

**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")

And

**STATE OF IOWA
(hereinafter "Participating State")**

State of Iowa Master Agreement No. 4386

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 other entities (including higher education institutions, counties, municipalities, K12 schools, and authorized non-profits), acting as a Buyer, 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:

- a) The laws of the State of Iowa shall govern this Addendum.
- b) Without affecting the approved Product prices or discounts specified in the Master Service Agreement, as of the Effective Date, and subject to and conditioned upon the terms and conditions of the Master Service Agreement (including, but not limited to, Section 3.2.3.2 of Attachment AA, the Participating State may earn an administrative fee for all Eligible Agencies that make purchases pursuant to this Addendum equal to 1% ("State Admin Fee") of the CL Wireless Spend. The State Admin Fee will be calculated each calendar quarter based on the CL Wireless Spend during the previous invoice cycle and shall be due forty-five (45) calendar days after the end of each quarter (i.e., May 15, August 15, November 15, February 15). The State Admin Fee will be issued to the Participating State in the form of a check sent to the Iowa Department of Administrative Services, General Services Enterprise – Purchasing, Hoover State Office Building, Level A, Des Moines, IA. 50319; Attn: Karl Wendt. If Contractor incorrectly pays Admin Fee to the Participating State, then Contractor shall be permitted to reduce any future State Admin Fee payments by the incorrect amount. Contractor will not pay an State Admin Fee to the Participating State if (1) the Addendum has expired; or (2) the Addendum has been terminated (before expiration) by either party;
- c) The Contractor shall provide an electronic detailed quarterly report ("Summary Report") on all CL Account sales made against this Addendum within the Participating State to the Participating State's primary contact below. The Summary Report file format shall be Microsoft Excel compatible format and shall be submitted by Contractor on a quarterly basis 45 calendar days after the end of each quarter (i.e., May 15, August 15, November 15, February 15). The Summary Report shall identify: Billing Account Number (BAN), total subscribers, total monthly recurring charges and total State Admin Fee payment amount.
- d) The discount offered to the Participating State reflects the Contractor's stated discount in the Master Service Agreement as shown on the WSCA website: <http://purchasing.state.nv.us/Wireless/WSCA/WSCA.htm> and as approved and agreed to with WSCA under the terms of the Master Service Agreement.

4. [Purposely Left Blank.]

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

<u>Lead State</u>	
Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

Contractor

Name	Marcia Klostermann
Address	See Secondary Contact below for correspondence. (If an address is needed, use Sprint Contract Manager)
Telephone	612-386-4742
Fax	913-523-9667
E-mail	Marcia.Klostermann@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

Participating State

Name	Karl Wendt, Purchasing Agent
Address	Iowa Department of Administrative Services Hoover Bldg - Level A, Des Moines, IA 50319-0105
Telephone	515-281-7073
Fax	515-725-0120
E-mail	karl.wendt@iowa.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 Contract # 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 master agreement number: 4386 and the Lead State price agreement number: 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 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 execution by both parties below.

STATE OF IOWA:	SPRINT SOLUTIONS, INC.:
By: <i>Karl Wendt</i>	By: <i>Nancy Salisbury</i>
Name: <i>Karl Wendt</i>	Name: Nancy A. Salisbury
Title: <i>Purchasing Agent</i>	Title: Regional Vice President
Date: <i>10/25/12</i>	Date: <i>10-10-2012</i>

Sprint — Approved as to Legal Form
KAC - 15 Oct 2012

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 Iowa Agreement No. 4386**.

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 Iowa Agreement No. 4386**; 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].

