.10 per MB
2206	Connected Devices MRC, 250MB per month	\$20.00	\$16.40	2GB
2207	Connected Devices MRC, 1GB per month	\$20.00	\$16.40	2GB
2208	Connected Devices MRC, 5GB per month	\$35.00	\$28.70	5GB
2209	M2M/Connected Devices Overage Per MB (or KB) (for Plans above 50MB/month)	(specify per MB or KB)	(specify per MB or KB)	(No overage speeds slow after 2GB or 5GB depending on plan)
2210	Offeror to Propose, MRC	N/A	N/A	N/A
2211	Offeror to Propose Overage Per MB (or KB)	(specify per MB or KB)	(specify per MB or KB)	(specify per MB or KB)
2224	SyncUP FLEET****	\$15.00	\$12.30	N/A

11 CLIN - Private APN

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

<p>Default equipment pricing is MSRP and Open Market for plans in this section, contact your sales representative for possible discounts.</p>
<p>*Simple Global International - Automatic coverage in 140+ countries and destinations. Only at T-Mobile. Unlimited international data coverage and texting are included with a qualifying plan at no extra charge. It's just 20 cents per minute for calls to T-Mobile devices and landlines.</p>
<p>**Mobile Without Borders - Enjoy wireless without borders. Get unlimited talk, text, and data throughout North America.</p>
<p>***Gogo In-Flight - Basic access includes unlimited messaging and one free hour of Wi-Fi access on Gogo-equipped flights.</p>
<p>****SyncUP FLEET - Use of SyncUP FLEET is subject to acceptance of the T-Mobile SyncUP FLEET Terms and Conditions set forth herein and incorporated into this Contract (GS35F0503M).</p>

SIMPLE GLOBAL COUNTRY LISTING

Automatic coverage in 140+ countries and destinations.

Unlimited international data coverage and texting are included with a qualifying Simple Choice Plan at no extra charge. It's just 20 cents per minute for calls to mobile devices and landlines.

List current as of October 16, 2017. Visit www.t-mobile.com/international for current list of countries.

North America & Caribbean

Anguilla
Antigua and Barbuda
Aruba
Barbados
Bermuda

Bonaire
British Virgin Islands
Canada
Cayman Islands
Curacao
(Netherlands/Dutch Antilles)
Dominica

Dominican Republic
Grenada
Guadeloupe
Haiti
Jamaica
Martinique
Mexico
Montserrat

Netherlands Antilles
Saint Maarten
St. Barthelemy
St. Kitts and Nevis
St. Lucia
St. Martin
St. Vincent and the Grenadines

Trinidad and Tobago
Turks and Caicos Islands

South and Central America

Argentina
Belize
Bolivia

Brazil
Chile
Colombia
Costa Rica
Easter Island

Ecuador
El Salvador
French Guiana
Guatemala
Guyana

Honduras
Nicaragua
Panama
Peru
Suriname

Uruguay
Venezuela

Europe

Aland Islands
Albania
Alderney
Armenia
Austria
Belarus
Bosnia
Belgium
Bulgaria
Canary Islands
Croatia

Cyprus
Czech Republic
Denmark
England
Estonia
Faroe Islands
Finland
France
Germany
Greece
Guernsey
Hungary

Iceland
Ireland
Isle of Man
Italy
Jersey
Latvia
Liechtenstein
Lithuania
Luxembourg
Macedonia
Malta
Moldova

Monaco
Montenegro
Netherlands
Northern Ireland
Norway
Poland
Portugal
Romania
Russia
San Marino
Sark
Scotland

Serbia
Slovakia
Slovenia
Spain
Svalbard
Sweden
Switzerland
Turkey
Ukraine
Vatican City
Wales

Asia & the Pacific

Afghanistan
Azerbaijan
Australia
Cambodia
China

Christmas Island
Georgia
Guam
Hong Kong
India
Indonesia

Japan
Kazakhstan
Macau
Malaysia
New Zealand
Pakistan

Philippines
Singapore
South Korea
Sri Lanka
Taiwan
Thailand

Turkmenistan*
* Data unavailable in Turkmenistan

Africa & Middle East

Bahrain
Egypt
Ghana

Iraq
Israel
Kenya

Kuwait
Qatar
Saudi Arabia

South Africa
Uganda

United Arab Emirates
Zambia

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

Additional Terms and Conditions

Table of Contents

1a.	Table of awarded special item number(s)	14
1b.	Lowest price model / unit number)	14
1c.	Contractor labor Categories and Rates	14
2.	Maximum order	14
3.	Minimum order	14
4.	Geographic coverage (delivery area)	14
5.	Point(s) of production	14
6.	Discount from list prices or statement of net price	14
7.	Quantity discounts	14
8.	Prompt payment terms	14
9a.	Statements on Government purchase cards below thresholds	14
9b.	Statements on Government purchase cards above thresholds	14
10.	Foreign items	14
11a.	Time of delivery	14
11b.	Expedited delivery	14
11c.	Overnight and 2-day delivery	15
11d.	Urgent Requirements	15
12.	F.O.B points(s)	15
13a.	Ordering address(es)	15
13b.	Ordering procedures	15
14.	Payment address(es)	15
15.	Legal notice address	15
16.	Warranty provision	15
17.	Export packing charges	15
18.	Terms and conditions of Government purchase card acceptance	15
19.	Terms and conditions of rental, maintenance, and repair	15
20.	Terms and conditions of installation	15
21.	Terms and conditions of repair parts	16
22.	Terms and conditions for other services	16
23.	List of service and distribution points	16
24.	List of participating dealers	16
25.	Preventive maintenance	16
26a.	Special attributes such as environmental attributes	16
26b.	Section 508 compliance	16
27.	Data Universal Number System (DUNS) number	16
28.	Notification regarding registration in System for Award Management (SAM) database	16

