

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

T-MOBILE USA, INC.	DATE ISSUED:	<u>03/25/2019</u>
12920 SE 38 TH ST	CURRENT REFERENCE NO:	<u>19-120-R</u>
BELLEVUE, WASHINGTON 98006	CONTRACT TITLE:	<u>TELECOMMUNICATIONS SERVICES</u>

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 19-120-R including any attachments or amendments thereto.

EFFECTIVE DATE: IMMEDIATELY

EXPIRES: 06/30/2021

RENEWALS: FIVE (5) ONE (1) YEAR RENEWAL OPTIONS FROM 07/01/2021 TO 06/30/2026

COMMODITY CODE(S): 91579

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 19-120-R

EXHIBIT A – FAIRFAX COUNTY CONTRACT #4400006678

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: WILLIAM POWELL

VENDOR TEL. NO.: (434) 632-0133

EMAIL ADDRESS: WILLIAM.POWELL1@T-MOBILE.COM

COUNTY CONTACT: ISHAI TRANI (DTS)

COUNTY TEL. NO.: (703) 228-3408

COUNTY CONTACT EMAIL: ITRANI@ARLINGTONVA.US

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

AGREEMENT NO. 19-120-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between T-Mobile USA, Inc. ("Contractor"), a Delaware foreign corporation with a place of business at 12920 SE 38th Street, Bellevue, Washington 98006 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A Fairfax County Public Schools (FCPS) Contract #4400006678, ("Exhibit A") (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by FCPS and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with the FCPS, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase "FCPS" wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than June 30, 2021 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, if the FCPS renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract unit prices for not more than five (5) additional twelve (12) month periods from July 1, 2021 to June 30, 2026 ("Subsequent Contract Term"). However, if the FCPS does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of FCPS contract expiration date.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County.

The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish and deliver telecommunications services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. PAYMENT OF SUBCONTRACTORS

If the Contractor use any Subcontractors to perform this Agreement, the Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any Subcontractor under this Contract:

- a. Pay the Subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the Subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the Subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the Subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Subcontractor.

The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

For purposes of this Section 9 and performance of this Agreement, the term "Subcontractor" refers to solely those entities that perform services in direct support of Contractor's performance under the Agreement.

10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. If required by applicable federal law, Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the

Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to adhere to its own drug-free policies for its employees and comply with any applicable federal law requirements with respect to providing a drug free work environment.

13. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

14. DISPUTE RESOLUTION

The Parties agree to negotiate in good faith to resolve all disputes arising under this Contract prior to initiating any formal legal action.

The County shall first direct all concerns or complaints to Contractor's Government Account Manager (GAM), and the Contractor shall submit all concerns or complaints to the County Project Officer. Any claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope.

Absent a resolution of the matter within 10 business days of the written complaint: 1) if the claim is by the County, the County may submit the claim in writing to the GAM's Senior Sales Manager and then, if the claim is not resolved within an additional ten business days, to the Regional Director; 2) if the claim is by the Contractor, the Contractor may submit the claim in writing to the County Manager, although in no event later than 60 days after the final payment under the Contract.

Procedures concerning the County's consideration of contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

These escalation procedures in no way waive or limit the Parties' legal rights or remedies.

15. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

16. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

17. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact Information for the Contractor:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Vice President, T-Mobile for Business/Government
With a copy to: T-Mobile USA, Inc. Legal Department (same address as above)

Contact Information for the Department of Technology Services

Ishai Trani, Project Officer
2100 Clarendon Boulevard, Ste 600
Arlington, VA 22201

AND

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201
Attn: Lucas Alexander
Email: lalexander@arlingtonva.us

18. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

19. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the

Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County. The minimum insurance coverage types and amounts shall be as provided in Exhibit A to this Agreement. To the extent the provisions of this Section conflict with those of Exhibit "A", paragraph 23 of FCPS RFP 2000001706 shall control.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

T-MOBILE USA, INC.

AUTHORIZED
SIGNATURE: Lucas Alexander

AUTHORIZED
SIGNATURE: 

NAME: LUCAS ALEXANDER
TITLE: PROCUREMENT OFFICER

NAME AND
TITLE: James Kirby, VP

DATE: 03/25/2019

DATE: 3/22/2019

Legal Approved by:

Odette Poirier

T-Mobile USA, Inc. Legal Department



FAIRFAX COUNTY
PUBLIC SCHOOLS

Department of Financial Services

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

FEB 26 2016

T-Mobile
Attn: Timothy Dwyer
12920 SE 38th Street
Bellevue, WA 98006

Reference: RFP 2000001706- Telecommunications Services: Wireless Digital & Data Services, Associated Services/Equipment.

