

MODIFICATION NO. 1
TO
CONTRACT NO. VA-171023-TMO
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
T-MOBILE USA, INC.

This Modification No. 1 ("**Modification**") is an agreement between the Virginia Information Technologies Agency ("**VITA**"), pursuant to § 2.2-2012 of the Code of Virginia, on behalf of the Commonwealth of Virginia ("**Commonwealth**"), and T-Mobile USA, Inc. ("**Supplier**"). This Modification is hereby incorporated into and made an integral part of Contract No. VA-171023-TMO (the "Contract").

The purpose of this Modification is to document the mutual agreement between the Supplier and VITA to modify the Contract as follows:

1. Paragraphs 3.A "Contract Term" and 3.B "Termination for Convenience" on page 7 of the Contract are deleted in their entirety and replaced by the following paragraphs, respectively:

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding through June 30, 2019. VITA, with the mutual agreement of Supplier, may extend the term of this Contract for up to six (6) additional one (1) year periods after the expiration of the initial contract term. VITA will issue a written notification to the Supplier stating the renewal period, not less than thirty (30) days prior to the expiration of any current term. All terms and conditions and rates and charges shall continue to apply during any renewal period selected.

Performance of an order issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order shall remain in full force and effect until Services pursuant to such order have met the final Acceptance criteria of the applicable Authorized User.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason. In no event, however, will VITA terminate this Contract for convenience pursuant to this provision during the first twelve (12) months following the Effective Date. Any termination under this provision will not affect the rights and obligations attending any order or SOW outstanding at the termination date.

The foregoing is the complete and final expression of the agreement between Supplier and VITA to modify the Contract and cannot be modified, except by a writing signed by a duly authorized representative of each of Supplier and VITA.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THE CONTRACT AND ACKNOWLEDGE THAT EACH OF THE SUPPLIER AND THE COMMONWEALTH AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

T-MOBILE USA, INC.

DocuSigned by:
BY: James Kirby
54BE389356F9490...
NAME: James Kirby

TITLE: Vice President

DATE: 1/10/2018

VITA

DocuSigned by:
BY: Doug Crenshaw
2FF691F86A274EA...
NAME: Doug Crenshaw

TITLE: Strategic Sourcing Manager

DATE: 1/3/2018

Reviewed and Approved as to Form:

DocuSigned by:
Reviewed and Approved as to Form:
Odette Polintan
Odette Polintan, Senior Corporate Counsel
T-Mobile USA, Inc. Legal Department
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T-Mobile USA, Inc. Legal Dept.