

AGREEMENT TO USE NASPO VALUEPOINT WIRELESS DATA, VOICE AND ACCESSORIES MASTER AGREEMENT (MA176), STATE OF NEVADA NASPO VALUEPOINT PARTICIPATING ADDENDUM, AND T-MOBILE CONNECTING HEROES PROGRAM ADDENDUM

This Agreement to Use NASPO ValuePoint Wireless Data, Voice and Accessories Master Agreement (MA176), as amended (the “Original Contract”) and State of Nevada NASPO ValuePoint Participating Addendum (the “Nevada PA”) (“Agreement”) is made and entered into as of September __, 2024 (the “Effective Date”) by the City of North Las Vegas, a Nevada municipal corporation (“City”) and T-Mobile USA, Inc., a Delaware corporation (“Provider”).

RECITALS

WHEREAS, the City desires to obtain products from Provider under the terms and conditions set forth in the Original Contract, the Nevada PA, and the T-Mobile Connecting Heroes Program Addendum (“CH Addendum”), copies of which are attached hereto as Exhibit A;

WHEREAS, NRS 332.195(1)(b) permits the City to enter into a contract pursuant to a solicitation by the State of Nevada with the authorization of the contracting Provider;

WHEREAS, Provider agrees to provide the products and/or services that the City seeks at the rates set forth under the Original Contract;

WHEREAS, the City desires to purchase three hundred twenty-seven (327) Samsung Galaxy Xcover 6 Pro cellular phones and related wireless telecommunications services, as detailed in the Provider’s Quote (“Quote”), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the City and the Provider intend to enter into this Agreement using the terms, conditions and specifications of the Original Contract and Nevada PA, unless otherwise amended as provided herein.

NOW THEREFORE, for the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency the parties acknowledge, the parties agree as follows:

**SECTION ONE
AFFIRMATION OF ORIGINAL CONTRACT**

1.1. The City and the Provider agree to use the Original Contract, Nevada PA, and CH Addendum so that the City may purchase the products and/or services under the same terms and provisions as the Original Contract, provided that to the extent the terms of the Original Contract, Nevada PA, or CH Addendum conflict with the terms of this Agreement, the terms of this Agreement shall govern first, CH Addendum second, Nevada PA third, and Original Contract fourth and the conflicting terms of the Original Contract, Nevada PA (as applicable), and/or CH Addendum shall be considered null and void and not applicable to this Agreement.

1.2. As required pursuant to NRS 332.195, the Provider hereby authorizes and consents to the City using the terms, conditions and covenants of the Original Contract, Nevada PA, and CH Addendum as the basis for this Agreement.

with a copy to:

T-Mobile USA, Inc.
Attention: Legal Department – Sales & Distribution
12920 SE 38th Street
Bellevue, WA 98006

2.4. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

2.5. The Provider agrees that it has procured and maintained the general liability insurance and all other insurance required pursuant to the Original Contract.

2.6. The Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

2.7. Safety

2.7.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above described and all applicable City safety and health rules.

2.7.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate safety equipment required for performing functions at the City facilities.

2.8. Miscellaneous.

2.8.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

2.8.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City (which will not unreasonably be withheld) shall be void. Any attempt to assign this Agreement by the City without the prior written consent of the Provider (which will not unreasonably be withheld) shall be void.

2.8.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

2.8.4. Attorney's Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 2.8.4. shall survive the completion of this Agreement until the applicable statutes of limitation expire.

2.8.5. Time of Essence. Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

2.8.6. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

2.8.7. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriate funds expire.

2.8.8. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

2.8.9. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

2.8.10. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2.8.11. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

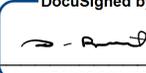
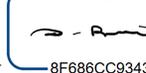
[The remainder of page is intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of North Las Vegas,
a Nevada municipal corporation

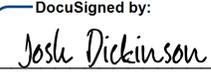
T-Mobile USA, Inc.,
a Delaware corporation

By: _____
Pamela A. Goynes-Brown, Mayor

DocuSigned by: 
By: _____
Title: VP of Mobile for Government
Name: David Bezzant
DocuSigned by: 
8F686CC9343743C...

