

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B4300011
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT:	EMAIL:
Sprint Solutions, Inc. 12502 Sunrise Valley Drive MS: VARESA0208 Reston, VA 20196 Attn: Law Dept. Public Sector Name and Address for Sprint Invoice Remittance: Sprint P.O. Box 4181 Carol Stream, IL 60197-4181	Paul Tisch	Paul.Tisch@sprint.com
	TELEPHONE:	CONTRACTOR #, MAIL CODE:
	248-866-1532	(2) 23-2778485, 001

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MDOC	Steve McMahon	517-373-6353	McmahonS@michigan.gov
BUYER:	DTMB	Michael Breen	517-241-7720	breenm@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Wireless Communication Services, Accessories, and Equipment			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Years	November 12, 2013	October 31, 2016	2, 1 Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$12,000,000.00

FOR THE CONTRACTOR:

Sprint Solutions, Inc.
Firm Name
[Signature]
Authorized Agent Signature
Michaela Clairmonte, MGR - CN&M
Authorized Agent (Print or Type)
November 12, 2013
Date

FOR THE STATE:

[Signature]
Signature
Genevieve Hayes, Acting IT Division Director
Name/Title
DTMB Procurement
Enter Name of Agency
November 12, 2013
Date

Approved by
Public Sector Legal
as to legal form

TFD
11/12/13

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.
Nevada Contract Number: 1907
(hereinafter "Contractor" or "Sprint")
And
The State of Michigan
(hereinafter "Participating State")
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1. Scope/Background: Contractor, on behalf of its affiliated entities providing the products and services, and the Lead State, on behalf of WSCA and the NASPO Cooperative, entered into Master Service Agreement No. S1907 effective April 12, 2012 (the Master Service Agreement and Amendments are collectively, the "Master Service Agreement").

This Participating Addendum (the "Addendum"), dated the date the last party signs ("Effective Date"), covers the WIRELESS SERVICES led by the State of Nevada for use by state agencies and other entities located in the Participating State authorized to utilize the Master Service Agreement. This Addendum is a separate agreement between the Participating State and the Contractor entered into under the terms and conditions of the Master Service Agreement except as modified herein.

2. Participation: Subject to the acknowledgement of the respective State Chief Procurement Official, as confirmed to Contractor by WSCA, unless specifically prohibited by State statute, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under the Master Service Agreement. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision and authorized non-profit, acting as a Participating Entity, that purchases products/services will be treated as if they were individual customers. Except to the extent modified by this Addendum, each agency, political subdivision and authorized non-profit will be responsible to follow the terms and conditions of the Master Service Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Service Agreement. Each agency, political subdivision and authorized non-profit will be responsible for their own charges, fees, and liabilities. Each agency, political subdivision and authorized non-profit 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 Service Agreement:
(These modifications or additions apply only to actions and relationships within the Participating State.)

The following modifications to the Master Service Agreement are hereby added to the Addendum:

3.1 ORDER OF PRECEDENCE. Section 5 ("Incorporated Documents; Order of Precedence") of the Master Service Agreement is hereby deleted and replaced with the following Section 5 ("Incorporated Documents; Order of Precedence") as follows:

5. Incorporated Documents; Order of Precedence. The Contract consists of this document entitled Master Service Agreement, together with the following incorporated documents: Contractor's Special Terms and Conditions, the Solicitation, the Contractor's Response and this Addendum. To participate in the Contract each Participating Entity must do so pursuant to a Participating Addendum either as a signatory thereto or as an eligible Buyer under the application Participating Addendum. The parties acknowledge and agree that each Participating Addendum executed in accordance

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herewith incorporates the terms and conditions of the Contract, and that the corresponding Participating Entities will be bound to the terms and conditions of that Participating Addendum and the Contract.

In the event of any conflict between the terms and the conditions of any of the documents comprising, related to, or participating in the Contract, the following order of precedence will control:

1. The Participating Addendum between the State of Michigan and Sprint;
2. The WSCA Master Services Agreement;
3. The Contractor's Special Terms and Conditions (Attachment AA);
4. The Solicitation (Attachment BB)
5. The Contractor's Response (Attachment CC)

Neither the Special Terms and Conditions, nor any purchase order(s) issued under the Contract shall contradict or supersede any terms and conditions in the Contract without written evidence of mutual assent to such change(s) between Contractor and the Lead State.

