

**PARTICIPATING ADDENDUM
NASPO COOPERATIVE PURCHASING ORGANIZATION
WIRELESS SERVICES 2012-2019
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

T-Mobile USA, Inc.

Nevada Contract Number: 1907
(hereinafter "Contractor")

And

State of South Dakota

(hereinafter "Participating State or Entity")

State Contract Number 17080

1. Scope/Background: Contractor, on behalf of its affiliated entities providing the products and services, and the Lead State, on behalf of the NASPO Cooperative Purchasing Organization (formerly known as WSCA) ("NASPO"), entered into Master Price Agreement No. S1907 effective April 12, 2012 (the Master Price Agreement and Amendments are collectively, the "Master Price Agreement").

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

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

INDIVIDUAL CUSTOMER: Each Participating Entity that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Participating Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement, and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for their own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

All state agency purchases from this agreement must be processed through the Bureau of Administration, Office of Procurement Management (OPM). Moratorium exemption approval from the Bureau of Information and Telecommunications (BIT) is required. A purchase order issued by OPM will authorize state agency purchases from this agreement.

**PARTICIPATING ADDENDUM
 NASPO COOPERATIVE PURCHASING ORGANIZATION
 WIRELESS SERVICES 2012-2019
 Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
 T-Mobile USA, Inc.
 Nevada Contract Number: 1907
 (hereinafter "Contractor")
 And
State of South Dakota
 (hereinafter "Participating State or Entity")
State Contract Number 17080

Institutions under the control of the Board of Regents may make direct purchases from this agreement using their own procurement guidelines.

Political subdivisions of the State of South Dakota may purchase directly from the Contractor according to their own procurement procedures.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the NASPO Valuepoint administrative fee.

3. Participating State/Entity Modifications or Additions to Master Price Agreement:

No Changes.

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State

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

Contractor

Name	Amy Hiatt
Address	T-Mobile USA, Inc., 7668 Warren Parkway, Frisco, TX 75034
Telephone	972-464-3596
Fax	425-256-9018
E-mail	Amy.Hiatt@T-Mobile.com
For Legal Notices copy to:	
Name	T-Mobile USA, Inc., Legal Department
Address	12920 SE 38th Street, Bellevue, WA 98006

**PARTICIPATING ADDENDUM
 NASPO COOPERATIVE PURCHASING ORGANIZATION
 WIRELESS SERVICES 2012-2019
 Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

T-Mobile USA, Inc.

Nevada Contract Number: 1907

(hereinafter "Contractor")

And

State of South Dakota

(hereinafter "Participating State or Entity")

State Contract Number 17080

Participating Entity

Name	Margie Newling
Address	Bureau of Information and Telecommunications Kneip Building 700 Governors Drive Pierre, SD 57501
Telephone	(605) 773-7532
Fax	(605) 773-3741
E-mail	margie.newling@state.sd.gov

5. Purchase Order Instructions

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

6. Price Agreement Number:

All purchase orders or approved funding documents issued by purchasing entities within the jurisdiction of this participating addendum shall include the **State of South Dakota Contract Number: 17080** and the Lead State price agreement number: 1907.

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

7. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the

**PARTICIPATING ADDENDUM
 NASPO COOPERATIVE PURCHASING ORGANIZATION
 WIRELESS SERVICES 2012-2019
 Administered by the State of Nevada (hereinafter "Lead State")**

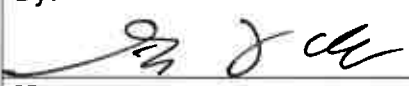
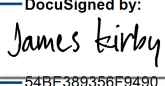
MASTER PRICE AGREEMENT
 T-Mobile USA, Inc.
 Nevada Contract Number: 1907
 (hereinafter "Contractor")

And

State of South Dakota
 (hereinafter "Participating State or Entity")
State Contract Number 17080

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

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

Participating State/Entity: SOUTH DAKOTA	Contractor: T-MOBILE USA, INC.
By: 	By: DocuSigned by: 
Name: Steven L. Berg	Name: James Kirby
Title: Procurement Director	Title: Vice President
Date: 03/28/2017	Date: 3/29/2017

Reviewed and Approved as to Form:

DocuSigned by:

 3/29/2017
 T-Mobile USA, Inc. Legal Dept.