Attest:

By: _____
Jackie Rodgers, City Clerk

Legal Approved by:
DocuSigned by: 
Josh Dickinson 8/6/2024
T-Mobile USA, Inc. Legal Department
CLM 2926864

Approved as to Form:

By: _____
Andy Moore, Acting City Attorney

EXHIBIT A
Master Agreement # MA176, Nevada PA, and CH Addendum

Master Agreement # MA 176: available at
<https://www.naspovaluepoint.org/portfolio/wireless-voice-data-accessories-2019-2029/t-mobile-usa-inc/>

Nevada PA: available at
<https://www.naspovaluepoint.org/portfolio/wireless-voice-data-accessories-2019-2029/t-mobile-usa-inc/>

CH Addendum: (see next page)

T-Mobile Connecting Heroes Program Addendum

The following terms and conditions govern Customer’s participation in T-Mobile’s Connecting Heroes Program (“Connecting Heroes Addendum” or “Addendum”).

- 1. Underlying Agreement.** Customer agrees to purchase wireless mobile Services and Devices from T-Mobile and T-Mobile agrees to provide the Services and Devices to Customer based on the Connecting Heroes Mobile Voice/Data Plans as listed in Customer’s underlying services agreement with T-Mobile (“Master Agreement”).

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

- 2. Term; Termination:** Except as otherwise specified in a Purchase Order, the order term of this Addendum will continue on a month-to-month basis provided the Master Agreement is in effect. This Addendum 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 either party upon 30 days prior written notice ; or (iv) solely as it relates to the Connecting Heroes \$0 and Connecting Heroes AMP plans, by T-Mobile at any time after April 1, 2030 upon 30 days prior written notice to Customer if T-Mobile elects to modify, discontinue or otherwise alter those rate plans at its discretion.

3. Offer/Pricing.

- a.** Pricing shall be consistent with the Connecting Heroes Mobile Voice/Data Plans listed in Customer’s Master Agreement and/or Master Agreement Price Schedule*.

- b.** Connecting Heroes Initiative Program - Mobile Voice/Data Plans include:

Rate Plan	Monthly Recurring Charge/Line	Features
**Connecting Heroes \$0	\$0	<ul style="list-style-type: none"> -Unlimited talk and text -Unlimited High Speed Data - High Speed Smartphone Mobile Hotspot up to 1GB (then 3G speeds) - Video streaming – SD 480p - Talk, Text and up to 5 GB of 4G LTE Data in Mexico and Canada; 2G data thereafter - Not Subject to the prioritization threshold - Automated WPS registration
**Connecting Heroes AMP	See Master Agreement and/or Master Agreement Price Schedule	<ul style="list-style-type: none"> -Unlimited talk and text -Unlimited talk, text and High Speed LTE Data - High Speed Smartphone Mobile Hotspot up to 20GB (then 3G speeds) - T-Mobile’s Simple Global feature which includes free text and 2G data in 210+ countries and destinations (subject to change in T-Mobile’s sole discretion); - GoGo free WiFi on enabled flights - Talk, Text and up to 5 GB of 4G LTE Data in Mexico and Canada; 2G data thereafter - Video streaming – HD 1080p - Not Subject to the prioritization threshold - Automated WPS registration

**Connecting Heroes Select	See Master Agreement and/or Master Agreement Price Schedule	<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 - Automated WPS registration
**Connecting Heroes Advanced	See Master Agreement and/or Master Agreement Price Schedule	<ul style="list-style-type: none"> -Unlimited talk, text, and high-speed data. -Additional benefits include 41GB 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 - Automated WPS registration
**Connecting Heroes Ultimate	See Master Agreement and/or Master Agreement Price Schedule	<ul style="list-style-type: none"> -Unlimited talk, text, and high-speed data. - Additional benefits include 101GB 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 - Automated WPS registration

* Price does not include applicable taxes, fees and surcharges. Included: Priority Access and Preemption for WPS-enrolled first responders smartphone lines, plus automated WPS registration. The Connecting Heroes \$0 Plan and Connecting Heroes AMP Plan are not eligible for any aggregate volume discount. Additional discounts may apply to the following Rate Plans and all are aggregate volume discount eligible: Connecting Heroes Select Plan; Connecting Heroes Advanced Plan; and Connecting Heroes Ultimate Plan. Data only and/or other non-smart phone device use on all Connecting Heroes Voice/Data Plans under this Addendum is strictly prohibited.

