

CONTRACT AWARD

Date of Award: September 9, 2009 (original)
Replaced by WSCA/ValuePoint participating addendum

Contract Number: 12344AE

PR Number: 017231

Replaces Contract: 07706 & 09825

Procurement Officer: Neal Farron
Telephone: 785-296-3122
E-Mail Address: neal.farron@ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: Wireless Communication & Equipment
(Voice, Data, & Devices)

Agency: Statewide

Period of Contract: Date of Award through June 30, 2020

Contractor: SPRINT SOLUTIONS INC
12502 Sunrise Valley Drive
Reston, VA 20196
Federal Tax ID: 47-0882463
SMART Supplier ID: 0000044624
Contract Contact: Shannon Hewitt-Tapp
Phone: 916-275-3146
Email: shannon.hewitt-tapp@sprint.com

Sales and Support Contact: Aaron Hughes
Local Telephone: 913-927-0509
E-Mail: Aaron.Hughes@sprint.com
Main Website: <http://www.wscawireless.com/>
Secondary Info Source: <http://www.sprint.com/government>

Amendment 10 – Per Amendment 2 of the Master Agreement with the State of Nevada (RFP/Contract 1907) this contract is extended through December 31, 2019.

Amendment 11 – Per Amendment 3 of the Master Agreement with the State of Nevada (RFP/Contract 1907) this contract is extended through June 30, 2020.

Payment Terms: Net 30 Days

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

Procurement Card: Agencies may use State of Kansas Business Procurement Card for purchases from this contract.

Administrative Fees: Administrative Fees have been incorporated into the unit prices of this contract.

Additional information concerning the Master Agreement may be found at this link:

<https://www.naspovaluepoint.org/portfolio/wireless-communication-equipment/sprint/>

Please contact the contractors directly to discuss all of the options available.

Below is from original contract vehicle, see NASPO ValuePoint website for current information.

Conditions:

Term of Contract: The term of this contract is from the Date of Award through September 30, 2014.

State Credit Card: Presently, many State Agencies use a State of Kansas Business Procurement Card (Visa) in lieu of a state warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

Political Subdivisions: Political Subdivisions (City, County, School Districts and etc.) are permitted to utilize contracts administered by the Division of Purchases. Conditions included in this contract shall be the same for political subdivisions. The State has no responsibility for payments owed by political subdivisions. The contractor must deal directly with the political subdivision.

Quarterly Reports: The Contractor shall be required to file a quarterly report by each state agency or political subdivision making purchases under this contract. Reports are due no later than 30 days after the end of each calendar quarter and shall correlate with figures submitted as Administrative Fees (see Terms and Conditions). Above referenced reports are to be filed with the Division of Purchases Open Records Officer or his/her designee located at 900 SW Jackson, Room 102N, Topeka, KS 66612-1286. Reports may also be required to be submitted to the specific using agency.

Electronic files shall be e-mailed to the following e-mail address: reports@da.ks.gov, in Microsoft® Excel or Microsoft® Access Database format.

The required reporting format may be found on the Division of Purchases website at <http://da.ks.gov/purch>, under "Purchasing Forms".

Report Types – Reports shall be available reflecting the following information. Agencies and the Division of Purchases reserve the right to request additional information.

- **Sales Summary** -- Report shall include a list of agencies and political subdivisions who have used the contract, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- **Items Sold** -- Report shall include a list of items sold to agencies and political subdivisions, indicating the contract price and using agency, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- **Items Sold, by Agency** – Same as above, except sorted by agency.

Administrative Fee: Contractor(s) must pay a 1/2% Administrative Fee on all purchases (including political subdivisions) made against this contract. **The fee is to be included in the cost (bid price) of the goods or services.** The Administrative Fee is to be based upon the total dollars invoiced under the contract. The Administrative Fee shall be made in check form, payable to the "State of Kansas - Division of Purchases" and must be paid within 30 days following the end of each quarter.

Conditions of Contract: The following terms and conditions of award are incorporated by reference and include: State of Kansas DA-45/146a; specifications and conditions of the proposal including any addenda; contractor's response including any addenda, appendices and exhibits.

