

**MODIFICATION #12 TO
AGREEMENT NUMBER VA-171023-TMO
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
T-MOBILE USA, INC**

This MODIFICATION is an agreement to modify Contract No. VA-171023-TMO (the “Contract”) as set forth herein, as permitted by the original terms of the Contract between the Commonwealth of Virginia, Virginia Information Technologies Agency (hereinafter referred to as “VITA”), and T-Mobile USA, Inc. (hereinafter referred to as “Contractor” or “T-Mobile”). Once executed by both parties (“Amendment Effective Date”), this Modification is hereby incorporated into and made part of the Contract.

- 1) Eligible Plans and Device Subsidies.** T-Mobile agrees to provide subsidized device pricing (“Device Subsidy”) on the eligible smartphones, tablets and hotspot listed below and incentive credits (“Incentive Credits”) to VITA for new lines of Service activated on the eligible Contract rate plans listed below, contingent upon VITA achieving and, as applicable, maintaining a tiered number of activated lines of Service as outlined in Section 2 below. Each line of Service that receives a Device Subsidy will be eligible to upgrade at the subsidized device price after twenty-four (24) months of continuous service (“Upgrade Term”) and is not otherwise eligible for a 13-month upgrade term pursuant to Section 5.E of the Contract. Customer provided devices (“BYOD Devices”) are eligible to receive a Device Subsidy on an upgraded device during the Term, subject to the terms and conditions outlined herein. BYOD Devices will count towards the applicable Incentive Credit line counts when the line of Service is activated with T-Mobile, if such line of Service meets all other requirements set forth in Section 2. This offer is exclusive to this Contract and is valid only for orders placed by VITA on behalf of an Authorized User as defined in the Contract Scope on the rate plans listed below.

Service or Feature	Service Description	Subsidized Device Price / Device Subsidy ¹	Subsidy Term	MRC/Line (After Eligible Contract Discount)
Government Unlimited for Phones	<ul style="list-style-type: none"> • Unlimited talk, text, and data on our advanced network with no annual service contracts or data overages. • Free Scam Shield™ app. with Scam ID and Scam Block. • Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in more than 210 countries and destinations • Unlimited domestic data roaming and unlimited video streaming at DVD quality • 11GB of 4G LTE hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and a free hour of Wi-Fi on Gogo®-enabled flights • During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Video typically streams on smartphone/tablet at DVD quality (480p) unless you enable HD Video (1080p). • Coverage not available in some areas. 	Up to \$430 off full retail price (FRP) on currently available Smartphone devices	18 Months / See Section 4	\$24.94

Connecting Heroes Select	<ul style="list-style-type: none"> • Unlimited talk, text, and high-speed data. • Additional benefits include 21GB of high-speed smartphone mobile hotspot, then unlimited 3G speeds. • Unlimited texting and data at up to 128kbps when traveling abroad to a Simple Global country. • Unlimited talk, text, and data speeds at up to 128kbps in Canada and Mexico. • Optimized video streaming at up to 480p Standard Definition, and Scam Shield via the T-Mobile Scam Shield app. • Not Subject to the prioritization threshold • Priority Access and Preemption for WPS-enrolled first responders, plus automated WPS enrollment. 	Up to \$430 off full retail price (FRP) on currently available Smartphone devices	18 Months / See Section 4	\$21.50
Government Unlimited Mobile Internet for Tablets w/ 11GB Hotspot	<ul style="list-style-type: none"> • Unlimited texting and High Speed data on our advanced network with no data overages. • Includes 5G access with capable device. • 11GB of High Speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of High Speed data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming in SD quality • During congestion, a small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. 	Up to \$200 off full retail price (FRP) on currently available tablet devices	18 Months / See Section 4	\$20.21
Simple Choice Government Unlimited High Speed Mobile Internet Data	<ul style="list-style-type: none"> • Unlimited High-speed Mobile Internet Data • Includes 5G access with capable device • Unlimited domestic messaging • Domestic data roaming (50MB/mo.) • Unlimited data at 128Kbps when you travel to any of 210+ countries and destinations so you can stay connected when you're abroad. • Stateside International Unlimited Texting • For use with Tablets/Hotspots/Routers/Modems • During congestion, customers on this plan using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization 	Up to \$400 off full retail price (FRP) on currently available Tablets/Hotspots/Routers/Modems devices	18 Months / See Section 4	\$30.10

¹ Subsidized Device model availability and Pre-Subsidy Costs are subject to change in T-Mobile's sole discretion.