For state & local fire, police, and EMS agencies' first responder lines; eligibility verified. Video streaming resolution varies by plan; 480p with Free & Select plans. **Coverage not available in some areas and may be impacted by emergencies; check your response area. Line eligibility subject to reverification. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.49 per voice line (\$0.50 for RPF & \$2.99 for TRF) applies for paid plans; taxes/fees approx. 0–19% of bill. RPF and TRF subject to change without notice. **WPS** eligibility must be confirmed by USDHS. WPS functionality (including priority access and preemption) may not be available while roaming; may default to 4G signal in areas with standalone-only 5G. Completion of calls not guaranteed. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. Unlimited high-speed data US only. In Canada/Mexico, unlimited data at up to 128kbps on all plans with up to 5GB high-speed data for Amp, Advanced, & Ultimate plans. **Video streams** at up to 1.5Mbps. Activation required to deliver video streams at speeds that provide HD video capability (max 1080p) with Amp & Advanced plans and UHD video capability (max 4096p) with Ultimate plan; some content providers may not stream their services in HD or UHD. Optimization may affect speed of video downloads; does not apply to video uploads. **Tethering:** After plan allotment of high-speed data 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. Smartphone usage is prioritized over Mobile Hotspot (tethering) usage, which may result in higher speeds for data used on device. **Int'l Roaming:** Usage may be taxed in some countries. Calls from Simple Global countries, including over Wi-Fi, are \$.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128 Kbps with Free & Select plans; approx. 256 Kbps with Amp, Advanced & Ultimate plans. **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. Service may be terminated or restricted for excessive roaming. Coverage not available in some areas; we are not responsible for our partners' networks. **Network Management:** Program/Service may be **slowed, suspended, terminated, or restricted** for interference with our network or ability to provide quality service to other users or abusive/excessive use. See T-Mobile.com/OpenInternet for details. See **Terms and Conditions** at www.T-Mobile.com for additional information.

****Connecting Heroes plans are restricted to qualifying state government, local government and tribal government fire, police, EMS agencies and PSAPs (911) 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

4. Line Eligibility and Line Limits. To be eligible to use the Connecting Heroes \$0 rate plan, Customer must be a police, emergency medical technician (EMT), fire, PSAPs (911), or non-profit responder agency ("First Responder Agency") whose personnel using the lines of service are performing first responder functions as described in this Section 4. ("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 Customer's Line Limit (as defined below) and Qualifying Headcount. T-Mobile may request documentation from Customer relating to its Qualifying Headcount. T-Mobile may also re-verify Customer's Qualifying Headcount on a regular basis during the order term of the Addendum. Changes in Customer's Qualifying Headcount may affect Customer's Line Limit.

- (i)** Customer will be approved by T-Mobile for a total number of lines of Service using the Connecting Heroes \$0 Rate Plan ("Line Limit") which will be documented in a signed written agreement between Customer and T-Mobile.
- (ii)** Restrictions pertaining to Line Limits and Qualifying Headcount do not apply to the Connecting Heroes AMP Plan, Connecting Heroes Select Plan, Connecting Heroes Advanced Plan, or Connecting Heroes Ultimate Plan; provided however, all users of Connecting Heroes rate plans under this Addendum must be First Responder Agency personnel.

5. Subsidized Rate Plans. If Customer has existing lines of Service with T-Mobile that have subsidized devices with term commitments ("Subsidized Lines"), and Customer wishes to move these Subsidized Lines to these Connecting Heroes rate plans, Customer 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.

6. Priority Access and Preemption/Wireless Priority Service. T-Mobile will provide Customer with priority voice and data access and preemption ("Priority Access and Preemption") when using T-Mobile's wireless network subject to the following:

- a. Priority Access and Preemption Description.** Priority Access and Preemption provides specialized treatment of voice and data sessions during times of high network utilization for approved first responder customers. Priority Access and Preemption will be provided at no additional cost to Customer subject to the terms, conditions, and limitations herein. In order for Customer to receive Priority Access and Preemption, Customer must register and be eligible for Wireless Priority Service ("WPS") with the U.S. Cybersecurity & Infrastructure Security Agency ("CISA"), a component agency of the U.S. Department of Homeland Security ("DHS"). The process for WPS registration under this Addendum is described in subsection 6.c. below.