Order of Preference: Any conflict to the provisions of this contract and the documents incorporated by reference shall be determined by the following priority order:

- a. State of Kansas Contract Provisions Attachment DA-45/146a;
- b. Written modifications and addenda to the executed contract;
- c. This contract document;
- d. The above referenced Request for Proposal (RFP) including any addenda;
- e. Contractors response including any addenda, appendices and exhibits.

Inspection: The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of this contract.

Termination for Cause: The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

1. the Contractor fails to make delivery of goods or services as specified in this contract; or
2. the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

Termination for Convenience: The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

Notices: All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

**Kansas Division of Purchases
900 SW Jackson St, Room 102N
Topeka, Kansas 66612-1286
RE: Contract 12344**

or to any other persons or addresses as may be designated by notice from one party to the other.

Rights and Remedies: If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment pro rated for that portion of the contract period services were provided to and/or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

Force Majeure: The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.

Waiver: Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

Ownership: All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

Independent Contractor: Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

Conflict of Interest: The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and who are providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

Confidentiality: The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by contractor. On the termination or expiration of this contract, contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

Reviews and Hearings: The Contractor agrees to advise the Director of Purchases of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to the Director of Purchases. The State has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.

Nondiscrimination and Workplace Safety: The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.

Environmental Protection: The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.

Hold Harmless: The Contractor shall indemnify the State against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent to the extent caused by Contractor or Contractor's employee or subcontractor.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

Care of State Property: The Contractor shall be responsible for the proper care and custody of any state-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.

Prohibition of Gratuities: Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

Retention of Records: Unless the State specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the state.

Federal, State and Local Taxes Contractor: The State make no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

Antitrust: If the Contractor elects not to proceed, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

Modification: This contract shall be modified only by the written agreement of the parties with the approval of the Director of Purchases. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

Assignment: The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

Third Party Beneficiaries: This contract shall not be construed as providing an enforceable right to any third party.

Captions: The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

Severability: If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

Governing Law: This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Topeka, Shawnee County, Kansas.

Jurisdiction: The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Shawnee County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party.

Mandatory Provisions: The provisions found in Contractual Provisions Attachment (DA-146a) which is attached are incorporated by reference and made a part of this contract.

Integration: This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.

Immigration and Reform Control Act of 1986 (IRCA): All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) form.

The contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce to State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification or like under the contract.

Injunctions: Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, contractor shall not be entitled to make or assert claim for damage by reason of said delay.

Acceptance: No contract provision or use of items by the State shall constitute acceptance or relieve the contractor of liability in respect to any expressed or implied warranties.

Breach: Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

Statutes: Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

New Materials, Supplies or Equipment: All materials, supplies or equipment offered by a contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

Payment Terms: Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

The statute further defines the date goods or services are received as the date such goods or services are completely delivered and finally accepted by the state agency. The date the payment is made by the state agency is defined as the date on which the warrant or check for such payment is dated, i.e. warrant issue date.

Subcontractors: The contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

Payment: Payment shall be made after receipt of goods or services in agreement with Kansas Law. Payments shall not be made for costs or items not listed in the contract.

Invoices: Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:

1. date of invoice.
2. date of shipment (or completion of work);
3. purchase order number and contract number;
4. itemization of all applicable charges; and
5. net amount due.

Contract Price: Statewide contracts are awarded by the Division of Purchases to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the **identical item** at a **lower price**, a waiver to "buy off state contract" may be granted by the Division of Purchases.

Shipping and F.O.B. Point: Prices are F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price), which means delivered to a state agency's receiving dock or other designated point as specified in this Contract without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during regular working hours between 8:00 a.m. and 4:30 p.m., Monday through Friday, except holidays.

Default on Delivery: Any contractor who defaults on delivery as defined in this Contract may, be barred from bidding on any subsequent Solicitation for a period to be determined.

Indefinite Quantity Contract: This is an open-ended contract between a contractor and the State to furnish an undetermined quantity of a good or service in a given period of time.

Amendment 1 – Effective 8/2/2010

1. **Introduction of Sprint 4G Services** as detailed in Exhibit 1 attached hereto is added and is in addition to current Contract pricing in effect.
 - a. 3G/4G Connection Card Plan - **\$42.99** Net MRC (Monthly Recurring Charge - not eligible for additional service discounts).
 - b. If Customer purchases Sprint 4G Services on a non-recurring charge basis (i.e., Customer pays a one time charge for use of Sprint 4G Services for a limited time), Customer will be subject to the terms and conditions provided to Customer at the time of purchase.