Dear Mr. Dwyer:

Acceptance Agreement

Contract Number: 4400006678

This acceptance agreement signifies a contract award to T-Mobile for Wireless Digital & Data Services, Associated Services/Equipment.

The period of the contract shall be from July 1, 2016 through June 30, 2021 with the option to renew for five (5) additional one year period.

The contract award shall be in accordance with:

1. This Acceptance Agreement;
2. The Terms and Conditions of RFP 2000001706 Telecommunications Services: Wireless Digital & Data Services, Associated Services/Equipment, and all addenda;
3. Your Proposal dated October 01, 2015;
4. The signed Memorandum of Negotiations.

Please note that this is not an order to proceed. A purchase order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions Paragraph 23 within ten (10) days after receipt of this letter.

Sincerely,


Michelle R. Pratt
Acting Director

MRP/lis

Back
3/26/16



Department of Financial Services

FAIRFAX COUNTY
PUBLIC SCHOOLS

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

Timothy Dwyer
Government Account Manager
T-Mobile
12920 SE 38th Street
Bellevue, WA 98006

FEB 26 2016

Reference: Memorandum of Negotiations
RFP2000001706 - Telecommunications Services: Wireless Digital Voice & Data
Services, Associated Services/ Equipment

Dear Mr. Dwyer:

Thank you for responding to Request for Proposal, RFP2000001706 - Telecommunications Services: Wireless Digital Voice & Data Services, Associated Services/ Equipment. Enclosed with this letter is the Memorandum of Negotiations, which defines the final agreement between your firm and Fairfax County Public Schools and Fairfax County Government.

Please review the Memorandum of Negotiation, execute a legal authorized signature in the space provided, and return it to my office by 3:00 PM Eastern Standard Time on February 23, 2016. After I receive the signed Memorandum of Negotiations, I will return an executed copy to you along with the Acceptance Agreement which signifies award of this contract to your firm.

If you have any questions or need additional information, don't hesitate to contact me at 571-423-3581 or via email lsultan@fcps.edu. Thank you for your interest in Fairfax County Public Schools and Fairfax County Government's requirements and we hope that you will bid on future requirements.

Sincerely,

Laila Sultan, CPPB
Contract Administrator

Attached: Memorandum of Negotiations

DISTRIBUTION:

FCPS-DIT
FCPS- OPS
FCG- DIT
T-Mobile



FAIRFAX COUNTY
PUBLIC SCHOOLS

Department of Financial Services

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

MEMORANDUM OF NEGOTIATION

RFP2000001706 - Telecommunications Services: Wireless Digital Voice & Data Services, Associated Services/ Equipment

The County of Fairfax, Fairfax County Public Schools (hereinafter called the County/FCG or FCPS) and T-Mobile (hereinafter called the Contractor) hereby agree to the following in the execution of Contract Telecommunications Services: Wireless Digital Voice & Data Services, Associated Services/ Equipment.

The final contract contains the following items:

- a. Fairfax County's Request for Proposal RFP2000001706 and all Addenda;
- b. T-Mobile Technical and Business proposal as amended by this Memorandum of Negotiations;
- c. Revised Pricing Summary
- d. Revised T-Mobile Business Sales Amendment to T-Mobile Terms and Conditions;
- e. All subsequent amendments to the contract;
- f. RFP2000001706 terms and conditions supersede all other documents unless identified in this Memo of Negotiations.

The following provisions were negotiated and are incorporated in the contract:

1. T-Mobile will provide overnight shipping when requested for no more than 25% of monthly orders.
2. T-Mobile will make historical billing data available to FCPS and FCG at no charge for a minimum of three years.
3. T-Mobile will offer FCPS and FCG a \$100 Port in credit for every AT&T, Verizon or Sprint number ported to a T-Mobile Smartphone. This Port in Credit is available until September 20, 2016.
4. FCG in building solution/coverage will be incorporated as an amendment at a late date.

RFP 2000001706- Special Provisions Paragraphs revised:

Paragraph 23. Contract Insurance Provisions of RFP 2000001706

23.2 B. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate including contractual liability, personal and advertising injury and products and completed operations

coverage. Coverage shall remain in effect for three years following completion of the contract.

23.2 C. Commercial Automobile Liability insurance including coverage for owned, hired, non-owned autos, in the amount of \$1,000,000 per occurrence/aggregate. Contractor self-insures damage to its owned, non-owned, borrowed and leased vehicles. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under a standard Automobile Liability policy, or a Commercial General Liability policy.

23.2 E. Deleted.

23.3. Fairfax County Public Schools, the Fairfax County School Board, its officers and employees shall be included as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the insurance Certificate that this coverage "is primary to all other coverage the County may possess".

23.5. Additional Requirements.

23.5A. "VI" is deleted.