- b. WPS Service Description and Eligibility. WPS was created by DHS and is operated by CISA. It provides voice calling priority and data priority to government-approved wireless subscribers and lines in certain emergency situations. To receive WPS for qualifying Employees of Customer, Customer must first register with CISA. CISA determines a customer's eligibility for WPS and the level of priority a customer will receive. If Customer and its lines are approved by the CISA, T-Mobile will provide WPS to Customer at no charge. For technical support related to WPS, Customer must contact the CISA at 866-627-2255 or support@gwids.cisa.gov. Customer acknowledges that (i) the WPS program is governed by CISA; (ii) Customer is subject to all applicable CISA program rules and limitations; and (iii) continued WPS eligibility is determined by and subject to approval of CISA.
- c. WPS Registration. Customer agrees to register for WPS and authorizes T-Mobile to submit a registration application to CISA on Customer's behalf (including managing WPS line additions or removals on behalf of Customer) unless the Customer opts out of registration as described in subsection 6.d. below. T-Mobile's submission of Customer's WPS registration application is contingent on the Customer's agreement to all CISA terms and conditions of the WPS program including, but not limited to, the following: (i) Customer continues to have an organizational mission which supports National Security/Emergency Preparedness ("NS/EP") as this mission is defined by CISA at <https://www.cisa.gov/gets-eligibility>; (ii) Customer identifies a Customer Point of Contact ("POC") to manage the WPS account; and (iii) Customer certifies that all Customer users on whose behalf Customer request WPS meets all CISA and Federal Communication Commission ("FCC") requirements for WPS eligibility. WPS requirements can be found at <https://www.cisa.gov/sites/default/files/publications/WPS%20Eligibility.pdf>.

By agreeing to automatic WPS registration as described above, Customer acknowledges and agrees that T-Mobile will share the following limited Customer information with CISA to complete WPS registration on behalf of Customer: (i) the Customer's organizational name, (ii) internal T-Mobile account number, device number(s), and (iii) the following POC information for Customer: (a) first and last name; (b) phone number; and (c) email and physical address. In the event CISA requires additional Customer information for WPS registration, Customer will agree to exercise commercially reasonable efforts to provide this information to T-Mobile, and provide any and all consents required by T-Mobile pursuant to applicable law in order to provide this information to CISA on behalf of Customer.

- d. WPS Registration Opt-Out. Customer can elect not to receive the benefit of the WPS program and the T-Mobile-specific benefits of Priority Access and Preemption by opting out of automatic registration of WPS as described above. Customer must notify T-Mobile in writing within 14 days of the effective date of this Addendum of its election not to participate in WPS registration by sending its written notice to CSCAGovernmentContracts@T-Mobile.com. Customer may also notify T-Mobile of its desire to withdraw from WPS registration by providing T-Mobile written notice to the same email address noted above.
- e. Limitations/Disclaimers. Priority Access and Preemption is for Domestic traffic only on T-Mobile's Network and requires T-Mobile approval of both end users and devices. Features, coverage and service are not available everywhere and are subject to change. Priority Access and Preemption is not available while roaming on another carrier's network or while connected to Wi-Fi. In areas with standalone 5G, WPS functions may cause data service to default to 4G LTE. Priority Access and Preemption provides WPS users with voice and data priority over standard users on the T-Mobile Network, but does not guarantee voice and data network access. End users with the same priority will be prioritized on a first-come, first-serve basis. Priority Access and Preemption service are subject to the wireless coverage and service limitations described in the Customer's Master Agreement. T-Mobile reserves the right to discontinue this service at any time to an end user for abusive or excessive use of T-Mobile's Network.

- 7. **Use of Service (Body-Worn Cameras).** The parties acknowledge and agree that the lines of Service under this Addendum may be activated (via either: (i) Customer provided Devices; or (ii) T-Mobile provided Devices or SIM cards) for smartphone-based body-worn camera use ("**Body-Worn Solution**") to be utilized by Customer in connection with their first responder functions, subject to the terms, conditions and

limitations herein. The Body-Worn Solution (which, for purposes of this Addendum, includes any embedded software and other applications/platforms/solutions in or on the Devices) generally are recognized to have benefits that may include, among other things, collection of audio and/or video footage (e.g., during officer-community interactions) (collectively, “Video”), sending/receiving of real-time alerts, and transmission of telemetry data (e.g., officer’s GPS location). Customer acknowledges and agrees to the following terms and conditions with respect to Body-Worn Solution that are activated on lines of Service under this Addendum:

- a. Customer-Provided Devices. If T-Mobile is providing only lines of Service under this Addendum, Customer, and not T-Mobile, is solely responsible for procuring, maintaining, determining compatibility and operating the Body-Worn Solution. T-Mobile will not provide any technical or other support with respect to the Body-Worn Solution or the Customer provided Devices. Customer represents and warrants to T-Mobile that all Customer-provided Devices: (i) have an LTE connection; and (ii) are compatible with T-Mobile’s Service.
- b. T-Mobile Provided Devices. If T-Mobile is providing lines of Service and will also provide Devices under this Addendum that will be used for the Body-Worn Solution, T-Mobile will assist the Customer with any troubleshooting as to the T-Mobile provided Devices; provided however, T-Mobile will not provide any technical or other support with respect to the embedded software/applications/platforms/solutions in or on the Devices to operate the Body Worn Solution.
- c. Livestreaming/Excessive Use. Customer and its end-users acknowledge and agree that the Service under this Addendum is not intended to support continuous uninterrupted/sustained livestreaming of Video from the Body-Worn Solution at any time (e.g., officers live streaming Video of officer-community interactions from the Body-Worn Devices via T-Mobile’s LTE network to a police, command or dispatch center). Customer acknowledges and agrees that sustained or uninterrupted use of, and/or simultaneous use by, a number of Devices operating the Body-Worn Solution may exceed available network capacity which would impact Service speed and availability. Service shall continue to be governed by and be subject to the terms and conditions of the Master Agreement, including, but not limited to, T-Mobile’s disclaimers on service availability and T-Mobile’s right to secure, protect, improve and/or manage its Network. Further, T-Mobile may at its sole discretion monitor and require Customer to implement mitigation efforts in the event line(s) of Service have data usage exceeding 50GB/month for more than two consecutive billing cycles. Should Customer not implement and enforce mitigation efforts that bring data usage below the 50GB/month limit after two consecutive billing cycles, T-Mobile shall have the right to request adjustment of Customer’s rate plan applicable to the Service upon 30 days written notice to Customer. Should the parties not be able to agree on a rate plan adjustment, either party may elect to terminate Customer’s applicable lines of service with 30 days written notice.
- d. Video Uploading/Excessive Use. Customer and its end-users of the Service will not use the Service to upload any Video from the Body-Worn Devices to any cloud-based, on-premise, or other evidence/data management system in a manner that will exceed the 50 GB data usage threshold described in subsection 7.c. above. T-Mobile may at its sole discretion monitor and require Customer to implement mitigation efforts in the event line(s) of Service have data usage exceeding 50GB/month for more than two consecutive billing cycles. Should Customer not implement and enforce mitigation efforts that bring data usage below the 50GB/month limit after two consecutive billing cycles, T-Mobile shall have the right to request adjustment of Customer’s rate plan applicable to the Service upon 30 days written notice to Customer. Should the parties not be able to agree on a rate plan adjustment, either party may elect to terminate Customer’s applicable lines of service with 30 days written notice. To avoid exceeding the 50 GB data usage threshold, uploads should be done via Customer provided wi-fi or wired broadband connection (e.g., Video could be uploaded via in-vehicle modem or at Customer’s premises via wi-fi network service that is provided by Customer).
- e. Notice to End-Users. Customer will ensure that all end-users of the Service are aware of the requirements and limitations set forth in this Section 7. It will be Customer’s sole responsibility to implement and enforce policies regarding permitted and prohibited use(s) of the Services. Should T-Mobile determine that Customer and/or its end-users have not adhered to the requirements/limitations of this Section 7, then, in the event the parties are unable to mutually

agree on a resolution to Customer's excess network usage, T-Mobile may, among other available remedies, suspend or terminate the Services upon not less than 30 days prior written notice. T-Mobile makes no representations, warranties, guarantees or service level commitments regarding: (i) the Body-Worn Solution or (ii) the Services' coverage area for the Body-Worn Solution, compatibility with Devices, or performance results when the Body-Solution is activated.

EXHIBIT B

Quote

Please see attached page(s).

T-Mobile Quote for City of North Las Vegas



T-Mobile USA
12920 SE 38th St.
Bellevue, WA 98006-1350

DUNS:068528376 CAGE:3BQL1 TAX ID: 91-1956183

Remittance Address:

T-Mobile
PO Box 742596
CINCINNATI OH 45274-2596

Customer Contact:
Philip Karas

Account Name: City of North Las Vegas
Account Number: 982103445
Service Plan: T-Mobile Unlimited Base

Date	Description	Order Qty.	Service Costs	Equipment Costs	Item Total
	Samsung Galaxy Xcover 6 Pro	327			\$551.00 \$180,177.00
				Tptal Equipment Costs	\$180,177.00