Certain data usage restrictions and limitations apply and are set forth in the 4G Wireless Services Product Annex which is incorporated into the Agreement by this reference as posted to http://www.sprint.com/business/resources/ratesandterms/4G_wireless_services_product_annex.pdf

**EXHIBIT 1
TO CONTRACT NO. 12344**

Sprint and Customer agree as follows:

1. **The Agreement is amended in Contractor's Bid dated March 25, 2009, Section 4 ("Sprint's Cost Proposal") Attachment A-2 ("Nationwide Sprint Network Business Plans & Policies") by adding a new subsection 2.10 as follows:**

2.10 3G/4G Connection Plan

- a. The 3G/4G Connection Plan provides both EVDO (using CDMA technology) and Sprint 4G data functionality in certain coverage areas of the United States. Sprint 4G Network coverage is not available everywhere and requires a Sprint 4G Network data-compatible connection card. Customer may contact its Sprint Account Representative or visit www.sprint.com/coverage for current coverage areas and applicable wireless devices. This Business Plan is only available to Customer Lines domiciled in the United States.
- b. **3G/4G Connection Plan Charges**

NET MRC	\$42.99
----------------	----------------

- c. The NET MRC in the table above is not eligible for Government Service Pricing Discounts.
- d. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 4G Network, the Sprint Mobile Broadband Network or the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint Mobile Broadband Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- e. The 3G/4G Connection Plan includes unlimited data usage on the Sprint 4G Network, the Sprint Mobile Broadband Network and the Nationwide Sprint Network; provided however, Sprint reserves the right to deny, terminate, disconnect, modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Connection Plan if such Wireless Data Connection Device exceeds 300 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts that broadcast more than 24 hours; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines. Other Business Plan options for these types of Applications are available by contacting Customer's Sprint Account Representative.
- f. Roaming is not available on the Sprint 4G Network at this time.
- g. Premium Services content is not available with this Business Plan.
- h. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex and/or 4G Wireless Services Product Annex.

2. **This Agreement is amended in Contractor's Bid dated March 25, 2009, Section 4 ("Sprint's Cost Proposal") by adding a new Attachment A-4 ("4G Wireless Services Product Annex") as attached hereto.**

ATTACHMENT A-4

4G WIRELESS SERVICES PRODUCT ANNEX

The following terms and conditions, together with the applicable Sprint service agreement (“Agreement”), govern Sprint’s provision and Customer’s use of Sprint 4G Services. This 4G Wireless Services Product Annex (“4G Annex”) is intended to supplement, not replace, the Wireless Services Product Annex (“Wireless Annex”) attached or incorporated by reference into the Agreement. The Wireless Annex shall continue to be applicable to Sprint’s provision of wireless Products and Services, including 4G Products and Services; provided, however, that in the event of a conflict between this 4G Annex and the Wireless Annex, this 4G Annex shall control. Capitalized terms are defined in the Definitions section at the end of this 4G Annex if not otherwise defined in the Agreement or the Wireless Annex.

1. SPRINT 4G SERVICE FEATURES AND LIMITATIONS.

- 1.1 Wireless Data Features.** Sprint provides wireless data solutions and Services over the Nationwide Sprint Network, the Sprint Mobile Broadband Network and the Sprint 4G Network in certain coverage areas. Coverage areas may change and are accessible through www.sprint.com/coverage or by contacting Customer’s Sprint Account Representative. When the Sprint 4G Network is available and Customer uses a dual mode Sprint EVDO/Sprint 4G-compatible device with a Business Plan for Sprint 4G Services, Active Units will first attempt to connect to the Sprint 4G Network, and then default to the Sprint Mobile Broadband Network or Nationwide Sprint Network depending on coverage and network availability. Single mode 4G-compatible devices will attempt to connect only with the Sprint 4G Network. Access to the Sprint 4G Network may require installation of separate software depending on the Product. Wireless high-speed data throughput rates may vary depending on Customer’s location at the time of use and other factors.
- 1.2 Unavailable Features.** The following features are not available on the Sprint 4G Network:
- A. Wireless voice Services;
 - B. Circuit-switched, modem-to-modem data calls;
 - C. Nextel Services;
 - D. Text and numeric messaging;
 - E. Roaming; and
 - F. Location Based Services.