Customer Information

1a	Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).	132-51 – IT Professional Services See Terms and Conditions for 132-51
1b	Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show	See pricelist starting on page 20
1c	If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item	N/A
2	Maximum Order	The Maximum Order value for Special Item Number 132-53 – Wireless Services is \$500,000.
3	Minimum Order:	The minimum dollar value of orders to be issued is \$100.
4	Geographic Coverage (delivery area):	The geographic scope of contract is domestic
5	Point(s) of production (city, county, and State or foreign country). Discount from list prices or statement of net price:	N/A See attached price list. Prices show the commercial pricing and the GSA discount pricing.
7	Quantity Discounts:	N/A
8	Prompt payment terms.	Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
9a	Notification that Government purchase cards are accepted at or below the micro-purchase threshold	Government Purchase Cards are accepted at or below the micro-purchase threshold.
9b	Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.	Contractor will accept the Government Purchase Card above the micro-purchase threshold.
10	Foreign Items (list items by country of origin).	
11a	Time of Delivery:	<u>4 Business Days</u>
11b	Expedited Delivery	See 11d

- 11c Overnight & 2-day delivery See 11d
- 11d Urgent Requirements
When the Federal Acquisition Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.
- 12 FOB Point(s)
- 13a Ordering Address: T-Mobile USA, Inc.
601 Pennsylvania Ave., Ste. 800
Washington, DC 20004
- 13b Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3
- 14 Payment Address: T-Mobile
P.O. Box 742596
Cincinnati, OH 45274-2596
- 15 Legal Notice Address T-Mobile USA, Inc.
Legal Department
12920 SE 38th Street
Bellevue, WA 98006
- 16 Warranty Provision: N/A
- 17 Export packing charges, if applicable:
- 18 Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.
- 19 Terms and conditions of rental, maintenance, and repair (if applicable):
- 20 Terms and conditions of installation (if applicable).

- 21 Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
- 22 Terms and conditions for any other services (if applicable).
- 23 List of service and distribution points (if applicable):
- 24 List of participating dealers (if applicable):
- 25 Preventive maintenance (if applicable):
- 26a Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):
- 26b Section 508 Compliance for EIT: If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.t-mobile.com. The EIT standard can be found at www.Section508.gov
- 27 Data Universal Number System (DUNS) number: 06-8528376
- 28 Notification regarding registration in Central Contractor Registration (CCR) database: Yes (Cage: 3BQL1)

Table of Contents for Items Below

- INFORMATION FOR ORDERING OFFICES APPLICABLE TO ALL SPECIAL ITEM NUMBERS
- TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES (SPECIAL ITEM NUMBER 132 53)
- USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS
- BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL ACQUISITION SCHEDULE
- BASIC GUIDELINES FOR USING CONTRACTOR TEAM ARRANGEMENTS
- T-MOBILE SYNCUP FLEET TERMS AND CONDITIONS (“SyncUP FLEET T&Cs”)
- EXHIBIT A: Other Provider Terms

INFORMATION FOR ORDERING OFFICES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. Geographic Scope of Contract

The geographic scope of contract is domestic.

Contractor's Service Area

All Government locations within the scope of the contract.

2. Contractor's Ordering Address

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

Contractor's Payment Address:

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

Contractor's Legal Notice Address

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

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

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

Phone: Denise Young → 678-690-3569

3. Liability for Injury or Damage

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

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

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 06-852-8376
Block 30: Type of Contractor— Large Business
Block 31: Woman-Owned Small Business No
Block 36: Contractor's Taxpayer Identification Number (TIN): 91-1983600
4a. CAGE Code: 3BQL1
4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB Destination

6. Delivery Schedule

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-53</u>	<u>4 Business Days</u>

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

7. Discounts

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

- a. Prompt Payment: None
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions are offered the same discounts as all other Government customers.
- e. Other: None

8. Trade Agreements Act of 1979, as amended

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

9. Statement Concerning Availability of Export Packing

N/A

10. Small Requirements

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

11. Maximum Order

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

The Maximum Order value for Special Item Number 132-53 – Wireless Services is \$500,000.

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

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

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

- a. **Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Acquisition Schedule Contractor.

- b. **Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA *Advantage!*" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider—
 - (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
 - (2) Trade-in considerations;
 - (3) Probable life of the item selected as compared with that of a comparable item;
 - (4) Warranty considerations;
 - (5) Maintenance availability;
 - (6) Past performance; and
 - (7) Environmental and energy efficiency considerations.

- c. **Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall—
 - Review additional Schedule Contractors'
 - (1) catalogs/pricelists or use the "GSA *Advantage!*" on-line shopping service;
 - (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
 - (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

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

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

- d. **Blanket purchase agreements (BPAs).** The establishment of Federal Acquisition Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
 - e. **Price reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.
 - f. **Small business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
 - g. **Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.
- 13. Federal Information Technology/Telecommunication Standards Requirements:** Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering offices, shall be responded to promptly by the Contractor.
- 13.1 Federal Information Processing Standards Publications (FIPS Pubs):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.
- 13.2 Federal Telecommunication Standards (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.
- 14. Security Requirements.** In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are

incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

- 15. Contract Administration for Ordering Offices:** Any ordering office, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the Government's convenience, and (m) Termination for Cause (See C.1.)

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

16. GSA Advantage!

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

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

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

17. Purchase of Open Market Items

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

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

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

18. Contractor Commitments, Warranties and Representations

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;

- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. Overseas Activities

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

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

20. Blanket Purchase Agreements (BPAs)

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

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

21. Contractor Team Arrangements

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

22. Installation, Deinstallation, Reinstallation

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

or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

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

23. Section 508 Compliance.

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

The EIT standard can be found at www.Section508.gov.

