



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>	new ending date

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