23.5. F. The Contractor will provide on demand certificates of insurance evidencing all policies related to the contract within ten business days of demand by FCPS and will be provided by Contractor's insurance agent or representative.

1. Contractor shall not make any adverse material change in required coverage and cancellation, or non-renewal shall be made in any insurance coverage without a 45 day written notice to FCPS. The Contractor shall furnish a new certificate prior to any adverse material change to required coverage or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in a suspension of all payments until the new certificate is furnished.

7. If the Contractor delivers services from County leased facility, the Contractor is required to carry property insurance on all equipment.

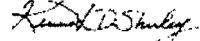
All other prices, terms, and conditions remain the same.

ACCEPTED BY:



Name: MATT MILKEN
T-Mobile USA, Inc. VICE PRESIDENT

Approved as to Form
T-Mobile USA, Inc. Legal Department



Michelle R. Pratt, Acting Director
Office of Procurement Services

2/23/16

Date

2/24/16

Date

**RFP 2000001706 Appendix C
PRICING SUMMARY SHEET**
(Ref: Special Provisions (Pricing Plans), Paragraph 8.6 and 8.12)

VOICE

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
0 pooled minutes	\$5.00	N/A	\$5.00	Includes Voicemail
0 pooled minutes with unlimited text messaging	\$10.00	N/A	\$10.00	Includes Voicemail
0 pooled minutes with unlimited two-way radio and unlimited text messaging	\$20.00	N/A	\$20.00	Includes Voicemail. Will require an Android or iOS product
200 pooled minutes	\$10.00	N/A	\$10.00	Includes Voicemail and 300 minutes
300 pooled minutes	\$10.00	N/A	\$10.00	Includes Voicemail
450 pooled minutes	\$15.00	N/A	\$15.00	Includes Voicemail and 600 minutes
600 pooled minutes	\$15.00	N/A	\$15.00	Includes Voicemail
450 pooled minutes with unlimited text messaging	\$15.00	N/A	\$15.00	includes Voicemail and 600 minutes
450 pooled minutes with unlimited two-way radio, unlimited text messaging	\$20.00	N/A	\$20.00	Includes Voicemail and requires an Android or iOS product for two-way radio
Unlimited minutes	\$10.00	N/A	\$10.00	Includes Voicemail, and a minimum of 20 users per account
Unlimited minutes with unlimited text messaging	\$10.00	N/A	\$10.00	Includes Voicemail and a minimum of 20 users per account
Unlimited minutes with unlimited text messaging, unlimited two-way radio	\$20.00	N/A	\$20.00	Includes Voicemail, and must be on an Android or iOS product
Unlimited Two-Way Radio	\$5.00	N/A	\$5.00	
Unlimited Text Messaging	\$0.00	N/A	\$0.00	Included in all plans, except for the 100 minute plan
Voice Overage Rate	\$0.25 /minute	N/A	\$0.25 /minute	
Charge per line for shared/pooled plans	No additional fee	N/A	No additional fee	Each line for pooled plans pays the same price
Paging thru phone	Included	N/A	Included	Except for the 0 minute plan

**RFP 2000001706 Appendix C
PRICING SUMMARY SHEET**

(Ref: Special Provisions (Pricing Plans), Paragraph 8.6 and 8.12)

Group Paging thru phone	Included	N/A	Included	Except for the 0 minute plan
PTT Unlimited	\$5.00	N/A	\$5.00	Requires an Android or iOS device
Voice Mail	Included	N/A	Included	

BUNDLE VOICE AND DATA

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
200 pooled minutes with unlimited data, and unlimited text	\$10.00		\$10.00	Includes Voicemail and 300 minutes with Unlimited Data to Include 1GB of LTE Data (See Note at the End of the Appendix) Mobile Hotspot is Included- Additional LTE Data can be added in the following increments: 3 GB Total LTE – Add \$10.00 5GB Total LTE – Add \$20.00 Unlimited LTE – Add \$30.00 On Unlimited LTE Plan – Mobile Hotspot includes 7GB of LTE
200 pooled minutes with unlimited data, unlimited text, unlimited tethering	\$10.00		\$10.00	Includes Voicemail and 300 minutes with Unlimited Data to Include 1GB of LTE Data (See Note at the End of the Appendix) Mobile Hotspot is Included- Additional LTE Data can be added in the following increments: 3 GB Total LTE – Add \$10.00 5GB Total LTE – Add \$20.00 Unlimited LTE – Add \$30.00 On Unlimited LTE Plan – Mobile Hotspot includes 7GB of LTE
300 pooled minutes with unlimited data, and unlimited text	Same as 200 Minute Pricing Above		Same as 200 Minute Pricing Above	Includes Voicemail and 300 minutes with Unlimited Data to Include 1GB of LTE Data (See Note End of the Appendix) Mobile Hotspot is Included- Additional LTE Data can be added : 3 GB Total LTE – Add \$10.00 5GB Total LTE – Add \$20.00 Unlimited LTE – Add \$30.00

