



# STATE OF UTAH

## CONTRACT AMENDMENT

AMENDMENT # 1 To CONTRACT # MA152-1

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing** referred to as State Entity and, **Cellco Partnership d/b/a Verizon Wireless**, referred to as Contractor.

### THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

#### 1. Contract period:

<u>8/12/2019</u>	(original starting date)
<u>8/11/2024</u>	(current ending date)
<u>8/11/2024</u>	<b>new ending date</b>

#### 2. Agreed to changes:

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

In this Amendment, changes to pre-existing Contract language will use strike through for deletions and underlining for insertions.

REVISION 1. Attachment A - NASPO ValuePoint Master Agreement Terms and Conditions is amended to add:

40. Limitation of Liability: Participating Entities shall have the limitations of liability provided by their respective state laws. In no event shall Contractor be liable for inability of users to access 911 or E911 service. In no event shall Contractor, NASPO, the Lead State and/or any and all Participating Entities be liable for any indirect, special, consequential or incidental damages, however caused, which arise out of any act or failure to act relating to this Agreement, even if such party has been advised of the claim or potential claim or the possibility of such damages, and in no event shall any party be liable to any other party for punitive damages. Nothing herein will be deemed to waive Contractor's obligations to perform under the terms of the Master Agreement.

41. Software Terms and Conditions: Purchasing Entities that acquire rights to use software through this Agreement, or as contained in any third-party license connected with a purchase, shall be subject to the license agreements distributed with such software; provided, however, in the event of a conflict in terms between an end user license agreement (EULA) or any other third-party license, and the Master Agreement, the terms in the Master Agreement will supersede and control. In addition, any terms in a EULA or third-party license agreement that conflict with a governmental Purchasing Entity's state constitution, or any statute or other law by which the governmental Purchasing Entity is bound, will be deemed void, and of no force or effect, as applied to that governmental Purchasing Entity.

42. Contract Migration: Participating Addendums executed under the NASPO 1907 Contract ("Prior Addendum") shall terminate upon the execution of a Participating Addendum executed under this Agreement ("New Participating Addendum") without further action of the parties thereto; provided, however, that any then pending purchase order issued under the Prior Addendum shall survive the termination, and continue to be governed by the terms of the Prior Addendum until the earlier of i) the expiration of the term of that order (including any extension agreed to by the Purchasing Entity and the Contractor), and ii) December 31, 2020 (or such longer period agreed to by the Purchasing Entity and the Contractor). Upon expiration of the term of an order by either (i) or (ii), the lines of service issued under the

NASPO 1907 Contract shall move to the same 4G cellular service plan(s) (each a "Service Plan") under the Master Agreement (MA152-1 Contract) where available. In the event that a Service Plan used by a line of service under the NASPO 1907 Contract ("Legacy Plan") is unavailable under the Master Agreement (MA 152-1 Contract), the Purchasing Entity and Contractor shall agree on the appropriate Service Plan for that line of service under the Master Agreement (MA152-1 Contract). A Purchasing Entity shall be allowed to retain a Legacy Plan used by a line of service under the NASPO 1907 Contract, that is unavailable under the Master Agreement (MA152-1 Contract), until the service line using the Legacy Plan a) is terminated by the Purchasing Entity, b) is suspended or is otherwise set to inactive for more than 90 continuous days, or more than 180 days in any one year period, by the Purchasing Entity, or c) is moved to a plan under the Master Agreement (MA 152-1 Contract) by the Purchasing Entity. For the avoidance of doubt, service lines of a Purchasing Entity may not be moved between Legacy Plans as of the effective date of a New Participating Addendum, and all Purchase Orders issued as of such effective date must be placed under this Agreement.

REVISION 2. Attachment B – Scope of Work, Section 2.1.6, Pricing Requirements, Cancellation Fees is deleted in its entirety and replaced with the following:

Carrier must provide for any Purchasing Entity the ability to cancel service for at least 25% of the active lines of service under contract in any given year with no early termination fees. Nothing herein limits the Purchasing Entity's obligation to repay; or the Carrier's ability to demand or recover, any promotional incentive(s) (such as additional service discounts, credits, waived fees, device subsidies, or other offers) if the Purchasing Entity does not fulfill the terms or conditions necessary in order to receive the promotional incentive(s).

Effective Date of Amendment: 12/16/2019

**4. Effective Date of Amendment: 1/21/2020**

All other conditions and terms in the original contract and previous amendments remain the same.


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

**CONTRACTOR**

 Digitally signed by Todd Loccisano  
DN: cn=Todd Loccisano, o=Verizon Wireless, ou,  
email=todd.loccisano@vzw.com, c=US  
Date: 2020.02.04 23:13:31 -05'00'  
\_\_\_\_\_  
Contractor's signature Date

Todd Loccisano, VP Contracts  
Type or Print Name and Title

**STATE**

 Feb 5, 2020  
\_\_\_\_\_  
Agency's signature Date

Chris Hughes  
Director, Division of Purchasing Date

Christopher Jennings  
Agency Contact Person

801-538-3157  
Telephone Number

N/A  
Fax Number

ctjennings@utah.gov  
Email