24. Prime Contractor Ordering from Federal Acquisition Schedules.

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

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

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

TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES (SPECIAL ITEM NUMBER 132-53)

1. Acceptance Testing

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

2. Equipment

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

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

3. Warranty

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

T-Mobile USA Inc. Limited Warranty

- A. Limited Warranty. *This warranty is a limited warranty only and is subject to the limitations contained herein.*
- B. Parties Who Can Enforce the Warranty. *This limited warranty extends only to the Agency listed as the initial Agency on the initial T-Mobile wireless service account associated with the Unit (the Service Account). This limited warranty is not assignable or transferable to any subsequent purchaser or user. Only Agency and no other person or entity, shall have the right to enforce this limited warranty.*
- C. Identification of Covered Parts and Products. *This limited warranty covers all parts of the Unit, except any housing and cosmetic parts which shall not be covered under this limited warranty. Unit, as used in this limited warranty, means the phone receiving and transmitting equipment provided to Agency by T-Mobile USA, Inc. (Warrantor), either (A) new, or (B) as a replacement pursuant to the terms of any warranty by Warrantor, but excluding any replacement equipment or repaired equipment provided to Agency at Agency's additional cost or otherwise provided to Agency outside the scope of this limited warranty (Excluded Equipment), even if such Excluded Equipment is provided by Warrantor. Any and all Excluded Equipment is excluded from this limited warranty and may or may not be covered by a separate warranty.*
- D. Warranty Duration. *The limited warranty for the Unit extends for one (1) year (the limited warranty period) beginning on the date the Service Account was established or the date on which Agency receives the Unit, whichever is earlier. The limited warranty only covers the Unit until the end of the limited warranty period, no matter when or in what condition the Unit is provided to Agency, and does not cover any Unit provided after the termination of the limited warranty period.*
- E. Warrantors Performance Obligations. *During the limited warranty period, Warrantor will repair or replace, at Warrantors option, any defective parts of the Unit that will not operate properly for their intended use, unless the defect or damage is caused by or is the result of abnormal use or conditions, improper storage, unauthorized modifications, connections, or repair, misuse, neglect, accident, alteration, improper installation, or other acts which are not the fault of Warrantor or the manufacturer of the Unit or which are not covered by the manufacturer's warranty for the Unit, including damage caused by shipping. No charge will be made to Agency for any such parts so repaired or replaced. Warrantor also will pay for the labor charges incurred by Warrantor in repairing or replacing the defective parts and shall pay for the cost of shipping any replacement parts or Unit to Agency. Warrantor will not pay the cost of rental or alternative equipment or any other expenses*

other than as expressly indicated above. Parts not covered by this limited warranty will be repaired or replaced by Warrantor only at Agency expense.

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

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

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

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

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

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

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

H. Limitations of Damages and Agency Remedies. *Warrantor shall not be liable for incidental, consequential, special, punitive or other damages or a loss of anticipated benefits or profits, resulting from, related to or arising out of the purchase or use of the unit or from the breach of this limited warranty even if warrantor knew the likelihood of such damages; provided, however, that nothing herein shall preclude any Government right to recover compensatory damages for any personal injury associated with personal use of the equipment during the limited warranty period. Government shall have the right to recover any damages for any injury or claim or arising of or related to Agency's use of the equipment after the expiration of this limited warranty.*

I. Warranty Registration Cards. *No warranty registration card need be returned as a condition for coverage under this limited warranty.*

J. Manufacturers Warranties. *The manufacturer of the equipment may provide a limited warranty for the Unit. A copy of such warranty is available upon request at no cost to Agency. Agency may wish to elect the remedies provided by such manufacturers limited warranty in lieu of the remedies provided by this limited warranty.*

K. Warranty Inquiries. *Questions concerning this limited warranty or the manufacturer's warranty may be directed to: T-Mobile USA, Inc., T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380.*

The warranty shall commence upon the later of the following:

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

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

4. Management and Operations Pricing

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

5. Training

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

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

6. Monthly Reports

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

7. Wireless Service Plan

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

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

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

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

- (c) Describe corporate volume discounts and eligibility requirements.

All volume discounts are built into T-Mobile's pricing.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

T-Mobile USA, Inc. provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

- ❑ To actively seek and partner with small businesses.
- ❑ To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- ❑ To develop and promote company policy initiatives demonstrating our support for awarding contracts and subcontracts to small business concerns.
- ❑ To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
- ❑ To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- ❑ To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- ❑ To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact Denise Young by phone at 678-770-0951, or by email at denise.young@t-mobile.com.



(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Acquisition Schedule Contract Number GS-35F-0503M, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES/DATES
_____	_____
_____	_____
_____	_____

- (3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and



- (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Acquisition Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING CONTRACTOR TEAM ARRANGEMENTS

Federal Acquisition Schedule Contractors may use Contractor Team Arrangements (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Acquisition Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Acquisition Schedule Contract.

Participation in a Team Arrangement is limited to Federal Acquisition Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Acquisition Schedule Contractors may individually meet the customers' needs, or
- Federal Acquisition Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

T-MOBILE SYNCUP FLEET TERMS AND CONDITIONS (“SyncUP FLEET T&Cs”)

If the GSA or any other government agencies purchase T-Mobile SyncUP FLEET services, the following terms and conditions will apply. References to “Agreement” in this SyncUP FLEET T&Cs means the current and executed agreement between the GSA and T-Mobile.