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

3.2 INSPECTION AND AUDIT. The following language shall be added to Section 20 ("Inspection and Audit"), as paragraph d ("Inspection and Audit") of the Master Service Agreement.

d. Under MCL 18.1470, the State of Michigan or its designee may audit Sprint to verify compliance with this Addendum. Sprint must retain, and provide to the State of Michigan or its designee and the auditor general upon written request, all financial and accounting records related to the Addendum through the term of the Addendum and for 7 years after the latter of termination, expiration, or final payment under this Addendum or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues are resolved.

3.3 LIMITED LIABILITY. The following language shall be added to Section 23 ("Limited Liability"), paragraph ii of the Master Service Agreement:

The State of Michigan is not liable for consequential, incidental, indirect, or special damages, regardless of any action.

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3.4 INSURANCE SCHEDULE, Section 26 ("Insurance Schedule") of the Master Services Agreement is amended to add the following language:

26. PARTICIPATING STATE INSURANCE SCHEDULE. Sprint must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the Participating State from claims that may arise out of, are alleged to arise out of, or result from Sprint's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State of Michigan, and (c) be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$2,000,000 General Aggregate Limit other than Products/Completed Operations; and \$2,000,000 Products/Completed Operations. <u>Aggregate Limit:</u> \$1,000,000 Personal & Advertising Injury Limit; and \$1,000,000 Each Occurrence Limit.	Contractor must have their policy: endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04; include a waiver of subrogation; and for a claims-made policy, provide 3 years of tail coverage.
Motor Vehicle Insurance	
<u>Minimal Limits:</u> Vehicle liability insurance as required by law to the extent that a motor vehicle is used to perform the Services.	
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$100,000 Each Accident; \$100,000 Each Employee by Disease; and \$500,000 Aggregate Disease.	

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If Sprint's policy contains limits higher than the minimum limits, the State of Michigan is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Sprint to any indemnified party or other persons.

Sprint must: (a) provide insurance certificates to the Participating State, Primary Contact, containing the Addendum number, at Contract formation and within 20 calendar days of the expiration date of each insurance policy; (b) require that subcontractors maintain the required insurances contained in this section; (c) notify the Participating State within 5 business days if any insurance is cancelled; and (d) waive all rights against the State of Michigan for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

3.5 NONDISCRIMINATION. The following language shall be added to Section 35 ("Nondiscrimination") of the Master Service Agreement:

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, the Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Addendum.

The following modifications to Attachment AA – Contractor's Special Terms and Conditions are hereby added to the Addendum:

3.6 PRIVACY, CONFIDENTIAL INFORMATION AND DISCLOSURE. The last sentence of Section 9 ("Privacy, Confidential Information and Disclosure"), subsection 9.5 ("FOIA") of Attachment AA – Contractor's Special Terms and Conditions, Section 2 ("Contractor's Additional Terms"), which reads as follows, is hereby deleted:

Customer will provide Sprint with prompt notice of any FOIA request or intended disclosures, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of Sprint Confidential Information.

The following additional provisions are hereby added to the Addendum:

3.7 Extended Purchasing Program. This Addendum is extended to MiDEAL members located within the State of Michigan. MiDEAL is an extended purchasing program which allows Participating State's local units of government to use state contracts to buy goods and services. Pursuant to Public Act 431 of 1984, Department of Management and Budget is permitted to provide MiDEAL membership to local units of government, including but not limited to, any city, village, county, township, school districts, intermediate school districts, institutions of higher education, community or junior colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

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Sprint must supply all goods and services at the established prices and terms as provided under the WSCA Master Services Agreement.

3.8 Administrative Fee and Reporting.

3.8.1 Administrative Fee. As of the Effective Date of the Addendum, Sprint must pay an administrative fee of 1% on all Participating State Buyers (including its departments, divisions, agencies, offices, and commissions) and MiDEAL member purchases for monthly reoccurring charges remitted on CL Wireless Spend ("State Admin Fee") within 45 days (i.e. May 15, August 15, November 15, and February 15) from the last day of each calendar quarter.

