

**MODIFICATION # 7**  
**TO**  
**AGREEMENT NUMBER VA-151001-TMO**  
**BETWEEN THE**  
**COMMONWEALTH OF VIRGINIA**  
**AND**  
**T-MOBILE USA, INC**

This MODIFICATION is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and T-Mobile USA, Inc. hereinafter referred to as "Contractor" or "Supplier", relating to the modification of Contract VA-151001-TMO, as amended. This Modification is hereby incorporated into and made an integral part of Agreement VA-151001-TMO.

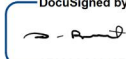
1. The parties agree to delete the First Responder Voice services in its entirety from Exhibit A – Pricing as added pursuant to Modification #5 dated June 30, 2020.
2. The parties agree to delete the First Responder Mobile Internet Data services in its entirety from Exhibit A – Pricing as added pursuant to Modification #5 dated June 30, 2020.
3. The parties agree to add First Responder suite of services to Exhibit A – Pricing as attached hereto.
4. The parties agree to add Government Public Static IP Voice to Exhibit A – Pricing as attached hereto.
5. The parties agree to add Government Public Static IP Mobile Internet to Exhibit A – Pricing as attached hereto.

The foregoing is the complete and final expression of the parties' agreement to modify Agreement VA-151001-TMO and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

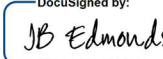
**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**T-MOBILE USA, INC.**

BY:   
DocuSigned by:  
NAME: David Bezzant  
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TITLE: Vice President  
DATE: 1/20/2021

Legal Approved By:   
DocuSigned by:  
Carole White-Connor, Sr. Corporate Counsel  
2081B55AB5484CB...  
T-Mobile USA, Inc. Legal Department  
Date: 1/20/2021  
T-Mobile Reference No.: CLM893150

**COMMONWEALTH OF VIRGINIA**

BY:   
DocuSigned by:  
NAME: JB Edmonds  
7D8C7C08C0384193  
TITLE: Telecommunications Manager, VITA-SCM  
DATE: 1/20/2021

## FIRST RESPONDER SUITE OF SERVICES

**1. Underlying Agreement.** The First Responder Agency agrees to purchase wireless mobile Service and Devices from T-Mobile directly through VITA (customer of record) under a VITA owned and managed billing account number ("BAN") and T-Mobile agrees to provide the Services and Devices to the First Responder Agency based on the prices listed below. The terms of the First Responder Agency's purchase and use of the Services will be governed by Agreement No.: VA-151001-TMO between T-Mobile and VITA ("Master Agreement").

(a) The pricing terms and conditions of the First Respond Service plans or the Master Agreement will not be modified or superseded by any terms and conditions in a VITA generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Addendum.

**2. Term; Termination.** Unless terminated under the terms of this Section 2, the pricing terms and condition of the First Responder Service plans will continue, provided the Master Agreement is in effect. The pricing, terms and conditions of the First Responder Service plans may be terminated: (i) for cause pursuant to the terms of the Master Agreement; or (ii) upon mutual written agreement by the parties; or (iii) by VITA upon 30 days prior written notice to T-Mobile; or (iv) after April 1, 2030, the pricing, terms and conditions of the First Responder Service plans may also be terminated by T-Mobile upon 30 days prior written notice to VITA.

**3. Total Line Eligibility and Line Limits.** To be eligible, First Responder Agency must be a police, emergency medical technician (EMT), fire, or non-profit responder agency. VITA is eligible for a combined total of 51,335 lines of Service using either, or a combination of both, the \$0 and \$15 rate plans ("Line Limit"). Line Limits are based on number of personnel performing first responder functions as described in this Section 3 ("Qualifying Headcount"). By way of example only, Qualifying Headcount will include, but will not be limited to, firefighters, EMTs, police officers, and dispatchers, but will not include, by way of example only, maintenance staff and office staff. In its sole discretion, T-Mobile will review the VITA's Line Limit based on VITA's Qualifying Headcount. T-Mobile may request documentation from VITA relating to its Qualifying Headcount. T-Mobile may also re-verify VITA's Qualifying Headcount on a regular basis during the Term of the Addendum. Changes in VITA's Qualifying Headcount may affect VITA's total Line Limit.

**4. Subsidized Rate Plans.** If VITA has existing lines of Service with T-Mobile that have subsidized devices with term commitments ("Subsidized Lines"), and VITA wishes to move these Subsidized Lines to these Connecting Heroes rate plans, VITA agrees to comply with the requirements of those subsidized rate plans, including, but not limited to reimbursement to T-Mobile for device subsidies, if applicable.

Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Charge Cost/Line (After Eligible 14% Contract Discount)
<b>First Responder Voice Plans:</b> Monthly Recurring Charge Cost/ Line (After Eligible 14% Contract Discount) does not include applicable government taxes, fees or surcharges.			
Connecting Heroes Unlimited \$0	Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming; Optimized video streaming at 480p ; 1GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used); Stateside International Unlimited Texting; Mobile Without Borders (128kbps); Not Subject to the fair usage prioritization threshold	\$0.00	\$0.00