- Description of SyncUP Fleet Device and Service.** T-Mobile will provide to Customer under this SyncUP Fleet T&Cs the SyncUP FLEET device (“SyncUP FLEET Device”) that is designed for use in connection with the SyncUP FLEET services described in this Section. The SyncUP FLEET Device includes the software embedded on the SyncUP FLEET Device. The SyncUP FLEET services T-Mobile will provide to Customer under this SyncUP Fleet T&Cs consist of the following (collectively, the “SyncUP FLEET Service”): (a) the Network Service, as defined below; (b) the SyncUP FLEET web portal (the “Portal”), including its associated media, online, electronic, and printed documentation, and the updates and upgrades that replace or supplement the Portal; (c) the SyncUP FLEET mobile application (the “App”), including its associated media, online, electronic, and printed documentation, and the updates and upgrades that replace or supplement the App; and (d) any other service made in connection with the SyncUP FLEET Device, Portal, or App. The “Device” as defined in the Agreement includes the SyncUP FLEET Device as described in this SyncUP Fleet T&Cs, and the “Service” as defined in the Agreement includes the SyncUP FLEET Service as described in this SyncUP Fleet T&Cs. The fees for using the SyncUP FLEET Service are listed in GSA Schedule 70.
- Consent to Use of Location-Based Information.** Customer acknowledges and accepts that T-Mobile will use and share the information collected in connection with the SyncUP FLEET Service in compliance with its Privacy Policy located at www.t-mobile.com/privacy. Certain features of the SyncUP FLEET Device and SyncUP FLEET Service are designed to collect and share information about a vehicle’s location with an App or Portal user. For these features to work, the vehicle must have the SyncUP FLEET Device installed, powered on, connected to a data network, and have GPS active. The SyncUP FLEET Device and SyncUP FLEET Service will collect geo-location data after installation and activation. Customer may revoke its consent to the collection of geo-location data at any time by uninstalling the SyncUP FLEET Device. Customer acknowledges and agrees to provide notice to each end user of the SyncUP FLEET Device and SyncUP FLEET Service that his or her location information will be accessed and/or disclosed to Customer, and those designated by Customer to use the SyncUP FLEET Service for this purpose.
- Service Partner Data Sharing.** T-Mobile provides the SyncUP FLEET Service in collaboration with Geotab Inc. (“Geotab”) and its third party service providers: Google, Here, and Mapbox. To enable the SyncUP FLEET Service, the information collected by the App and SyncUP FLEET Device, such as location, engine and subsystem diagnostic trouble codes, and other information will be shared with Geotab. In addition, certain information, including location data, will be transmitted to Google, Here, and Mapbox’s servers. Data shared with Geotab’s partners are governed by the third party service provider’s terms which are listed in Exhibit A to this SyncUP Fleet T&Cs (the “Other Provider Terms”).
- Updates to These Terms.** Notwithstanding anything to the contrary in the Agreement, the Parties acknowledge that the terms of this SyncUP Fleet T&Cs may be changed, modified, supplemented, or updated by T-Mobile from time to time by notice from T-Mobile to Customer via: (a) a prompt that will allow Customer to read the new or modified terms; or (b) by electronic mail. If the change, modification, supplement or update will have a material adverse effect on Customer, T-Mobile will provide Customer with a minimum of fourteen (14) days’ notice of the change, modification, supplement or update. Customer accepts the change, modification, supplement or update by continuing to use the SyncUP FLEET Device or SyncUP FLEET Service after the effectiveness such change, modification, supplement or update. Unless otherwise indicated, any new content, products, services or functionality added to the SyncUP FLEET Device or SyncUP FLEET Service will also be subject to this SyncUP Fleet T&Cs effective upon the date of their addition.
- Vehicle Compatibility.** In order for Customer to use the SyncUP FLEET Service, the SyncUP FLEET Device must be properly installed in a compatible vehicle. Customer agrees to only use the SyncUP FLEET Device and SyncUP FLEET service with compatible vehicles. T-Mobile will not be responsible for any failure of functionality or safety caused by the failure to install the SyncUP FLEET Device in a compatible vehicle, or in accordance with the installation guidelines. Check vehicle compatibility here: <https://business.t-mobile.com/devices/t-mobile-syncup-fleet>.

6. **License.** Subject to the terms of this SyncUP Fleet T&Cs, T-Mobile grants Customer a limited, revocable, non-exclusive right to install and use the SyncUP FLEET Device in a vehicle owned or controlled by Customer and to use any software, firmware, and intellectual property (collectively “software”) embodied in the SyncUP FLEET Device and SyncUP FLEET Service solely for Customer’s own internal business purposes and solely in connection with Customer’s use of the SyncUP FLEET Device and SyncUP FLEET Service. Except as otherwise provided herein, such rights are non-assignable, non-transferrable, and non-sublicensable. Customer will not modify, extract, copy, distribute, transfer, or reverse engineer the SyncUP FLEET Device or SyncUP FLEET Service, or use the software in connection with any other product or for use on any other device. Customer agrees to only use the SyncUP FLEET Device and SyncUP FLEET Service in accordance with this SyncUP Fleet T&Cs and all applicable laws and regulations. Customer further agrees not to install or use the SyncUP FLEET Device in any vehicle that is not owned or controlled by Customer, or where Customer does not have permission to install or use the SyncUP FLEET Device in such vehicle. Customer acknowledges and agrees to provide notice to each end user of the SyncUP FLEET Device and SyncUP FLEET Service that his or her location information will be accessed and/or disclosed to Customer, and those designated by Customer to use the SyncUP FLEET Service for this purpose.