The State Admin Fee is subject to and conditioned upon the terms and conditions of the Master Service Agreement, including, but not limited to Section 1 ("Agreed/Negotiated Exceptions to RFP Number 1907"), subsection 3.2.3.2 of Attachment AA ("Contractor's Special Terms and Conditions"). State Admin Fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

3.8.2 Summary Report. Sprint must submit, to the Participating State, an itemized purchasing activity report ("Summary Report"), within 45 days (i.e. May 15, August 15, November 15, and February 15) from the last day of each calendar quarter. The Summary Report must identify the billing account number, total subscribers, the total eligible monthly reoccurring charges and total State Admin Fee payment amount. Summary Reports must be mailed on CD ROM to:

Department of Technology, Management and Budget
Procurement
2nd Floor, Mason Building
PO Box 30026
Lansing MI 48909

Sprint will also submit the Summary Report via email to the State's Primary Contact listed in Section 5 as a secondary method to ensure delivery.

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3.8.3 Attachment AA, Section 3.2.3.2 is modified by deleting the 6th sentence and replacing it with the following:

If Contractor overpays the State Admin Fee for any quarter, and the overpayment is discovered within two years from the date the overpayment was made, then Contractor is permitted to reduce, during the current contract period, any future State Admin Fee payments by the incorrect amount. However, the Contractor must provide the Participating State with notice and supporting documentation of the error, and provide the state with a 30 calendar day period to respond to the Contractor's determination of the error.

3.9 Dispute Resolution.

Unless otherwise provided by law or this Addendum, the Parties will not seek to resolve any dispute through litigation prior to having pursued a resolution as provided in this provision. The parties will resolve any Contract disputes pursuant to the dispute resolution process described in Section 21 ("Contract Termination; Remedies") of the Master Service Agreement, supplemented by the following:

Any dispute shall be referred to the parties' respective Primary Contacts. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to an executive for each party if unable to resolve the dispute within 30 business days. If such executives are unable to resolve the dispute within 30 days then the Parties may seek a remedy available in law or equity, subject to limitations of liability set forth in the Master Service Agreement. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance, unless Participating State ceases paying undisputed amounts.

Subject to the limitation of liability set forth in the Master Service Agreement, the parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy.

This section does not limit either party's right to terminate this Addendum in accordance with the terms of the Master Service Agreement.

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3.10 Unfair Labor Practice.

Under MCL 423.324, the State may void this Addendum, if subsequent to award of the Addendum, the name of the Contractor or its subcontractor appears on the Unfair Labor Practice register compiled under MCL 423.322.

4. [Purposely Left Blank.]

5. Primary Contacts: The primary contact individuals (or their named successors) for this Addendum are as follows:

Lead State

Name	Teri Becker, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tbecker@admin.nv.gov

Contractor

Name	Paul Tisch
Address	See Secondary Contact below for correspondence. (If an address is needed, use Sprint Contract Manager)
Telephone	(248) 866-1532
Fax	See Secondary Contact
E-mail	paul.tisch@sprint.com

Contractor (Secondary Contact)

Name	Michaela Clairmonte, Manager, Contract Negotiations
Address	12502 Sunrise Valley Drive, MS: VARESA0208, Reston, VA 20196
Telephone	703-433-8581
Fax	703-433-8798
E-mail	Michaela.Clairmonte@sprint.com

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Participating State

Name	Mike Breen, Buyer
Address	530 W. Allegan, Lansing, MI 48933
	2 nd Floor, Mason Building, PO Box 30026, Lansing, MI 48909
Telephone	517-241-7720
Fax	517-335-0046
E-mail	breenm@michigan.gov

6. [Purposely Left Blank.]

7. Purchase Order Instructions:

All orders should contain the following mandatory language: (1) indicating that "all Purchase Orders or Sprint Approved funding documents will be in accordance with and subject to WSCA Master Service Agreement # 1907"; (2) Your Name, Address, Contact Number, email address and Contractor's account number(s); and (3) Purchase order amount.

8. Price Agreement Number:

All purchase orders or Sprint approved funding documents issued by purchasing entities within the jurisdiction of this Addendum shall include the Participating State contract number: 071B4300011 and the Lead State Master Service Agreement: 1907.