**RFP 2000001706 Appendix C
PRICING SUMMARY SHEET**

(Ref: Special Provisions (Pricing Plans), Paragraph 8.6 and 8.12)

				On Unlimited LTE Plan – Mobile Hotspot includes 7GB of LTE
300 pooled minutes with unlimited data, unlimited text, unlimited tethering	\$10.00		\$10.00	Includes Voicemail and 300 minutes with Unlimited Data to Include 1GB of LTE Data (See Note at the End of the Appendix) Mobile Hotspot is Included- Additional LTE Data can be added in the following increments: 3 GB Total LTE – Add \$10.00 5GB Total LTE – Add \$20.00 Unlimited LTE – Add \$30.00 On Unlimited LTE Plan – Mobile Hotspot includes 7GB of LTE
450 pooled minutes with unlimited data, unlimited text	\$15.00		\$15.00	Includes Voicemail and 600 minutes with Unlimited Data to Include 1GB of LTE Data (See Note at the End of the Appendix) Mobile Hotspot is Included- Additional LTE Data can be added in the following increments: 3 GB Total LTE – Add \$10.00 5GB Total LTE – Add \$20.00 Unlimited LTE – Add \$30.00 On Unlimited LTE Plan – Mobile Hotspot includes 7GB of LTE
450 pooled minutes with unlimited data, unlimited text, unlimited tethering	\$15.00		\$15.00	Includes Voicemail and 300 minutes with Unlimited Data to Include 1GB of LTE Data (See Note at the End of the Appendix) Mobile Hotspot is Included- Additional LTE Data can be added in the following increments: 3 GB Total LTE – Add \$10.00 5GB Total LTE – Add \$20.00 Unlimited LTE – Add \$30.00 On Unlimited LTE Plan – Mobile Hotspot includes 7GB of LTE
450 pooled minutes with unlimited data, unlimited text, PTT	\$20.00		\$20.00	Includes Voicemail and 300 minutes with Unlimited Data to Include 1GB of LTE Data (See Note at the End of the Appendix) Mobile Hotspot is Included- Additional LTE Data can be added in the following increments: 3 GB Total LTE – Add \$10.00 5GB Total LTE – Add \$20.00

**RFP 2000001706 Appendix C
PRICING SUMMARY SHEET**
(Ref: Special Provisions (Pricing Plans), Paragraph 8.6 and 8.12)

				Unlimited LTE – Add \$30.00 On Unlimited LTE Plan – Mobile Hotspot includes 7GB of LTE
Unlimited minutes with unlimited data, unlimited text	\$15.00		\$15.00	Requires a minimum of 10+ users on the account. Once contract begins to bill \$15,000 per month, this price will reduce by 15% to \$12.75 per month. Included Unlimited Data with 2GB of LTE (See note at the end of the Appendix) and mobile hotspot. Additional LTE Data can be added in the following Increments: 6GB Total LTE – Add \$15.00 10GB LTE – Add \$30.00 Unlimited LTE – Add \$45.00 / Unlimited LTE includes 14GB of LTE Mobile Hotspot
Unlimited minutes with unlimited data, unlimited text, unlimited tethering	\$15.00		\$15.00	Requires a minimum of 10+ users on the account. Once contract begins to bill \$15,000 per month, this price will reduce by 15% to \$12.75 per month. Included Unlimited Data with 2GB of LTE (See note at the end of the Appendix) and mobile hotspot. Additional LTE Data can be added in the following Increments: 6GB Total LTE – Add \$15.00 10GB LTE – Add \$30.00 Unlimited LTE – Add \$45.00 / Unlimited LTE includes 14GB of LTE Mobile Hotspot
Unlimited minutes with unlimited data, unlimited text, and unlimited tethering: For accounts less than 10 users	\$20.00		\$20.00	Includes Voicemail with Unlimited Data to Include 1GB of LTE Data (See Note at the End of the Appendix) Mobile Hotspot is Included- Additional LTE Data can be added in the following increments: 3 GB Total LTE – Add \$10.00 5GB Total LTE – Add \$20.00 Unlimited LTE – Add \$30.00 On Unlimited LTE Plan – Mobile Hotspot includes 7GB of LTE
Unlimited Text Messaging	Included		Included	