7. **Ownership.** The SyncUP FLEET Device and SyncUP FLEET Service are protected by copyright and other intellectual property rights. Software and services are not sold, but only licensed or made available on a limited basis. Notwithstanding anything to the contrary herein, and notwithstanding any reference to the sale of any SyncUP FLEET Device to Customer hereunder, except for the rights expressly granted to Customer under this SyncUP Fleet T&Cs, all right, title and interest (including all copyrights, trademarks, service marks, patents, inventions, trade secrets, intellectual property rights and other proprietary rights) in and to the SyncUP FLEET Device and SyncUP FLEET Service and any copies thereof (regardless of the form of media upon which such copies are recorded) are and shall remain exclusively owned by T-Mobile and T-Mobile’s licensors. Customer shall not remove or attempt to remove any mark, label, or legend from the SyncUP FLEET Device.

8. **Protective Measures.** The SyncUP FLEET Device and SyncUP FLEET Service may contain technological measures (including the ability to disable the SyncUP FLEET Device) designed to prevent the illegal usage of software or other violations of this SyncUP Fleet T&Cs or applicable law. Customer agrees not to circumvent or attempt to circumvent such measures.

9. **Network Service.** T-Mobile makes wireless connectivity and certain data services available to Customer through the SyncUP FLEET Device and SyncUP FLEET Service. The “Network Service” means the wireless services provided to Customer by T-Mobile, which are subject to the agreement between the government agency purchasing these SyncUP Fleet T&Cs and T-Mobile. This SyncUP Fleet T&Cs supplements and does not amend Customer’s Terms and Conditions for Network Service, and do not limit or restrict any warranties or other terms including in the SyncUP FLEET Device package. T-Mobile is not responsible for connections with the SyncUP FLEET Device and SyncUP FLEET Service that are not provided via the Network Service, including connectivity to the Portal or App.

10. **Updates and Patches.** T-Mobile and its suppliers will endeavor to continuously improve the SyncUP FLEET Device and SyncUP FLEET Service and may, from time to time, cause software updates to be automatically installed with or without prior notification to Customer or provide access to updates through T-Mobile’s website. Customer hereby consents to such automatic installations and agree to use only the updated version once it has been installed.

11. **Restrictions.** To the fullest extent permissible under applicable law, Customer agrees not to: (a) disclose, transfer or transmit in any manner any services, software or other copyrightable or licensed elements of the SyncUP FLEET Device or SyncUP FLEET Service, whether temporarily or permanently; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any software elements of the SyncUP FLEET Device or SyncUP FLEET Service; (c) use the SyncUP FLEET Device or SyncUP FLEET Service in a manner that violates laws or rights of others; (d) use the SyncUP FLEET Device or SyncUP FLEET Service as part of a failsafe design for dangerous or emergency applications, as part of control measures required for hazardous materials, life support systems or munitions or weapons, in the nuclear or radioactive material transportation industry or in any operations involving radioactive or hazardous materials; (e) engage in any activity that interferes or disrupts services or any computer, software, network or other device used to provide the SyncUP FLEET Service; (f) attempt, or

cause, permit or encourage any other person to do any of the foregoing; (g) for insurance purposes, use the SyncUP FLEET Device or SyncUP FLEET Service in association with driving, driver or vehicle activity or performance; or (h) track any end user of the SyncUP FLEET Device and SyncUP FLEET Service without informing him or her that his or her location information will be accessed and/or disclosed to Customer, and those designated by Customer to use the SyncUP FLEET Service for this purpose.

12. Compliance. Customer shall comply with all applicable laws, including export control laws and regulations of the USA and Canada. Customer shall not export or re-export any SyncUP FLEET Device directly or indirectly in contravention of such laws or regulations. Customer further acknowledges that the SyncUP FLEET Device cannot be exported to, or used in, countries listed on Canada's Area Control List, including (as of the SyncUP Fleet T&Cs Effective Date) North Korea.

13. Security. Customer should keep all user identification and passwords (Customer's "Login Credentials") secure. Customer is solely responsible for any actions taken using Customer's Login Credentials. If Customer believes the security of Customer's Login Credentials has been compromised, or Customer suspects unauthorized use, Customer must promptly notify T-Mobile. T-Mobile and its suppliers will be entitled to treat all communications, instructions and transactions as authorized by Customer if Customer's Login Credentials are used, unless Customer has notified T-Mobile of a compromise or unauthorized use of Customer's Login Credentials. If T-Mobile suspects, in T-Mobile's reasonable opinion, fraudulent or unauthorized activity on Customer's account, T-Mobile and its suppliers reserve the right to terminate or suspend Customer's access to T-Mobile's website or any applicable services or both and will use reasonable efforts to contact Customer. Customer should not enter confidential information into the App or Portal. Customer acknowledges and agrees not to enter or track social security numbers, financial account numbers, credit or debit card numbers, in combination with any required security code, access code, or password that would permit access to an individual's financial account; health or medical information; or health insurance information via the SyncUP FLEET Service.

14. Term and Termination. The term of this SyncUP Fleet T&Cs shall commence on the SyncUP Fleet T&Cs Effective Date and shall continue on a month-to-month basis. Either Party may terminate this SyncUP Fleet T&Cs without cause upon thirty (30) days' written notice to the other Party. Either Party may terminate this SyncUP Fleet T&Cs without penalty if the other Party materially breaches this SyncUP Fleet T&Cs and such breach is not cured within thirty (30) days after the breaching Party receives written notice of such breach from the non-breaching Party. This SyncUP Fleet T&Cs and all rights and obligations hereunder, except those expressly indicated to survive, shall terminate immediately upon termination or expiration of the Agreement. Upon expiration or termination of this SyncUP Fleet T&Cs, all rights and obligations granted hereunder, except those expressly indicated to survive, shall immediately terminate. Unless otherwise set forth in the Agreement or this SyncUP Fleet T&Cs, termination or expiration of this SyncUP Fleet T&Cs does not terminate the Agreement or any rights or obligations in the Agreement. The following sections will survive any expiration or termination of this SyncUP Fleet T&Cs: Sections 1, 3, 7, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 and Exhibit A.

