

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS EQUIPMENT AND SERVICES
SPRINT SOLUTIONS, INC.
MASTER PRICE CONTRACT
CONTRACT #7-10-70-15
Amendment #5**

1. Scope:

This WSCA Participating Addendum ("Participating Addendum") between Sprint Solutions, Inc., on behalf of its affiliated entities providing the products and services ("Sprint" or "Contractor" or "WSCA/WP") and the State of California ("State") covers the purchase of Wireless Services and Equipment for all State departments and may include all California political subdivisions/local governments. "State department" for the purpose of this participating addendum refers to any entity of the executive branch of California government including, but not limited to agency, department, board, commission, office, association or institution. A "California political subdivision/local government" is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether the WSCA program is consistent with its procurement policies and regulations. "Eligible Entity" for the purpose of this Participating Addendum, unless otherwise specified includes State departments and California political subdivision/local governments as defined above.

The California Participating Addendum for wireless services and equipment is designed to take advantage of the WSCA Master Price Agreement No. 1907 ("WSCA Nevada" or "WSCA Price Agreement") volume purchasing to develop a wireless (voice and data) services and equipment offering unique and specific to the California State's wireless business needs with respect to lowest costs and optimum operational efficiencies.

Consequently, the pricing for the service plans, features and equipment offered by the WSCA Wireless Provider (WSCA/WP) under this Participating Addendum are based on California's governmental department workforce and average monthly data usage per end user at the time of the initial request to all WSCA/WPs for California participation.

At that time the State of California's governmental department workforce was approximately 200,000 employees with an average monthly data usage of less than 500 MB per California department end user.

THE SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS AS POSTED TO [HTTP://WWW.DOCUMENTS.DGS.CA.GOV/PD/POLIPROC/ARRATAND%20C081009FINAL.PDF](http://www.documents.dgs.ca.gov/pd/poliproc/arratand%20c081009final.pdf) APPLY TO THE ORDERING AGENCY OR ELIGIBLE ENTITY WHEN A SPECIFIC PURCHASE OR PURCHASES ARE MADE WITH ARRA FUNDS. IF OR WHEN SPRINT, AS A VENDOR, IS NOTIFIED IN WRITING BY AN ORDERING STATE AGENCY OR ELIGIBLE ENTITY THAT A SPECIFIC PURCHASE OR PURCHASES ARE BEING MADE WITH ARRA FUNDS, SPRINT AGREES TO COMPLY WITH THE REPORTING REQUIREMENTS THAT ARE LEGALLY REQUIRED OF VENDORS AS PROVIDERS OF GOODS AND RELATED SERVICES TO RECIPIENTS OR SUBRECIPIENTS OF ARRA FUNDS. SPRINT, AS IT RELATES TO PURCHASES UNDER THIS PARTICIPATING ADDENDUM USING ARRA FUNDS IS NOT A CONTRACTOR, RECIPIENT, SUBCONTRACTOR, SUBRECIPIENT OR SUBGRANTEE, BUT SIMPLY A VENDOR THAT IS A PROVIDER OF GOODS AND RELATED SERVICES.

2. Leasing

Not Applicable.

3. Terms and Conditions:

The following changes to the specified terms and conditions incorporated under this Participating Addendum apply:

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- a. The California General Provisions (CAGP) (GSPD-401IT General Provisions-Information Technology based on June 8, 2010 standard) as posted to <http://www.documents.dgs.ca.gov/PD/MODELLANG/GPIT060810.pdf> and as attached become a part of this Participating Addendum.
- b. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the Contractor's WSCA Nevada, WSCA Master Price Agreement, packaging, invoices, catalogs, brochures and technical data sheets; except as follows:

Section 18 Warranty (GSPD-401IT General Provisions)

Contractor will perform all services in a good and workmanlike manner consistent with accepted industry practice and in compliance with applicable laws and regulations. Sprint Solutions, Inc. however does not manufacture products/equipment and offers no warranty on any equipment beyond the manufacturer's warranty provided directly from the manufacturer to the Eligible Entity and/or end User upon receipt of the products/equipment. To the maximum extent possible, Sprint Solutions, Inc. will pass through to the Eligible Entity and/or End User all manufacturer warranties available to Sprint Solutions, Inc., Sprint Solutions, Inc.'s products/equipment, equipment and service are provided "as is". Sprint Solutions, Inc. disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, service or software.

Section 26 Limitation of Liability, Sub-section (d) (GSPD-401IT General Provisions)

Add: In no event shall Sprint Solutions, Inc. be liable for users' inability to access 911 or E911 service

- c. Tax Exemptions and Exclusions: Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Eligible Entities and statutory exemptions and will not bill Eligible Entities for any such exempted taxes. Eligible Entities will not be responsible for payment of Sprint's direct income and employment taxes. Please note that Sprint's rates and charges for products and services do not include any taxes.
- d. Sprint Solutions, Inc. response to the Department of General Services (DGS) Request for Offer (RFO) #DGS-1070 together with its exhibits and/or addendum as referenced is incorporated in its entirety.
- e. No "Information Technology Special Provisions" shall be applicable to or incorporated into this Participating Addendum.
- f. Order of Precedence:
To the extent of a conflict in terms between the WSCA Master Price Agreement and this Participating Addendum, the following descending order of precedence shall apply:
- Participating Addendum
 - Attachment A, Contract Pricing #7-10-70-15 Rev. 3 dated December 9, 2011 in its entirety, as amended from time to time. Current Pricing Worksheet is incorporated via this amendment and contract supplement; all further Pricing Worksheet changes will be accomplished via contract supplement only.
 - Sprint's Responding Offer to the Request for Offer (RFO) DGS 1070 together with its exhibits and/or addendum(s)

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- Request for Offer (RFO) DGS 1070 together with its exhibits and/or addendum(s)
- Nevada, WSCA Master Price Agreement number 1907

g. DGS Termination of Contract:

The State may terminate this Participating Addendum for convenience at any time upon 30 days prior written notice. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

h. Reports & Administrative Fee:

All reports and administrative fees associated with this Participating Addendum will be provided in accordance with the State's Request for Offer (RFO) DGS 1070 together with its exhibits and/or addendum(s) and Sprint's Responding Offer.

