State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

<table>
<thead>
<tr>
<th>Awarded Vendor:</th>
<th></th>
</tr>
</thead>
</table>
| 0000095253 DiscountCell, Inc. 350 West 500 South Provo, UT 84601  
| Email: corp@discountcell.com  
| Telephone No. (801) 235-9809 | Price Agreement Number: **20-000-00-00048AA** |  
| | Price Agreement Amendment No.: **Three** |  
| | Term: **June 4, 2012 through December 31, 2019** |  
| | Procurement Specialist: **Debra Saiz** |  
| | Telephone No.: (505) 827-0521  
| | Email: debras.saiz@state.nm.us |  

| Ship To: |  
| --- | --- |  
| All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law. | Invoice:  
| As Requested at time of order |  

**Title:** Wireless Services

This Price Agreement Amendment is to be attached to the respective Participating Addendum and become a part thereof.

In accordance with Participating Addendum provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 1, 2019 to December 31, 2019 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Participating Addendum shall remain in full force and effect.

**Accepted for the State of New Mexico**

New Mexico State Purchasing Agent

Date: 06/28/19

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
June 13, 2019

TO: Discount Cell, Inc.
350 W. 500 South
Provo, UT 84601
corp@discountcell.com

SUBJECT: Extend the term of 20-000-00-00048AA - Wireless Services & Accessories

In accordance with NASPO ValuePoint Master Agreement #1907, Wireless Communications & Equipment, and all its amendments, by mutual agreement between the State of New Mexico State Purchasing Agent and Discount Cell, Inc., we would like to extend the above-referenced Price Agreement until 12/31/2019 at the same terms, price and conditions. Be advised, signature of this form is not notice of an award. You must receive a signed amendment for the extension from State Purchasing for this award to be in effect.

Please respond by e-mailing your signature on this memorandum to: Susan.Inman@state.nm.us, no later than 3:00 pm, June 19, 2019

(Please check only one)

☒ I wish to extend
☐ I do not wish to extend

Company Name & Address (if different than above): DiscountCell, Inc
350 West 500 South, Provo, UT 84601

Print Name: Jennifer King

Signature of Authorized Representative: Jennifer King Date: 06/13/2019

Thank you for your continued business.

Sincerely,

Susan Inman
State Purchasing Division
AMENDMENT #2 TO CONTRACT
Between the State of Nevada
Acting By and Through Its
Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Contact: Teri Becker
Phone: (775) 684-0178 Fax: (775) 684-0188
Email: thecker@admin.nv.gov

and

DiscountCell, Inc..
350 West 500 South
Provo, UT 84601
Contact Name: Jennifer King
Phone (801) 235-9809 Fax (801) 705-0324
Email: corp@discountcell.com

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable considerations, all provisions of the contract between the above-referenced parties resulting from Request for Proposal #1907 and dated March 15, 2012 (the “Contract”), remain in full force and effect with the exception of the following:

A. The Contract term shall be extended through December 31, 2019 to allow time for execution of new Participating Addenda. During the extended time, from July 1, 2019 through December 31, 2019, no Product Addition Requests will be accepted.

2. INCORPORATED DOCUMENTS. The Contract is incorporated herein by reference.

3. REQUIRED APPROVAL. This amendment to the original Contract shall not become effective until and unless approved by the WSCA-NASPO Directors.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Jennifer King 02/28/2019 President

[Signature] 3-22-2019

Jeffrey Hang, Administrator Purchasing Division, State of Nevada

Approved as to form by:

(Date)

Deputy Attorney General (or Attorney General)

(Date)
Awarded Vendor:  
0000095253  
DiscountCell, Inc.  
350 W. 500 South  
Provo, UT 84601  

Attn: Jennifer King  
Phone: (801) 235-9809

Contract Number: 20-000-00-00048AA

Contract Amendment No.: Two

Term: June 4, 2012 – June 30, 2019

Ship to:  
All State of New Mexico Agencies, Commissions,  
Institutions, Political Subdivisions and Local Public  
Bodies allowed by law.