15. Third Party Content and Services. T-Mobile, through the SyncUP FLEET Device and SyncUP FLEET Service, may provide access to, and make available to Customer, third party mobile applications, services, websites, or other third party content (collectively the "Third Party Services"). The Third Party Services are provided to Customer for Customer's convenience, and T-Mobile takes no responsibility for, and makes no warranty regarding, and does not endorse any Third Party Services. Customer's use of any Third Party Service is subject to Customer's agreement with those service providers and any SyncUp FLEET data Customer consents to share is subject to the service provider's privacy policy. Customer's use of the Third Party Services is completely at Customer's own risk.

16. Disclaimers and Warnings. In addition to the disclaimers in the Agreement, the following additional disclaimers apply to the SyncUP FLEET Device and SyncUP FLEET Service. Neither T-Mobile nor T-Mobile's licensors or suppliers are responsible for any harms resulting from Customer's use of the App, including download, installation, use, or transmission failure, or alterations the App may make to the functionality of Customer's SyncUP FLEET Device, handset, OBDII port or other software or hardware, including any changes that may affect Customer's wireless plan, service, or billing, malfunction, data loss, data access by unauthorized third parties or others in the event of accidents. Neither T-Mobile nor T-Mobile's licensors or suppliers are

responsible for any harms arising from Customer's installation or use of the SyncUP FLEET Device, including any damage to Customer or Customer's vehicle, or any voiding of Customer's vehicle warranty.

16.1 T-Mobile does not warrant that Customer's use of the SyncUP FLEET Device or SyncUP FLEET Service will result in any savings or efficiencies in the operation of Customer's vehicle or that the detection of mechanical or technical errors in Customer's vehicle will be accurate or error-free. The SyncUP FLEET Device and SyncUP FLEET Service are not intended to replace the advice, guidance or diagnosis of licensed mechanics or proper vehicle maintenance. Customer is solely responsible for the operation of Customer's vehicle—including while using the SyncUP FLEET Device and SyncUP FLEET Service. Customer acknowledges and agrees that, under no circumstance, will T-Mobile be responsible for any accident, damage, liability, bodily injury or death that might occur to Customer, Customer's property, third parties or their property, even if the SyncUP FLEET Device or SyncUP FLEET Service may have or did contribute to the cause of the accident, damage, liability, bodily injury or death.

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

17. Confidentiality and Data Transfer. Customer acknowledges and agrees that data may be stored or transmitted through third party facilities, third party services or common carriers, including without limitation the internet, in the course of using the SyncUP FLEET Devices or the SyncUP FLEET Service. Customer shall not provide third parties with access to any software and non-public information in and regarding the SyncUP FLEET Devices or the SyncUP FLEET Service and any other confidential information that T-Mobile or T-Mobile's suppliers provide without T-Mobile's prior written consent, except to Customer's employees, subject to adequate confidentiality agreements.

18. Vehicle Data. With respect to any vehicle data generated by and associated with the SyncUP FLEET Devices installed in Customer's vehicles ("Individual Vehicle Data") that is transmitted or processed using the SyncUP FLEET Devices or the SyncUP FLEET Service, Customer hereby instructs T-Mobile and its suppliers and grants T-Mobile and its suppliers the right to use, process and transmit Individual Vehicle Data as reasonably required for the purposes for which it is provided to T-Mobile and T-Mobile's suppliers, including the provision, administration, troubleshooting and improvement of the SyncUP FLEET Devices or the SyncUP FLEET Service or as required by applicable law.

19. Aggregated Data. Customer acknowledges that T-Mobile's supplier compiles, stores and uses aggregated data and system usage information to monitor and improve the SyncUP FLEET Devices and SyncUP FLEET Service and for limited promotional purposes. This aggregated data is no longer associated with a SyncUP FLEET Device and as such is not Individual Vehicle Data. T-Mobile's supplier will not attempt to disaggregate the data or re-associate it with a SyncUP FLEET Device without Customer's consent, or unless legally compelled to do so or required to do so for safety or troubleshooting purposes.

20. Feedback. Customer understands and agrees that any feedback, input, suggestions, recommendations, improvements, changes, specifications, test results, or other data or information that Customer provides or which is made available to or gathered by T-Mobile's supplier arising from or related to Customer's use, testing, integration or evaluation of the SyncUP FLEET Device or SyncUP FLEET Service, including T-Mobile's supplier's website and including in the course of utilizing support, maintenance or other services ("Feedback"), shall be jointly owned by Geotab and its suppliers as tenants in common (and for greater certainty, no party will have a duty to account to any other party and each party will be free to use, exploit, modify, transfer or sell Feedback or its rights therein or thereto without the consent of any other party). Without limiting the generality of the foregoing, Feedback may be used by Geotab and its suppliers to modify, enhance, maintain and improve the SyncUP FLEET Device and SyncUP FLEET Service or otherwise without any obligation or payment to Customer or to any of Customer's customers whatsoever.

