

ATTACHMENT BB

NEGOTIATED ITEMS

1. **Quarterly Reports:** In the event contractor fails to submit a completed Quarterly Administrative Report pursuant to the dates referenced in Attachment F of the RFP, contractor will be subject to a performance guarantee penalty of one hundred (\$100.00) dollars.
2. **Participating Addendums:** Participating Addendums to Master Service Agreement No. 10-00115 shall survive the assignment from the Original Lead State to the Assigned Lead State, and upon the required approval as specified in paragraph 1, shall be effective subject to the terms and conditions of the contracts entered into as a result of State of Nevada RFP 1523. Once the contracts entered into as a result of State of Nevada RFP 1523 become effective, each Participating Entity shall have the option of negotiating a new participating addendum, or continuing to participate under the existing Participating Addendum.
3. **WCSA Special Terms and Conditions:** The WCSA Special Terms and Conditions are hereby excluded from the State's Solicitation (RFP 1523); Scope of Work. The State will negotiate the WCSA Special Terms and Conditions on behalf of participating entities and upon final negotiations will incorporate the Terms and Conditions through an amendment to the contract. Participating entities may negotiate or include additional terms and conditions through a Participating Addendum (PA) individually with the contractor.
4. **Prorated Charges:** T-Mobile agrees to prorate charges in the event that an outage occurs for more than 24 hours by contacting T-Mobile Customer Care. T-Mobile Customer Care Department will review and provide on a case-by-case basis.
5. **Out-of-Stock Items:** T-Mobile agrees that in the event that a current T-Mobile device is out of stock for three or more days and the ordering entity has not (i) requested an available substitute item or (ii) cancelled the order, T-Mobile will supply customer with a comparable item at no additional cost. This does not apply for defective devices or devices that are damaged by the actions of an end-user.
6. **Shipments:** T-Mobile agrees to take responsibility of equipment until items are signed for by the participating entity at the designated ship to address. Once the shipment is signed for and delivered, all liability moves to the customer.

7. **Limitation of Liability:** T-Mobile and T-Mobile affiliates are not liable to you or any of your employees, agents, customers, other users of your Phone or third parties for any deficiency in performance or quality, caused in whole or in part by an act or omission of an underlying carrier or service provider, website, messaging community, dealer, equipment or facility failure, Phone failure or unavailability, discontinuation of Service, or Phones, network problems, lack of coverage or network capacity, equipment or facility upgrade or modification, delay or failure of number portability, acts of God, strikes, fire, terrorism, war, riot, emergency, government actions, equipment or facility shortage or relocation, the failure of an incoming or outgoing call, including 9-1-1 emergency, priority access, or secured service call, to be connected or completed or for the functionality of location services, including 9-1-1 location services, priority access, or secured call alert services, or causes beyond our reasonable control. IF THE STATE LAW APPLICABLE TO YOUR CLAIMS DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER MODIFICATIONS OF OR LIMITATIONS TO CERTAIN REMEDIES, THE RELEVANT PORTIONS OF THE ABOVE EXCLUSION OR LIMITATION WILL NOT APPLY TO YOU.
8. **Clarification:** The State acknowledges and represents that the limited liability terms contained herein are substantially similar to and are no more restrictive or disadvantageous to Contractor's rights than the limited liability terms agreed to by the other wireless telecommunications carrier(s) awarded contracts pursuant to Request for Proposal No. 1523 and the State. In the event that such terms are more restrictive or disadvantageous to Contractor than those afforded to other said wireless telecommunications carrier(s), such terms applicable to Contractor will be deemed to have been modified and construed to be substantially similar to and no more restrictive or disadvantageous than those afforded to such other telecommunications carrier(s).
9. **Contractor's Response:** Contractor's exceptions to RFP No. 1523 as enumerated in Attachment B shall not supplement, contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract; any exceptions to the State's standard contract listed in the Contractor's Response to RFP No. 1523 are not a part of this Contract unless otherwise mutually agreed upon and incorporated in the State's standard contract form as executed by T-Mobile.

Contractor's Initials IM

Agency Initials AS