**RFP 200001706 Appendix C
PRICING SUMMARY SHEET**
(Ref: Special Provisions (Pricing Plans), Paragraph 8.6 and 8.12)

Unlimited Tethering	Included		Included	If unlimited tethering is not available, please outline pricing and applicable tiers of tethering service.
GPS (Directions)	\$10.00 for 2 GB of LTE		\$10.00 for 2 GB of LTE	Unlimited tethering is included and simply counts toward the 2GB total. The price is normally \$20.00, but we are showing the \$10.00 discount that comes with the activation of a voice line
GPS (Tracking) Pooled 5 / 10 / 25 MB	\$10.00		\$10.00	Unlimited tethering is included and simply counts toward the 2GB total. The price is normally \$20.00, but we are showing the \$10.00 discount that comes with the activation of a voice line
Voice Overage Rate (/ minute)	\$0.25 / minute		\$0.25 / minute	
Data Overage Rate	No Data Overages		No Data overages	

DATA

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
Unlimited data (no-cost device)	\$35.00	16%	\$29.40	This is an Unlimited Data Plan with no LTE slowdown. Available on all our mobile internet devices, like mobile hotspots, tablets and routers. Mobile Hotspot / Tethering option is included and included 7GB of LTE Data
IPhone 4MB Standalone	\$25.00	N/A	\$25.00	Includes a 0 minute plan than can be blocked
IPhone Unlimited Standalone	\$35.00	N/A	\$35.00	Includes a 0 minute plan than can be blocked
Blackberry 4MB Standalone	\$25.00	N/A	\$25.00	Includes a 0 minute plan than can be blocked

EQUIPMENT PRICING

WIRELESS VOICE ONLY	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, battery, etc.)
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RFP 2000001706 Appendix C
PRICING SUMMARY SHEET
(Ref: Special Provisions (Pricing Plans), Paragraph 8.6 and 8.12)

Current No-Cost Cell Phone Device:	LG450 – Or Equivalent Device	\$0.00	Free device is available with a minimum rate plan of \$40. Includes wall charger and battery
Current No-Cost Cell Phone Rugged Device:	Kyocera Hydro WAVE (smartphone) – Or Equivalent Device	\$0.00	Free device is available with a minimum rate plan of \$50. Includes wall charger and battery

(WIRELESS Device)	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, software, data cord, holster, battery, etc.)
Smartphone (current model of no-cost device) New line of service & upgrade after 12 months	LG Leon or equivalent	\$0.00	LG Leon is free with a minimum rate plan of \$50. Included wall charger and battery
Smartphone Replacement for existing line of service (non-warranty)	LG Leon or equivalent	\$0.00	LG Leon is free with a minimum rate plan of \$50. Included wall charger and battery
Smartphone Upgrade to the most recent model release	LG Leon or equivalent	LG Leon or equivalent	LG Leon is free with a minimum rate plan of \$50. Included wall charger and battery
Device Shelf Stock (1%) Cellular Phone (Re: Special Provisions, Paragraph 7.F)	Certified pre-Owned Devices	\$0.00	All include batteries and wall chargers
Device Shelf Stock (1%) Smartphone (Re: Special Provisions, Paragraph 7.F)	Certified pre-Owned Devices	\$0.00	All include batteries and wall chargers
Discount off manufacturer list price for additional items not listed above	0% Discount		

**RFP 200001706 Appendix C
PRICING SUMMARY SHEET**
(Ref: Special Provisions (Pricing Plans), Paragraph 8.6 and 8.12)

VALUE ADDED SERVICES Ref.Par. 9 This will not be part of the overall evaluation	
Item	Comments
Employee Discounts Paragraph 9.1	Certain Rate Plans may be eligible for a 15% volume based discount. Please see Technical Proposal section 5.1 Employee / Student Purchase Program
In-Building Solutions Paragraph 9.2	T-Mobile has a wide arrange of in-building solutions, including wireless routers and cell boosters. Please see Technical Proposal section 5.2 In-Building Coverage

MOBILE DEVICE MANAGEMENT (MDM)

Item	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
MDM Solutions Paragraph 8.11 H	TBD	TBD	TBD	After further discussion with FCPS and FCG, we will recommend a partner that best fits your needs. Please see Technical Proposal section 4.5.H or 4.11.H

ACCESSORIES

Item	Percent Discount	Comments
Leather Holster	25%	
Wall Charger	25%	
Vehicle Charger	25%	
Battery	N/A	Batteries are not sold separately
Tethering Cord	25%	
Discount for accessory items not listed above	25% upon eligible items purchased directly from T-Mobile Government Account Team. These eligible items would include a car charger and case	

Overnight delivery \$19.99 (unless order qualifies for free overnight shipping for emergency requests. Please see Technical Proposal section 6.5.D and 6.10.D

****Note in regards to the Unlimited Data Plans with 1GB, 2GB, 3GB, 5GB, 6GB, or 10 GB LTE options – When a user exceeds their high speed allotment of LTE, speeds will reduce to 128 KBPs.*

If promotional plans or features become available, FCPS and FCG end users will automatically be available to utilize these promotional plans.

