



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 9

CONTRACT #: MA152

Starting Date: 8/12/2019

Expiration Date: 8/11/2029

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Cellco Partnership Db a Verizon Wireless (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

- To add terms and conditions allowing the Contractor to collect a recovery fee when an Equipment Subsidy Term is not met. Additional definitions have been included to fully describe a situation in which this fee would apply.

Effective Date of Amendment: 9/1/2025

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

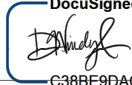
CONTRACTOR

STATE OF UTAH

DocuSigned by:

 7320C9CE2851447
 Contractor's Signature Date

8/14/2025

DocuSigned by:

 C38BE9DAC528424
 Director, State of Utah Division of Purchasing Date

8/18/2025

Clifton Miller Jr.

Contractor's Name (Print)

Sr. Director - Wireless Government Contracting

Title (Print)

For Division of Purchasing Internal Use

Purchasing Agent	Phone #	E-mail Address	Contract #
Brett Whitelaw	801-957-7149	bwhitelaw@utah.gov	MA152

Section 1. Recitals.

- 1.1 Contractor and the State of Utah, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO ValuePoint, a division of the National Association of State Procurement Officials ("NASPO"), are parties to that certain wireless communication services and equipment contract #MA152-1, dated August 12, 2019 (as now or hereafter amended, restated or otherwise modified, the "Contract" or "Master Agreement").
- 1.2 Participant and Contractor intend to make certain changes to the Master Agreement pursuant to the terms and conditions of this Amendment.

Section 2. Agreement. In consideration of the recitals set forth in Section 1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participating Entity and Contractor hereby agree to the terms and conditions of the Amendment #9 (the Contract, as amended, together with all valid Purchase Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the Amendment have the meanings ascribed to them in the Master Agreement.

Section 3. Additional Definitions. The following definitions are added to the Master Agreement, Section 2 – Definitions:

- **"Equipment Subsidy Term"** means a twenty-four (24) or thirty-six (36) months from the date of activation or upgrade without any suspension or termination of any line of Service.
- **"Lesser Price Plan"** means a price plan that is a lower total monthly rate than the plan on which the Equipment was activated/ordered/upgraded.
- **"Offer Recovery Fee"** means equipment payment, to offset the discount or subsidy credited by Contractor, on a line of service terminated prior to the end of the twenty-four (24) or thirty-six (36) month Equipment Subsidy Term.
- **"Minimum Activation Period"** means thirty (30) days from the date of delivery.
- **"BYOD"** means Bring Your Own Device, customer owned equipment.

Section 4. Equipment Subsidy Term. For each line of Service that (a) fails to activate the Equipment under the designated price plan within thirty (30) days following delivery, or (b) disconnects the Equipment from the Verizon network or moves the Equipment to a Lesser Price Plan prior to the expiration of 24 or 36 months after the date of activation, Contractor may recover an Offer Recovery Fee for the Equipment to offset the subsidy provided by Contractor to the Purchasing Entity. BYOD, devices purchased up front at full MSRP, and lines that have fulfilled the applicable Equipment Subsidy Term are not subject to the Offer Recovery Fee. After the Equipment Subsidy Term has been fulfilled, users are eligible to upgrade to another subsidized device if they remain active on service with Contractor for an additional twenty-four (24) or thirty-six (36) consecutive months after the last eligible upgrade.

Section 5. Offer Recovery Fee. Purchasing Entity agrees to pay Contractor the Offer Recovery Fee for each line of Service terminated before the end of the Equipment Subsidy Term.

The Offer Recovery Fee will be the difference between the full retail price of the Equipment at time of purchase and the discounted price paid by the Customer for the Equipment across the duration of the Equipment Subsidy Term, plus any additional service discounts, credits, waived fees, and other offers provided, less 1/24 or 1/36 of that amount for each month the Equipment was connected to the line of service.

Section 6. Pricing Adjustments. Notwithstanding Section 10 – Price and Rate Guarantee Period of the Master Agreement, the unit or hourly Pricing for hardware, devices, professional services, and other one-time charges may be adjusted upon written notice from Contractor. Such adjustments shall be based on actual increases from Contractor's suppliers.

Section 7. Device Insurance. Contractor reserves the right to pass on any insurance premium increases on device protection plans procured by Purchasing Entities through Contractor and administered by a 3rd party insurance provider.

Section 8. Entire Agreement. The Master Agreement and this Amendment set forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.