21. **Installation Warning.** Certain vehicles or installation configurations may require professional installation, additional equipment or modifications to Customer's vehicles. If Customer is uncertain that it has the requisite skills and understanding to install the SyncUP FLEET Device, Customer must consult with an authorized reseller or installer. Improper installation can lead to short circuits and the risk of fire, leading to personal injury or significant damage to Customer's vehicle. Installation or servicing may also require modifications to Customer's vehicle. Failure to comply with procedures specified in the installation instructions for a SyncUP FLEET Device, or attempting to install the SyncUP FLEET Device without adequate knowledge of the SyncUP FLEET Device, proper installation, configuration, servicing, repair or removal procedures, or Customer's vehicle may result in damage to the SyncUP FLEET Device or Customer's vehicle, which may cause malfunctions of vehicle controls or vehicular environmental systems and result in personal injury. Customer understands that any such activities not performed by an authorized reseller or installer will be at Customer's sole risk, and that T-Mobile will not be responsible for any failures in SyncUP FLEET Device functionality or safety caused by: (a) improper installation; (b) alteration or servicing of the SyncUP FLEET Device by anyone other than an authorized installer; (c) unauthorized modification or use of the SyncUP FLEET Device not in accordance with its specifications; (d) use of the SyncUP FLEET Device with third party products not approved or provided by T-Mobile; or (e) damage to the SyncUP FLEET Device by weather, tampering, misuse, accident or negligence. Customer hereby releases and forever discharges, and will indemnify and T-Mobile, T-Mobile's affiliates, resellers and agents and their directors, officers, employees and representatives from any and all losses, actions, causes of action, liability, claims, demands, penalties, costs, expenses (including legal fees and disbursements on a full indemnity basis), judgments and damages of any nature or kind whatsoever, whether under contract, tort, or any other theory of law or equity, which Customer or any other third party has or will have, arising or accruing from, as a result of, in relation to, or in connection with, the same.

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

23. **Accessibility.** Company acknowledges that the SyncUP FLEET Device and SyncUP FLEET Service may not be in conformance with accessibility standards, including Section 508 of the Rehabilitation Act and its implementing regulations.

24. **Miscellaneous.** The Agreement and this SyncUP Fleet T&Cs (including Exhibit A to this SyncUP Fleet T&Cs), and any additional terms referenced therein, constitute the complete, final, and exclusive understanding between Customer and T-Mobile regarding the subject matter of this SyncUP Fleet T&Cs, and govern Customer's use of the SyncUP FLEET Device and SyncUP FLEET Service. The Agreement and this SyncUP Fleet T&Cs supersedes all prior understandings, communications, and agreements between Customer and T-Mobile with respect to the SyncUP FLEET Device and SyncUP FLEET Service. This SyncUP Fleet T&Cs supplements and does not supersede any materials provided in the SyncUP FLEET Device package by the manufacturer.

Geotab is intended by Customer and T-Mobile to be, and will be, a third party beneficiary of this SyncUP Fleet T&Cs with the right to enforce this SyncUP Fleet T&Cs directly against Customer.

Use of SyncUp Fleet is subject to acceptance of the T-Mobile SyncUp Fleet-specific terms and conditions, which are set forth herein and incorporated into this Contract (GS35F0503M).

EXHIBIT A

Other Provider Terms

The SyncUP FLEET Device and SyncUP FLEET Service contain or function in connection with software, services, and other SyncUP FLEET Devices provided under license by Geotab or its third parties. Geotab and its third-party providers require T-Mobile to pass through their terms to Customer. By entering into the SyncUP Fleet T&Cs, Customer also accepts these Other Provider Terms, which contain important terms and conditions that affect Customer's rights and obligations and also govern the ways that Geotab's third parties handle the use and collection of Customer's data. Collection and use of data by these other providers may differ from the way that T-Mobile handles user data. Some of the providers detailed below reserve the right to amend their terms from time to time, as specified below, and by accepting such Other Provider Terms as part of the SyncUP Fleet T&Cs, Customer agrees to accept amended versions of such Other Provider Terms. Customer agrees that it is Customer's responsibility to review, determine applicability and comply with the terms set forth below as well as to check for updates and changed URLs.

1. DATA STORAGE

Data storage for SyncUP FLEET is provided by Geotab and Google. Currently Geotab uses Google Cloud Platform as its primary cloud data storage provider. As such, Customer's data will be stored on Google's servers in various locations. The following terms are applicable to data storage services. If Customer has any questions about where Customer's Individual Vehicle Data is stored, please contact Geotab.

Google Cloud Platform Terms

Consent. Customer consents to the transmission, storage, use and processing of Customer's data by T-Mobile, T-Mobile's supplier and/or Google according to these Other Provider Terms using Google's Cloud Platform. By using the services, Customer consents to this processing and storage of Customer's data. Under these Other Provider Terms, Google is merely a data processor.

Google Cloud Platform Acceptable Use Policy. Customer agrees to be bound by the Google Cloud Platform Acceptable Use Policy, available at: <https://cloud.google.com/terms/aup>. Violation of the Google Cloud Platform Acceptable Use Policy may result in immediate removal (and loss) of Customer's data.

U.S. Government Users. The services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

2. POSTED SPEED LIMIT DATA

If Customer is using posted speed limit data provided by HERE, the following terms apply to Customer.

Copyright. The posted speed limit data ("Speed Data") is provided for Customer's personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by Customer, on the one hand, and T-Mobile's supplier and its licensors (including their licensors and suppliers) on the other hand.

© 2017 HERE. Copyright notices for specific countries can be found at: <https://legal.here.com/terms/general-content-supplier/terms-and-notices/>. All rights reserved.

Internal Business Use Only. Customer agrees to use this Speed Data together with the SyncUP FLEET Devices and SyncUP FLEET Service for the internal business purposes for which Customer was licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, Customer may copy this Speed Data only as necessary for Customer's internal business use to (a) view it; and (b) save it, provided that Customer does not remove any copyright notices that appear and does not modify the Speed Data in any way. Customer agrees not to otherwise reproduce, copy, modify, decompile, disassemble, create any derivative works of, or reverse engineer any portion of this Speed Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.