Invoice:  
Same as “Ship To”

Procurement Specialist: Debra Saiz DS

Telephone No.: (505) 827-0521

Title: Wireless Services & Accessories

This Contract Amendment is to be attached to the respective contract and become a part thereof.

This amendment is issued to reflect the following modifications effective immediately:

- The term expiration date of this agreement is extended from October 31, 2016 to June 30, 2019

The provisions of the Contract shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

[Signature]

New Mexico State Purchasing Agent

Date: 08/17/2016

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

DS
AMENDMENT #1 TO CONTRACT
Between the State of Nevada
Acting By and Through Its

Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Contact: Teri Becker
Phone: (775) 684-0178 Fax: (775) 684-0188
Email: tbecker@admin.nv.gov

and

DiscountCell, Inc.
350 West 500 South
Provo, UT 84601
Contact Name: Jennifer King
Phone (801) 235-9809 Fax (801) 705-0324
Email: corp@discountcell.com

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable considerations, all provisions of the contract between the above-referenced parties resulting from Request for Proposal #1907 and dated March 15, 2012 (the “Contract”), remain in full force and effect with the exception of the following:

   A. The Contract term shall be extended from October 31, 2016 to June 30, 2019

2. INCORPORATED DOCUMENTS. The Contract is incorporated herein by reference.

3. REQUIRED APPROVAL. This amendment to the original Contract shall not become effective until and unless approved by the WSCA-NASPO Directors.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

[Signature]
[Signature]
[Signature]

Amendment 1
State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement Amendment

Awarded Vendor  
0000095253  
DiscountCell Inc.  
350 W. 500 South  
Provo, UT 84601  
Telephone No. (801) 235-9809

Price Agreement Number: 20-000-00-00048AA  
Price Agreement Amendment No.: One  
Term: January 17, 2012 – October 31, 2016

Ship To:  
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:  
As Requested

Procurement Specialist: Gerrie Becker  
Telephone No.: (505) 476-3121

Title: Wireless Services & Accessories

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately.

Please correct the first sentence, paragraph 4, under 3.2 Contract Administration Fee on page 2 of 6 of Master Price Agreement to read:

The successful vendor will remit to the State of New Mexico Contract Manager an administrative fee in the amount of one half of one percent of all total sales for New Mexico State, Native American Pueblos, Local Public Bodies and employees of, from this Contract.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent  
Date: 7/13/2012

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6830, Santa Fe, NM 87502-6830 (505) 827-0472
State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
0000095253
DiscountCell Inc.
350 W. 500 South
Provo, UT 84601

Telephone No. (801) 235-9809

Price Agreement Number: 20-000-00-00048AA
Payment Terms: See Contract
F.O.B.: See Contract
Delivery: See Contract

Procurement Specialist: Gerrie Becker
Telephone No.: (505) 476-3121

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
Statewide

Title: Wireless Service & Accessories

Term: January 17, 2012 thru October 31, 2016

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

Date: 1/12/2012

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2017
Administered by the State of Nevada (hereinafter “Lead State”)

MASTER PRICE AGREEMENT
DISCOUNTCELL, INC
Nevada Contract Number: 1907
(hereinafter “Contractor”)

And

State of New Mexico Contract 20-000-00-00048 (hereinafter “Participating State”)

1. Scope: This addendum covers the WIRELESS SERVICES 2012-2017 lead by the State of Nevada for use by state agencies, local public bodies, Native American Pueblos and employees of, in the State of New Mexico authorized by that state’s statutes to utilize contracts.

2. Participation: Use of specific WSCA cooperative contracts by agencies, political subdivisions, employees of and other entities authorized by an individual state’s statutes to use New Mexico Price Agreement contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

INDIVIDUAL CUSTOMER: Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3. Participating State Modifications or Additions to Master Price Agreement:
(These modifications or additions apply only to actions and relationships within the state in which the Participating Entity is located.)

3.1 Pay Equity Reporting:
"Contractor agrees if it has ten (10) or more employees OR eight (8)
or more employees in the same job classification, at any time during the term of this contract, to complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) either within thirty (30) calendar days of contract award (if the contract did not result from a solicitation) or on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration (if the contract did result from a solicitation).