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Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Charge Cost/Line (After Eligible 14% Contract Discount)
Connecting Heroes AMP Unlimited \$15	Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming; Optimized video streaming at 480p; 20GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used); Stateside International Unlimited Texting Simple Global; Mobile Without Borders; Unlimited Gogo in-flight Wi-Fi (unlimited flights/sessions); Name ID & Voicemail to text (VTT); Not Subject to the fair usage prioritization threshold	\$15.00	\$15.00
First Responder Unlimited Talk and Text with 2GB or 6GB 4G LTE Data	Unlimited talk, text, & data; Unlimited domestic roaming; Optimized video streaming at 480p; 2GB or 6GB GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used); Stateside International Unlimited Texting Simple Global; Mobile Without Borders; Gogo in-flight 1 hour (unlimited flights)	\$15.00	\$12.90
2GB 4G LTE Data Feature for First Responder Unlimited Talk and Text	Unlimited Voice and Data, speeds slow at 2GB	\$0.00	\$0.00
6GB 4G LTE Data Feature for First Responder Unlimited Talk and Text	Unlimited Voice and Data, speeds slow at 6GB	\$15.00	\$12.90
First Responder Unlimited for Phones	Unlimited talk, text, & 4G LTE data; Unlimited domestic roaming; Optimized video streaming at 480p; 11GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used); Stateside International Unlimited Texting; Simple Global; Mobile Without Borders; Gogo in-flight 1 hour (unlimited flights); Not Subject to the fair usage prioritization threshold	\$34.00	\$29.24
First Responder Unlimited for Phones Data Feature w/11 GB Hotspot	Unlimited 4G LTE Data feature with 11GB Hotspot	\$0.00	\$0.00
First Responder Unlimited for Phones Data Feature w/21 GB Hotspot	Unlimited 4G LTE Data feature with 21GB Hotspot	\$10.00	\$8.60

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Service or Feature	Description	Commercially Available Price per Line/Month	Monthly Recurring Charge Cost/Line (After Eligible 14% Contract Discount)
First Responder Unlimited for Phones Data Feature w/31 GB Hotspot	Unlimited 4G LTE Data feature with 31GB Hotspot	\$15.00	\$12.90
First Responder Unlimited for Phones Data Feature w/41 GB Hotspot	Unlimited 4G LTE Data feature with 41GB Hotspot	\$25.00	\$21.50
<b>First Responder Data Plans:</b> Monthly Recurring Charge Cost/ Line (After Eligible 14% Contract Discount) does not include applicable government taxes, fees or surcharges.			
First Responder Unlimited 4G LTE Mobile Internet	Unlimited 4G LTE Data for Hotspots/Routers/Modems; Not Subject to the fair usage prioritization threshold	\$40.00	\$34.40
First Responder Unlimited 4G LTE Mobile Internet for Tablets	For Single-User Data Only Devices (Non-Tethering) Tablets/iPads; Not Subject to the fair usage prioritization threshold	\$28.50	\$24.51
<b>Features:</b> Monthly Recurring Charge Cost/ Line. Does not include applicable government taxes, fees or surcharges. 14% Contract Discount does not apply			
Government Public Static IP Voice	Government Public Static IP Voice, MMS & tethering not supported. Customized setup on devices needed.	\$2.00	\$2.00
Government Public Static IP Mobile Internet	Government Public Static IP Mobile Internet. Customized setup on devices needed.	\$2.00	\$2.00

**Subsidy**

Subsidized devices and services are not included in the Commonwealth of Virginia/ VITA Agreement No.: VA-151001-TMO.

**General First Responder/ Connecting Heroes Terms and Condition**

\*First Responder plans (excluding Connecting Heroes) are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Minimum qualification is meeting one of the following NAICS Codes [(i) Police Protection 922120, (ii) Fire Protection 922160, (iii) Ambulance Services 621910). Final eligibility determinations are in T-Mobile's discretion.

\*\*Connecting Heroes plans not eligible for any aggregate volume discount; \$15 price does not include applicable taxes, fees and surcharges. Video typically streams on smartphone/tablet at DVD quality (480p). Coverage not available in some areas and may be impacted by emergencies; check your response area. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.18 per voice line (\$0.60 for RPF & \$2.58 for TRF) applies to \$15 plan, taxes/fees approx. 0–19% of bill. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra; additional costs posted here: <https://www.t-mobile.com/support/account/out-of-plan-phone-numbers>. Unlimited high-speed data US only. In Canada/Mexico, up to 5GB high-speed data then unlimited at up to 128kbps. Additional international features available for purchase. Not available for hotspots and some other data-first devices. On \$0 plan, video streams at up to 1.5Mbps unless you add Plus. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Tethering: 1GB high-speed data (20GB with Plus) then unlimited on our network at max 3G speeds. For the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Network Management: Program/Service may be slowed, suspended, terminated, or restricted for interference with our network or ability to provide quality

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service to other users or abusive/excessive use. On-device usage is prioritized over tethering usage, which may result in higher speeds for data used on device. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at [www.T-Mobile.com](http://www.T-Mobile.com) for additional information.

**\*\*Connecting Heroes** plans are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Final eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required but is not the sole basis for eligibility: Police Protection 922120 Fire Protection 922160, Ambulance Safety Services 621910. Additionally, qualifying in one of the following subcategories is required:

- Police, fire, or emergency medical services first responders
- Public safety or law enforcement command -Police, sheriff, fire, or emergency medical services
- Police or fire chiefs and their staff -Police or fire field command
- Police or fire dispatch -911 call centers

**General Rate Plan Terms and Conditions**

On all T-Mobile plans, for the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone and tablet usage is prioritized over Mobile Hotspot Service (tethering) usage, which may result in higher speeds for data used on smartphones and tablets. Not all features available on all devices. Unlimited talk & text features for direct communications between 2 people. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Device must register on our network before international use.

**Tethering:** Tethering at max 3G. Service may be terminated or restricted for excessive roaming.

**Data Stash:** Up to 20 GB of on-network data from past 12 months carries over to next billing cycle for as long as you maintain qualifying service. Coverage not available in some areas; we are not responsible for our partners' networks.

**Network Management:** Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. See T-Mobile.com/OpenInternet for data management details.