This Addendum and the Master Service 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 Master Service Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Service 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 its exhibits shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Service Agreement as to the Participating State and any Buyers under this Addendum ONLY, and shall otherwise have no impact on the Master Service Agreement and its exhibits.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified in writing 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 OMB) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds. Ordering entity is responsible for informing contractor in writing prior to ARRA funds being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice

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presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

10. Sprint Approved Funding Document: The Sprint Approved Funding Document ("Funding Document") is attached hereto as Exhibit A. As a pre-condition to ordering Sprint services and equipment, Sprint may in its discretion require Buyers to provide the Funding Document.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of signature by both parties on the attached Contract/Addendum Cover Sheet.

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EXHIBIT A – FUNDING DOCUMENT
[INSERT TEMPLATE BELOW TO AGENCY/ENTITY LETTERHEAD]

<Date>

<Agency Name>

<Contracting Officer or Authorized POC- insert Name & Title>

<Street Address>

<City>, <State> <ZIP Code>

<Insert Phone Number>

<Email>

Dear <Insert Sprint Sales Rep Name>,

The units on the following Billing Account Numbers listed below are eligible to purchase wireless communication services under the **Western State Contracting Alliance (WSCA) Master Service Agreement, No. 1907**, dated April 12, 2012, and the **WSCA Participating Addendum between Sprint Solutions, Inc., and the State of Michigan**.

Billing Account Numbers: [Insert List of Sprint Billing Account Numbers]

I, _____, hereby certify that the following information provided herein is true and accurate as of the date of this letter: (1) I am an authorized purchaser for [Insert Agency Name]; (2) all orders will be in accordance with and subject to the pricing, terms and conditions under the **Western State Contracting Alliance (WSCA) Agreement, No. 1907, and the WSCA Participating Addendum with the State of Michigan**; and (3) Sprint is authorized to invoice the total dollar amount for services and equipment ordered by an authorized purchaser for the [Insert Agency Name].

Furthermore, I certify the [Insert Agency Name] (1) shall pay charges incurred for the period of time the units are active with Sprint and until written notice of cancellation is provided to Sprint; and (2) the [Insert Agency Name] acknowledges and understands that Sprint will not automatically terminate service until written notice of cancellation is received by Sprint. The [Insert Agency Name] agrees to pay Sprint for all fees and charges for services and equipment received up to the effective date of cancellation.

If there is a change in the above authorization, it is the responsibility of the authorized purchaser to provide written notification to Sprint within ten (10) days at the following address:

Sprint
12502 Sunrise Valley Drive
Mailstop: VARESA0208

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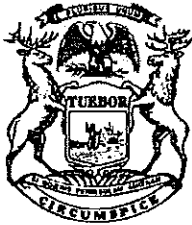
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Reston, VA 20196
Attn: Public Sector Contracts Manager

Sincerely,

<Sign Name, Title>



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 3
to
Contract Number 071B4300011

CONTRACTOR	SPRINT SOLUTIONS INC.
	12502 Sunrise Valley Drive MS: VARESA0208 Attn: Law Dept. Public Sector
	Reston, VA 20196
	Mike Rothley
	616-299-4995
	Michael.rothley@sprint.com
	*****2463

STATE	Program Manager	Linda Baker	Agency Acronym
		517-636-0435	
	Contract Administrator	bakerl@michigan.gov	
		Mike Breen	DTMB
		(517) 284-7002	
		breenm@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: DTMB Telecom, Cellular Service				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
November 12, 2013	October 31, 2016	2 - 1 Year	October 31, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		NA
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$12,000,000.00		\$ 0.00	\$12,000,000.00	
DESCRIPTION: updating contact name for the contract for Sprint and amend payment options for businesses (MiDeal) and consumers. All other terms and conditions remain the same.				

FOR THE CONTRACTOR:

SPRINT SOLUTIONS INC.

Company Name



Authorized Agent Signature

Michaela Clairmonte, Manager - Contract Negotiations & Management

Authorized Agent (Print or Type)

July 19, 2016

Date

Sprint — Approved as to Legal Form
TFD 19 July 16

FOR THE STATE:



Signature

William Pemble, IT Division Director

Name & Title

DTMB Procurement

Agency



Date

**FIRST AMENDMENT TO PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2019
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.