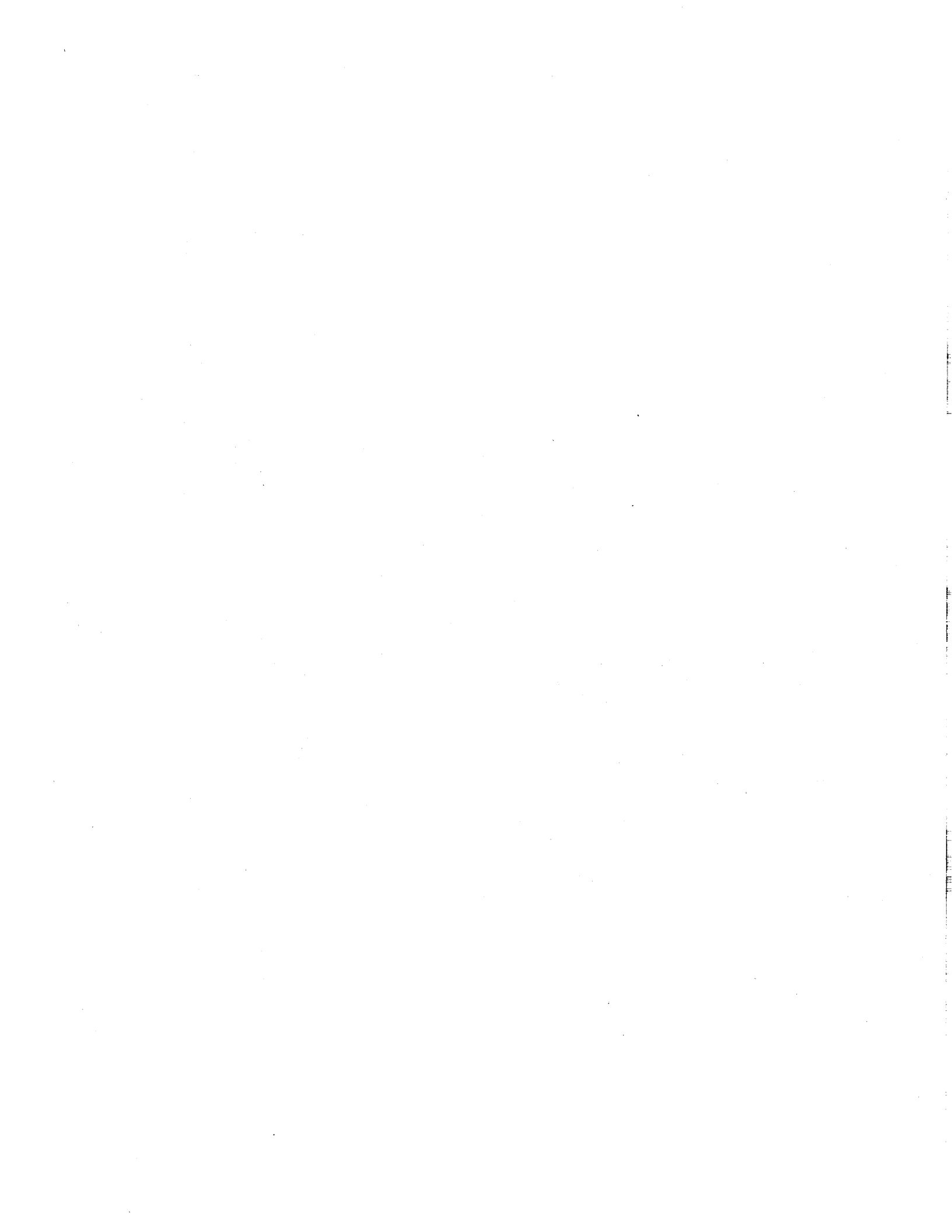
Furthermore, I certify the [Insert Agency Name] (1) shall pay charges incurred for the period of time the units are active with Sprint and until written notice of cancellation is provided to Sprint; and (2) the [Insert Agency Name] acknowledges and understands that Sprint will not automatically terminate 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
Reston, VA 20196
Attn: Public Sector Contracts Manager

Sincerely,

<Sign Name, Title>



**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
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And
STATE OF IOWA
(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 October 25, 2012 (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 State ("First Amendment Effective Date").

Amendment:

Sprint and Customer 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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- 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 Lead State Primary Contact in its entirety and replacing it with a new Lead State Primary Contact 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

4. 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	Shannon Hewitt-Tapp
Address	See Secondary Contact below for correspondence. (If an address is needed, use Sprint Contract Manager)
Telephone	916-275-3146
Fax	See Secondary Contact
E-mail	Shannon.Hewitt-Tapp@Sprint.com

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

STATE OF IOWA:	SPRINT SOLUTIONS, INC.:
By: <i>Steven D Oberbroeckling</i> <small>Digitally signed by Steven D. Oberbroeckling DN: cn=Steven D. Oberbroeckling, o=State of Iowa, ou=DAS Procurement, email=Steve.Oberbroeckling@iowa.gov, c=US Date: 2016.08.02 11:03:26 -05'00'</small>	By: 
Name: Steven D. Oberbroeckling	Name: Michaela Clairmonte
Title: Purchasing Agent 3	Title: Manager – Contract Negotiations & Management
Date: 02 AUG 2016	Date: 8/11/2016

Sprint – Approved as to Legal Form
KAC – 27 July 2016