The administrative fee check and report should be submitted to the following address:

Eileen Tardiff, Wireless Contract Administrator
Contracts Management Unit #
Procurement Division
2Department of General Services 707 Third Street, 2nd Floor, MS #2-201
West Sacramento, CA 95605-2811

i. The primary state government contact for this Participating Addendum is as follows:

Department of General Services, Procurement Division
Contracts Management Unit #2
707 Third Street, 2nd Floor, MS # 2-201
West Sacramento, CA 95605

Contact: Eileen Tardiff
E-mail: eileen.tardiff@dgs.ca.gov
Phone: (916) 375-4463
Fax: (916) 375-4522

j. The primary Sprint Solutions, Inc. Customer contact for this Participating Addendum is as follows:

Sprint Solutions, Inc.

Address: 12502 Sunrise Valley Drive
Reston, VA 20196

Contact: Michaela Clairmonte

E-Mail: Michaela.Clairmonte@sprint.com

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Phone: 703-433-8581

Fax: 866-515-0932

- k. Price Agreement Number:
The State of California Master Price Contract number for the Participating Addendum is CA Contract Number 7-10-70-15. The Master Price Contract Number MUST be shown on all purchase documents issued against this Master Price Contract.

This Participating Addendum, Sprint Solutions, Inc.'s response to the Department of General Services Request for Offer #DGS-1070 together with its exhibits and/or addendum(s), Request for Offer (RFO) DGS 1070 together with its exhibits and/or addendum(s) and the WSCA Price Agreement together with its exhibits and/or amendments, 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 Participating Addendum, Sprint Solutions, Inc.'s response to the DGS/PD RFO #DGS-1070 together with its exhibits and/or amendments, Request for Offer (RFO) DGS 1070 together with its exhibits and/or addendum(s) and the WSCA Price Agreement and its exhibits and/or amendments shall not be added to or incorporated into this Addendum, DGS/PD RFO #DGS-1070 with its exhibits and/or addendum(s) or the WSCA Price Agreement and its exhibits and/or amendments, 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 Participating Addendum, Sprint Solutions, Inc.'s response to the DGS RFO #DGS-1070, Request for Offer (RFO) DGS 1070 together with its exhibits and/or addendum(s) and its exhibits and/or amendments and the WSCA Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

- l. Effective Dates:
This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date of the WSCA Master Price Agreement. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the WSCA Master Price Agreement or this Participating Addendum.

This Participating Addendum supersedes and replaces all previous addendums with respect to the subject matter hereof.

- m. Servicing Subcontractors:
The Contractor, at this time, will not be using subcontractors to provide any products or services.
- n. State Departments – Specific Purchasing Guidelines
State departments are restricted from acquiring any service plans, features and/or equipment beyond those identified on the attached pricing worksheets incorporated into this Participating Addendum.
- o. California political subdivision/local government – Specific Purchasing Guidelines
The WSCA/WP will afford the opportunity to California political subdivisions/local governments to acquire any service plans, features and/or equipment identified on the

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attached Pricing Worksheets incorporated into this Participating Addendum. California political subdivisions/local governments, at their option, will be afforded the opportunity to continue with the existing plans, or acquire all other products and services provided by the WSCA-Nevada offerings. Regardless of the California political subdivision/local governments selected option, WSCA/WP will be obligated to provide all reporting data as described herein.

- p. Device Upgrades (Low Usage) – Subscribers on the Consumption Plan (No Monthly Access Fee, \$0.06 per minute) with annual usage below 1,800 billable minutes of use for the preceding 12 months may upgrade in accordance with the State's current 39% contract discount for devices per Attachment A, Contract Pricing #7-10-70-15 Rev. 3 dated December 9, 2011, as amended from time to time ("Contract Pricing") and shall not be permitted to upgrade to devices in Category G at the State's 100% contract discount per the Contract Pricing.
- q. Device Upgrades (Standard) – Subscribers on the Consumption Plan (No Monthly Access Fee, \$0.06 per minute) with annual usage above 1,800 billable minutes of use for the preceding 12 months may upgrade in accordance with the State's current contract discount for devices per Attachment A, Contract Pricing #7-10-70-15 Rev. 3 dated December 9, 2011, as amended from time to time.

By signing below Sprint Solutions, Inc. agrees to offer the same products/and or services as on the Nevada, WSCA Price Agreement 1907, subject to the restrictions of this Participating Addendum, at prices equal to or lower than the prices on that contract.

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

State of California:

By: 

for Name: Jim Butler

Title: Deputy Director

Date: 8/17/2012

Sprint Solutions, Inc.

By: 

Name: Paget Alves

Title: Chief Sales Officer

Date: 8/16/12

Sprint — Approved as to Legal Form
KAC - 16 August 2012