Nevada Contract Number: 1907
(hereinafter "Contractor")

And

The State of Michigan
(hereinafter "Participating State")
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Background:

Contractor, on behalf of its affiliated entities providing the products and services, and the Lead State, on behalf of WSCA and the NASPO Cooperative, entered into Master Service Agreement No. S1907 effective April 12, 2012 (the Master Service Agreement and Amendments are collectively, the "Master Service Agreement").

Contractor and Participating State entered into a Participating Addendum with an Effective Date of November 12, 2013 (the "Addendum").

Notwithstanding anything in the Addendum to the contrary, the parties now desire that, in addition to Sprint offering discounted device pricing in exchange for end user Customers keeping the device active for a minimum service term ("Subsidized Devices"), Sprint should now expand the options available to end user Customers to access Sprint wireless Services under this Addendum.

Accordingly, the following modified and added terms and conditions are made a part of the Addendum effective as of the date this First Amendment is last signed by Sprint and the Participating State ("First Amendment Effective Date").

Amendment:

Sprint and Participating State agree as follows:

1. **Wireless Devices.** To access Sprint wireless Services under this Addendum, end user Customer may utilize wireless devices purchased from Sprint, wireless devices leased from Sprint, wireless devices obtained from Sprint as part of a Mobility as a Service ("MaaS") bundle ("MaaS Bundle"), or wireless devices provided by end user Customer.
 - i. **Purchased Devices.** If end user Customer purchases wireless devices from Sprint, end user Customer may pay (1) full Suggested Retail Price ("SRP"), (2) a discounted device price in exchange for end user Customer keeping the device active for a minimum period of time ("Subsidized Devices"), or (3) SRP for the cost of the device through monthly installments ("Monthly Installments"). To pay for wireless devices via Monthly Installments, end user Customer must sign a separate Installment Agreement with Sprint.
 - ii. **Leased Devices.** If end user Customer leases wireless devices from Sprint, end user Customer must enter into a separate Business Lease Agreement with Sprint and title to the devices will remain with Sprint unless end user Customer exercises the purchase option set forth in the Business Lease Agreement.

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WIRELESS SERVICES 2012-2019
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.

Nevada Contract Number: 1907
(hereinafter "Contractor")

And

The State of Michigan
(hereinafter "Participating State")

071B43000111

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- iii. **MaaS Devices.** If end user Customer obtains wireless devices from Sprint as part of the MaaS Bundle, end user Customer must enter into a separate MaaS Agreement with Sprint and title to the devices will remain with Sprint as set forth in the MaaS Agreement. End user Customer's use of the MaaS Bundles shall also be governed by the Mobility as a Service Product Annex ("MaaS Annex"), which is posted in the "Product-specific Terms" section of the Rates and Conditions Website: <http://www.sprint.com/ratesandconditions>.
- iv. **Unsubsidized Devices.** All wireless devices that are not Subsidized Devices are considered "Unsubsidized" devices.
2. **Leasing Authorization.** Any leasing restrictions set forth in the Addendum are hereby removed for the purpose of allowing wireless device leasing pursuant to the Business Lease Agreement.
3. The Addendum is amended in Section 5 ("Primary Contacts") by deleting Contractor Primary Contact in its entirety and replacing it with a new Contractor Primary Contact as follows:

Contractor

Name	Michael Rothley
Address	See Secondary Contact below for correspondence. (If an address is needed, use Sprint Contract Manager)
Telephone	616-299-4995
Fax	See Secondary Contact
E-mail	michael.rothley@sprint.com

4. **Miscellaneous.** All other terms and conditions in the Addendum, not amended above, will remain in effect. In the event of a conflict between this First Amendment and the Addendum, this First Amendment shall control. The parties may execute and deliver this First Amendment manually or electronically, in one or more counterparts, each of which will be an original and all of which together will constitute one agreement.

[Remainder of page left blank]

**FIRST AMENDMENT TO PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2019**



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071B43000111**

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

State of Michigan, DTMB Procurement:	Sprint Solutions, Inc.:
By: 	By: 
Name: <i>Bill Pemble</i>	Name: Michaela Clairmonte
Title: <i>IT Proc. Director</i>	Title: Manager, Contract Negotiations
Date: <i>7/19/16</i>	Date: <i>7/18/2016</i>

Sprint — Approved as to Legal Form
TFD 18 July 16