"For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the required form annually within thirty (30) calendar days of the annual contract anniversary date of the initial submittal date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract."
PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2017
Administered by the State of Nevada (hereinafter “Lead State”)

MASTER PRICE AGREEMENT
DISCOUNTCELL, INC
Nevada Contract Number: 1907
(hereinafter “Contractor”)

And

State of New Mexico Contract 20-000-00-00048
(hereinafter “Participating State”)

"Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

"Contractor also agrees to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

"Contractor shall not be required to report more frequently than annually unless more than 180 calendar days has elapsed since submittal of the last report and the contract has reached completion. The requirement for reporting at contract completion shall not apply in the case of a one-time fulfillment of a purchase order."

3.2 Contract Administration Fee

The successful vendor will remit to the State of New Mexico Contract Manager an Administrative Fee in the amount of one half of one percent (.05%) of all total sales for New Mexico State, Native American Pueblos, Local Public Bodies and employees of, from this contract. Checks should be made payable to the State of New Mexico on a quarterly basis as follows:

<table>
<thead>
<tr>
<th>Period End</th>
<th>Report &amp; Fee Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 30</td>
<td>October 31</td>
</tr>
<tr>
<td>December 31</td>
<td>January 31</td>
</tr>
<tr>
<td>March 31</td>
<td>April 30</td>
</tr>
</tbody>
</table>
PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
WIRELESS SERVICES 2012-2017  
Administered by the State of Nevada (hereinafter "Lead State")  

MASTER PRICE AGREEMENT  
DISCOUNTCELL, INC  
Nevada Contract Number: 1907  
(hereinafter "Contractor")  

And  

State of New Mexico Contract 20-000-00-00048  
(hereinafter "Participating State")

June 30 July 31

The Administrative Fee is based upon:

- The sales of all equipment.
- Service and supplies billings;

4. Lease Agreements: Leasing is NOT authorized under the category awarded for this contract.

5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

<table>
<thead>
<tr>
<th>Lead State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Fax</td>
</tr>
<tr>
<td>E-mail</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor - Administrative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Fax</td>
</tr>
<tr>
<td>E-mail</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor - Ordering/Purchasing Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Fax</td>
</tr>
<tr>
<td>E-mail</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Participating Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
</tbody>
</table>
6. Subcontractors:
No dealers or resellers are authorized under this Master Price Agreement for this category of award.

7. Purchase Order Instructions:
All orders should contain the following (1) Mandatory Language “PO is subject to WSCA Contract # 1907” (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount, itemized list of accessories. Please channel your PO through DiscountCell.

8. Price Agreement Number:
All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 20-000-00-00048 and the Lead State price agreement number: 1907.

This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

9. Compliance with reporting requirements of the “American Recovery and Reinvestment Act of 2009” (“ARRA”): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal
PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2017
Administered by the State of Nevada (hereinafter “Lead State”)

MASTER PRICE AGREEMENT
DISCOUNTCELL, INC
Nevada Contract Number: 1907
(hereinafter “Contractor”)

And

State of New Mexico Contract 20-000-00-00048
(hereinafter “Participating State”)

OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or sub grantee, but simply a provider of goods and related services.
PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2017
Administered by the State of Nevada (hereinafter “Lead State”)

MASTER PRICE AGREEMENT
DISCOUNTCELL, INC
Nevada Contract Number: 1907
(hereinafter “Contractor”)

And

State of New Mexico Contract 20-000-00-00048
(hereinafter “Participating State”)

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

<table>
<thead>
<tr>
<th>Participating State: New Mexico</th>
<th>Contractor: DiscountCell, Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td></td>
<td>Jennifer King</td>
</tr>
<tr>
<td>Name: Lawrence O. Maxwell</td>
<td>Name: Jennifer King</td>
</tr>
<tr>
<td>Title: State Purchasing Agent</td>
<td>Title: President</td>
</tr>
<tr>
<td>Date: 1/24/2012</td>
<td>Date: 12/21/2011</td>
</tr>
</tbody>
</table>

[Additional signatures as required by Participating State]