2) Incentive Credits: In addition to the Device Subsidy, T-Mobile agrees to provide VITA the following Incentive Credits, subject to the limitations herein:

- a) **Pilot Credit (“Pilot Credit”):** T-Mobile will provide a one-time Pilot Credit of \$300 per Pilot Order Line (as defined below), up to a maximum aggregate Pilot Credit amount of nine hundred thousand dollars (\$900,000), subject to satisfaction of all of the following conditions:
- i) VITA must order up to 3,000 new lines of Service before March 31, 2024 (“Pilot Order Lines”), but the actual Pilot Credit amount paid will be pro-rated based on the final number of Pilot Order Lines activated within the timeline in (ii) below;
 - ii) Pilot Order Lines must be deployed and activated on the Government Unlimited for Phone Plan (\$24.94 MRC) on or before April 30, 2024 to be eligible for the \$300 per line Pilot Credit.
- The Pilot Credit will be issued by T-Mobile prior to June 1, 2024 in a lump sum payment or as a billing credit, as agreed to by the VITA team, for all applicable Pilot Order Lines that satisfy the above requirements.
- b) **Active Line Count Credit (“Active Line Credit”):** T-Mobile will provide a per line Active Line Credit based on the Active Line Count Tiers structure in the table below, subject to the following requirements and conditions of this section. In order to count towards determining the applicable Active Line Count Tier, new lines of Service must:
- (i) be activated between January 1, 2024 and June 30, 2024; and
 - (ii) must remain active as of June 30, 2025 and have fulfilled 12 month of continuous service to be eligible for payment of the applicable Per Line Credit Amount.

Lines that meet the conditions above in (i) and (ii) are collectively referred to as “Eligible Lines.”

Active Line Credits will be paid on Eligible Lines based on the Active Line Count Tier as determined on June 30, 2025. For additional clarification, the Per Line Credit Amount will only be paid on Eligible Lines that remain active as of June 30, 2025 and have fulfilled 12 month of continuous service. The aggregate amount of Active Line Credits shall be determined within 60 days after June 30, 2025 and paid as one lump sum payment. If the minimum Active Line Count tier is not achieved by June 30, 2025, T-Mobile is not required to issue the Active Line Credits.

Active Line Count Tiers (During Ramp Period)	Per Line Credit Amount
Active Line Credit 0 – 9,999 Activations	\$0
Active Line Credit 10k-14,999 Activations	\$50
Active Line Credit 15k-19,999 Activations	\$75
Active Line Credit 20,000+ Activations	\$125

3) Requirements for the Device Subsidy:

- a) For the Device Subsidy to be effective on applicable plans listed in Section 1 above, VITA will activate a line of Service under its master account. Each line of Service must be activated and maintained for at least 18 months from the date of activation without any termination of any line of Service (the “Subsidy Term”); Subscribers may suspend lines of Service in accordance with the Contract; however, the Subsidy Term for those lines of Service will be extended by the amount of time of any such suspension;
- b) Each line of Service must be activated in accordance with the terms of the Contract;
- c) Each line of Service which is activated under the master account can only qualify once for a Device Subsidy during the Service Term;
- d) The Device Subsidy cannot be combined with any other discounts or credits with the exception of the Incentive Credits;

e) VITA's account(s) with T-Mobile must be in good standing to receive the Device Subsidy.

4) Subsidy Term / Device Return.

a) If any line of Service that received a Device Subsidy fails to fulfill the Subsidy Term, then VITA agrees to return the Device to T-Mobile within thirty (30) days of termination of Service. Once the Subsidy Term has been met for a line of Service, the Device return obligation is no longer applicable. T-Mobile is responsible for working with VITA Subscribers to meet device return obligations.

5) Additional Requirements.

- a) In order to facilitate the processing of the increased number of lines of Service expected to result from this Modification, T-Mobile shall ensure that it submits an electronic invoice (such as an electronic file in XLS or CSV format) to VITA as set forth in Section 12.A, "Invoice Procedures" of the Contract. T-Mobile agrees that an industry standard electronic invoicing process acceptable to VITA for all orders pursuant to the Contract will be operational within thirty (30) calendar days of the Amendment Effective Date. Additionally, by August 31, 2024, T-Mobile agrees to provide an API-like experience (e-bonding) through manual functionality supported by VITA's telecom expense manager Calero, with full API integration with T-Mobile's system being operational by March 31, 2025.
- b) T-Mobile shall not knowingly take any actions that would inhibit VITA's ability to manage any device or equipment purchased from T-Mobile with 3rd party Mobile Device Management (MDM) software. T-Mobile will supply commercially reasonable assistance to VITA employees or contractors to address any problems identified by VITA.
- c) Existing T-Mobile Subscribers that have fulfilled their 13-month upgrade term pursuant to Section 5.E of the Contract are eligible to migrate to the plans in this Amendment; provided however, any existing T-Mobile Subscribers would not be eligible for or count towards Incentive Credits.

This Modification contains the sole additional Terms and Conditions agreed to concerning the Device Subsidy and Incentive Credits. Except as specifically amended herein, the price and all other features of this plan remain unchanged.

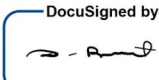
The foregoing is the complete and final expression of the parties' agreement to modify Agreement VA-171023-TMO and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

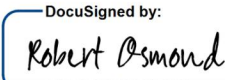
[Remainder of page left blank]

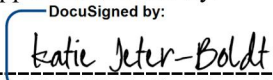
PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

T-MOBILE USA, INC.

BY: 
NAME: David Bezzant
TITLE: Vice President
DATE: 3/15/2024

VIRGINIA INFORMATION TECHNOLOGY AGENCY
on behalf of THE COMMONWEALTH OF VIRGINIA

BY: 
NAME: Robert Osmond
TITLE: CIO
DATE: 3/15/2024

Approved In Form By:

T-Mobile USA, Inc. Legal Department
T-Mobile Reference No.: CLM 2166914
Date: 3/15/2024