**RFP 200001706 Appendix C
PRICING SUMMARY SHEET**

(Ref: Special Provisions (Pricing Plans), Paragraph 8.6 and 8.12)

In regards to the new \$15 Unlimited Talk, Text, and Data Plans for accounts with 10+ users, T-Mobile also offers FCPS and FCG the ability to pool the data if that is a preference. Again, this is simply an option in place of the Unlimited Data included in the above spreadsheet

- If the pool exceeds on the 2GB, 6GB, 10 GB plan, additional GB's will be \$5.00 each
- T-Mobile also allows for FCPS and FCG to purchase additional pools of LTE Data

30GB for \$135 – each additional GB is \$4.50
100 GB for \$425 – each additional GB is \$4.25
500 GB for \$2,000 – each additional GB is \$4.00
1 TB for \$3,750 – each additional GB is \$3.75

The new \$15.00 rate plan also includes the following additional feature and services

- Canada and Mexico become part of the local market
- Free in Flight Texting with GoGo
- Music Freedom – Music Streaming does not count towards data usage
- Wi-Fi Calling (which is included in all our Smartphone plans)
- Binge On – Video Streaming from many video services, like Netflix and HBO do not count towards data usage on devices with a *paid data plan of 6GB, 10GB, or Unlimited*
- International Texting and Data are Unlimited and calls are \$0.20 per minute in over 140 countries

BUSINESS SALES AMENDMENT TO T-MOBILE TERMS AND CONDITIONS

This Business Sales Amendment (“**Amendment**”) is an amendment to the T-Mobile Terms and Conditions (“**T-Mobile T&Cs**”) (collectively, this “**Agreement**”) between Fairfax County Government (“**FCG**”) and Fairfax County Public Schools (“**FCPS**”) (FCG and FCPS are collectively referred to in this Agreement as “**Customer**”), and T-Mobile USA, Inc., a Delaware corporation (“**T-Mobile**”). This Amendment is effective as of the date the second party signs this Amendment (“**Effective Date**”). Unless defined in this Amendment, capitalized terms will have the meaning defined in the T-Mobile T&Cs.

The T-Mobile and the Customer wish to enter into this Agreement to facilitate the purchase and use of the Service and Devices by Customer for its Master Account or its employees under each employee’s Employee Account under the applicable rates and terms described in this Agreement. “**Devices**” mean Customer’s authorized phone, handset, device, SIM card, data card, or other equipment or third party device for which T-Mobile provides Service. “**Service**” means the T-Mobile services provided to the Customer. “**Master Account**” means Customer’s T-Mobile account under which Customer purchases from and is liable to pay T-Mobile for lines of Service and Devices for use by its employees. Each of FCG and FCPS will be responsible for each of their invoices under their respective Master Account. “**Users**” refer to Customer’s employees using a Device and/or the Service under Customer’s Master Account.

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Customer and T-Mobile agree to amend the T-Mobile T&Cs as follows:

1. **T-Mobile Terms and Conditions.** This Amendment and the T-Mobile T&Cs govern the Services and Devices that T-Mobile will provide to Customer, and the T-Mobile T&Cs are incorporated into this Amendment by reference. Except as set forth in this Amendment, all terms and conditions of the T-Mobile T&Cs will remain in full force and effect. In case of any conflict between the T-Mobile T&Cs and this Amendment, this Amendment will control as to the conflicting provision. The T-Mobile T&Cs can be viewed at www.T-Mobile.com/terms-conditions.
2. **Agreement Term.** The term of this Agreement will commence on the Effective Date and will continue for a period of five years thereafter (the “**Initial Term**”). This Agreement may be renewed for additional one-year periods for up to a total of five years, unless terminated by either party by providing the other party with at least thirty (30) days prior written notice. Either party may terminate this Agreement without cause upon 30 days prior written notice to the other party. T-Mobile Simple Choice for Business Plans and features have month-to-month service terms for individual lines of Service.
3. **Employee Advantage Program.** “**Employee Accounts**” means Customer’s employees who have signed up for T-Mobile Service and are directly responsible to pay T-Mobile for lines of Service and Devices under T-Mobile’s Employee Advantage Program. Customer’s employees who qualify for, and participate in, the Employee Advantage Program may be eligible to receive a benefit that T-Mobile determines in its sole discretion. For details of the Employee Advantage Program, please go to www.t-mobile.com/advantagerewards. To qualify for the Employee Advantage Program, Customer’s employees who activate a new line of Service or upgrade their Device with T-Mobile Service must meet the following conditions: (a) provide T-Mobile with proof that they are currently employed by Customer at the time of activation; (b) satisfy T-Mobile’s credit requirements; (c) execute a T-Mobile Service Agreement agreeing to be bound by the T-Mobile T&Cs; and (d) comply with T-Mobile’s activation procedures, including activating Service only through a point of sale approved by T-Mobile’s Business Sales division for the Employee Advantage Program. Employees will not be able to activate a line of Service in retail stores operated by T-Mobile or a T-Mobile authorized dealer, but will be able to do so by visiting the T-Mobile Advantage Program website at www.t-mobile.com/advantagerewards or by calling T-Mobile’s toll-free number, 1-(866)-464-8662. T-Mobile may periodically review Employee Accounts to confirm continued proof of employment and Employee eligibility. Upon T-Mobile’s reasonable request, Customer agrees to provide employment verifications to T-Mobile for all Employee Accounts. Should an employee terminate employment with Customer, such employee will continue to receive Service under the Employee Account rate plan until the end of the employee’s service term. The former employee will then be eligible to receive Service under T-Mobile’s standard consumer rate plans, subject to the applicable terms and conditions under such rate plans. Customer will not be liable for payment on any Employee Account established under the Employee Advantage Program. In its sole discretion, T-Mobile may change or discontinue any or all of the benefits, offers or features of its Employee Advantage Program.
4. **Rate Plans for Master Accounts.** Customer may select the rate plans listed in Appendix C to T-Mobile’s Response to RFP 2000001706 or listed in the T-Mobile Business website at <https://business.t-mobile.com>, subject to the terms and conditions of such rate plan. The rate plan list price does not include certain charges, including but not limited to, taxes, fees and surcharges. If Customer purchases any other T-Mobile services or features that are not covered by the terms of this Agreement, the T-Mobile terms and conditions applicable to that service or feature will apply, and Customer agrees to review and accept the additional terms and conditions before using such additional services or features.
5. **Changes to the Rate Plans.** Except as described below for rate plans with the price-lock guarantee, T-Mobile may change the rate plans and their terms made available to lines of Service or Devices at any time; provided, however, Customer may cancel the affected lines of Service if T-Mobile: (i) changes the rate plan for such line(s) of Service in a manner that materially increases the monthly Recurring Charges; or (ii) materially decrease the Service Allotments (i.e. minutes and or data allotments) described under such line of Service’s rate plan and/or feature. T-Mobile will provide Customer with thirty (30) days’ notice of any change warranting cancellation of the affected rates plans for the Customer’s Master Account line(s) of Service, and Customer must notify T-Mobile of its intent to cancel such line(s) of Service within 14 days after receiving such notice, or as otherwise provided in the notice. Customer’s remedy for any such change is to cancel Service for the affected line within the relevant timeframe. If Customer fails to cancel Service within the relevant timeframe, Customer will be deemed to have accepted the changes. Unless Customer has selected a promotional rate plan or accepted promotional Device pricing and upon verbal or written notice to T-Mobile, Customer may change to another rate plan. Rate plan changes will be effective as of Customer’s next bill cycle. Any service term will remain unchanged by any modification to the account, unless Customer agrees to a new service term as part of such modification. If T-Mobile allows Customer to temporarily suspend any Devices, the service term will be extended by the length of the temporary suspension. If Customer purchases any other T-Mobile services or features that are not covered by the terms of this Agreement, the T-Mobile terms and conditions applicable to that service or feature will apply, and Customer agrees to review and accept the additional terms and conditions before using such additional services or features. For the price-lock guaranteed rate plans, (a) if Customer’s monthly Recurring Charge is guaranteed for as long as Customer is a T-Mobile customer, T-Mobile will not increase the monthly Recurring Charge as long as Customer continuously remains a T-Mobile customer in good standing on a qualifying rate plan; or (b) if Customer’s monthly Recurring Charge is guaranteed for a certain period of time, T-Mobile will not increase Customer’s monthly Recurring Charge for that period of time from the date Customer activates its first line on that rate plan, as long as Customer

continuously remains a T-Mobile customer in good standing on a qualifying rate plan. If Customer switches rate plans, the price-lock guarantee for its new rate plan will apply (if there is one). Changes to the rate plans will be agreed upon by the Customer in a written amendment to this Agreement.