Restrictions. Except where Customer has been specifically licensed to do so by T-Mobile or its supplier, and without limiting the preceding paragraph, Customer may not (a) use this Speed Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

HERE End User Terms. Except for use as part of the SyncUP FLEET Devices, where Customer has been specifically licensed by T-Mobile and/or its supplier, Customer agrees that Customer is bound by the HERE End User Terms, available at: <https://legal.here.com/en/terms/eula/us>.

3. GOOGLE MAPS TERMS

If Customer is using map data provided by Google, the following terms apply to Customer.

Google Universal Terms of Service. Customer agrees to be bound by Google's Universal Terms of Service, available at: <https://www.google.com/intl/ALL/policies/terms/>.

Google Maps Terms. Customer agrees to be bound by the Google Maps Terms, available at: https://www.google.com/help/terms_maps.html.

Google Legal Notices. Customer agrees to be bound by Google's Legal Notices, available at: http://www.google.com/intl/en-us/help/legalnotices_maps.html.

Google Maps Acceptable Use Policy. Customer agrees to be bound by the Google Maps Acceptable Use Policy, available at: https://www.google.com/work/earthmaps/legal/universal_aup.html.

License to Google under Privacy Policy. Customer agrees to grant Google a license to use Customer's data to enable Google to provide and improve the map service and treat Customer's data in accordance with Google's Privacy Policy, available at: <http://www.google.com/privacy/privacy-policy.html>.

Export Laws. Customer agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

Prohibited Territory. Customer agrees to refrain from using Google maps in the "Prohibited Territory", defined by Google as the countries listed at: http://www.google.com/enterprise/earthmaps/legal/us/maps_integrator_territory.html.

Consent. Customer agrees to consent - and to obtain the consent of every driver and other person whose location can be determined with the SyncUP FLEET Device and Google services - to T-Mobile and T-Mobile's suppliers obtaining and caching location data, noting that such consent is revocable and that without such consent, services either cannot be provided or cannot be provided with the same functionality.

US Government Users. The Google Services were developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable U.S. civilian and military Federal acquisition regulations and any supplements thereto. If the user of the services is an agency, department, employee, or other entity of the United States Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the services, including technical data or manuals, is governed by the terms and conditions contained in Google's standard commercial license agreement.

Google does not accept government flow down provisions, including but not limited to, the United States Federal Acquisition Regulations (FARs) and its supplements, Defense FARs or NASA FARs. Government flow down provisions, if any, will be addressed with supplementary documentation and require Google's signed acceptance of any supplementary documentation.

The Universal Terms section entitled "Business uses of our Services" is replaced in its entirety with the following:

"If you are using our Services on behalf of a government entity, that entity accepts these terms. Solely to the extent permitted by applicable law, regulation, or privileges and immunities, that entity will hold harmless and indemnify Google and its affiliates, officers, agents and employees from any claim, action or proceedings arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, judgments, litigation costs and legal fees."

For city or state government entities in the United States and European Union, the Universal Terms section regarding governing law and venue will not apply.

For United States federal government entities, the Universal Terms section regarding governing law and venue is replaced in its entirety with the following:

"This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law (A) the laws of the State of California (excluding California's conflict of laws rules) will apply in the absence of applicable federal law; and (B) any

dispute arising out of or relating to this Agreement or the Services will be litigated exclusively in the federal courts of Santa Clara county, California, and the parties consent to personal jurisdiction in those courts.”

All access of use of Google Maps/Google Earth by or for the United States federal government is subject to the “U.S. Government Restricted Rights” section in Legal Notices; set out here for convenience:

- A. This computer software is submitted with restricted rights under the Google Terms of Service, the Google Maps/Google Earth Additional Terms, and the Google Maps/Google Earth APIs Terms of Service. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.
- B. This computer software may be:
 - a. Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
 - b. Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
 - c. Reproduced for safekeeping (archives) or backup purposes;
 - d. Modified, adapted or combined with other computer software, provided that the modified, adapted or combined portions of the derivative software incorporating any of the delivered, restricted computer software will be subject to the same restricted rights;
 - e. Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (B)(a) through (d) of this notice; and
 - f. Used or copied for use with a replacement computer.
- C. Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (B) of this notice.
- D. Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.
- E. This notice will be marked on any reproduction of this computer software, in whole or in part.

4. HERE MAPS TERMS

If Customer is using map data provided by HERE, the following terms apply to Customer.

HERE End-User Terms. Customer understands and acknowledges that map and related data or services provided by or through HERE (the “HERE Location Platform Services”), is subject to HERE’s end-user terms (designated to apply to either business or consumer end-users, as applicable), privacy policy and other end-user communications provided by HERE or as set forth at, or linked through, <http://here.com/services/terms> and “report and issue” links for purposes of reporting e.g. privacy concerns related to images (collectively, “End User Terms”), and Customer confirms that its accepts and agrees to such End User Terms.

5. MAPBOX MAP TERMS

If Customer is using map data from Mapbox, the following terms apply to Customer.

License to Use Customer’s Data. Limited to the purpose of hosting Customer’s content so that mapping services can be provided, Customer grants Mapbox a non-exclusive, worldwide, royalty-free, transferable right and license (with the right to sublicense), to use, copy, cache, publish, display, distribute, modify, create derivative works, and store such content and to allow others to do so. This right and license enables Mapbox to host and mirror Customer’s content on its distributed platform. Customer warrants, represents, and agrees that Customer has the right to grant Mapbox these rights.

US Government. If Customer is a US Government User there are modified/additional terms that apply to Customer; available at: <https://www.mapbox.com/usg-tos/>.