6. **iBilling and iAnalyst Billing Services.** Customer may enroll in T-Mobile's iBilling and/or iAnalyst online billing services at no additional monthly charge for the Master Account only; provided, however, Customer must activate and maintain at least six (6) Master Account lines of Service to receive the iBilling and/or iAnalyst billing service.
7. **Device Pricing and Delivery for Master Accounts.** Master Accounts Users will be allowed to purchase Devices that are generally available to business customers through T-Mobile Business Market's website at <https://business.t-mobile.com>, T-Mobile's Business Center, T-Mobile's Business Market sales team or retail store locations on the date of order. By placing an order for T-Mobile Devices, Customer represents and warrants that such Devices are intended to be used only by Customer and its employees. At no charge to Customer, Devices will be shipped F.O.B. destination via standard transportation to the address specified in the applicable User's order within two business days of completion of such order. Devices are subject to availability. Delivery addresses must fall within T-Mobile's licensed Service area. If Customer purchases Devices through T-Mobile's Equipment Installment Program ("EIP") ("EIP Devices"), then the terms of the EIP agreement will supersede and control the purchase of the EIP Devices.
8. **Cancellation and Return Policy.** Customer may cancel a new line of Service under the Master Account if Customer (a) contacts T-Mobile to cancel Service; and (b) returns the Like New Device through Customer's T-Mobile Business Market sales account representative, or the location from which it was purchased with proof of purchase within 30 days of activation. "Like New Device" means a Device purchased from T-Mobile that is in its original packaging with all original contents, undamaged, and in good working condition with no material alterations to the Device's hardware or software, as determined by T-Mobile in its sole discretion. For T-Mobile Device returns and exchanges, see the applicable return policy which accompanied the Device. If Customer has purchased a Device under EIP, see the EIP agreement for cancellation and return of the EIP Devices.
9. **Governing Law and Venue.** The laws of the Commonwealth of Virginia will govern the construction and interpretation of this Agreement, without regard to the conflict of laws or choice of laws provisions thereof. Notwithstanding anything to the contrary in the T-Mobile T&Cs, unless prohibited by law, any claim, dispute, or cause of action ("Claim") must be brought by a party within one year of the date that such party was entitled to assert such Claim.
10. **Confidentiality.** Any information exchanged between the two parties may be subject to the Virginia Freedom of Information Act.
12. **Notices.** Notices and other communications with respect to the terms of this Amendment will be given in writing and will be deemed to have been duly given and effective: (a) upon receipt if delivered in person or via facsimile, (b) one day after deposit prepaid with a national overnight express delivery service, or (c) three days after deposit in the United States mail.

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

If to Customer:

Fairfax County Government
[City, State Zip]

Attn:
Phone:
E-mail:

Fairfax County Public Schools
[Address Line 1]
[City, State Zip]

If to T-Mobile:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
ATTN: Vice President, Business Sales
With a copy to: T-Mobile USA, Inc. Legal Department

13. **Account Management (Customer Authorization).** During the term of this Agreement, Customer may authorize a third party to act as Customer's agent ("Customer Agent") for purposes of procuring necessary support services related to this Agreement, by providing written notice to T-Mobile and subject to the following conditions:
 - (a) Customer acknowledges and agrees that the Customer Agent is acting on Customer's behalf as its agent;
 - (b) Customer remains fully responsible for any obligations incurred under this Agreement, including activation orders, upgrades, or any other changes to its Master Account requested by either Customer or its Customer Agent;
 - (c) Customer agrees to be bound by the terms of any and all EIP Agreements signed by Customer Agent's on behalf of Customer;
 - (d) Customer will ensure that its Customer Agent has agreed to confidentiality and/or non-disclosure terms that are at least as protective of T-Mobile's confidential information as contained in this Agreement;
 - (e) Customer consents to T-Mobile's disclosure of Customer's Confidential Information (as this term is defined herein) and Customer Proprietary Network Information, as defined in the Communications Act of 1934, as amended, 47 U.S.C. §222 (1996), to its Customer Agent, and waives any claims against T-Mobile for any damages, expenses, costs, or liabilities arising from such disclosure; and
 - (f) Activations of new lines of Service under this Agreement will continue to be activated through the T-Mobile Business Market Sales account team assigned to Customer's T-Mobile account; provided that such activation requests may be made by Customer or its Customer Agent, or, if applicable, through the T-Mobile Business Center with Customer Agent appointed as Customer's authorized user.

This Customer Authorization will be valid for the term of this Agreement and may not be modified except with a written amendment signed by Customer and T-Mobile.

14. **Securities Laws.** Customer acknowledges that (a) T-Mobile's Confidential Information may contain or may be material, non-public information concerning T-Mobile; and (b) the United States securities laws prohibit any person who has received material, non-public information concerning

T-Mobile from purchasing or selling securities of T-Mobile or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Customer will advise any person with access to T-Mobile's Confidential Information of the restrictions in this Section.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, each counterpart will be deemed an original and will bind the signatory, but all of which together will constitute but one and the same instrument. Signed facsimile and electronic copies of this Agreement will legally bind the Parties to the same extent as original documents.