2. CHARGES, USAGE AND POLICIES.

- 2.1 Charges.** Sprint will bill Customer for Sprint 4G Services based on the MRC for the selected Business Plan. Customer will incur overage charges if the minutes or megabytes used exceed the minutes or megabytes allowed under the selected Business Plan. Notwithstanding the foregoing, if Customer purchases Sprint 4G Services on a non-recurring charge basis (i.e., Customer pays a one time charge for use of Sprint 4G Services for a limited time), Customer will be subject to the terms and conditions provided to Customer at the time of purchase.
- 2.2 Wireless Data Usage.** Data usage is calculated from the time Customer’s device makes contact with the Sprint Networks or Sprint 4G Network until the respective network connection is broken or dropped, whether or not the transmission of data is successful. Data usage may occur on any device capable of data transmission, including handheld devices and devices attached to or embedded in computers and includes sending and receiving e-mail, browsing the Internet, accessing certain Applications, all complete, partial or interrupted uploads or downloads and re-sent data, and unsuccessful attempts to reach websites and other Applications and Services, including those resulting from dropped network connections. Data usage is rounded up to the next whole kilobyte. Rounding occurs at the end of each separate session or each clock hour (at the top of each hour) if the session spans more than 1 clock hour. Rounding of data usage charges occurs at the end of each billing period and the total kilobyte charges are rounded up to the next cent. Customer’s invoice will not separately identify the number of kilobytes attributable to Customer’s use of specific sites, sessions or Services used. When traveling within the Sprint Networks, a data session may end when moving between coverage areas and a new data session initiated, although no interruption to the actual data session will occur. When traveling between the Sprint Networks and the Sprint 4G Network, a data session will end and a new data session will be initiated.
- 2.3 Business Plans and Features.** Certain wireless Products require specific Business Plans for operation on the Sprint Networks or the Sprint 4G Network. Certain Business Plan features may not be available on all wireless Products. More information is available by contacting Customer’s Sprint Account Representative.

2.4 Sprint Wireless Data Services Policy. Sprint reserves the right to limit, suspend or constrain any heavy, continuous data usage that is adversely impacting performance of the Sprint Networks or Sprint 4G Network, or hindering access to the Sprint Networks or Sprint 4G Network. Sprint reserves the right to limit throughput speeds or the amount of data transferred, and deny, terminate, disconnect or suspend wireless data Service, for Customer's Wireless Data Connection Devices with data usage exceeding 5 GB/month in total, or 300 MB/month while Roaming. Customer's mobile broadband cards, USB modems and embedded modems on "unlimited" Business Plans will not be subject to the 5 GB/month data usage limitation but are subject to the 300 MB/month while Roaming limitation. For Wireless Data Connection Devices on "unlimited" Business Plans, Sprint reserves the right to deny, terminate, disconnect, modify or suspend wireless data Service if a Wireless Data Connection Device engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts that broadcast more than 24 consecutive hours, automatic data feeds, automated continuous streaming machine-to-machine connections, or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines. Other Business Plan options for these types of Applications are available by contacting Customer's Sprint Account Representative.

3. DEFINITIONS.

- 3.1 "Nationwide Sprint Network"** means the Sprint-owned or controlled CDMA/1xrtt wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 3.2 "Sprint 4G Network"** means the wideband OFDM technology, including WiMax, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.
- 3.3 "Sprint 4G Services"** means functionality provided by Sprint that either provides data transport on the Sprint 4G Network or allows for the use of applications related to the Sprint 4G Network.
- 3.4 "Sprint Mobile Broadband Network"** means the Sprint-owned or controlled CDMA/EV-DO wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 3.5 "Wireless Data Connection Device"** means a mobile broadband card, USB modem, embedded modem, or a phone subscribed to a phone as modem Business Plan.

Amendment 2 – Effective 5/23/2011

- 1. Introduction of 3G/4G Embedded Connection Plan** as detailed in Exhibit 2 attached hereto is added and is in addition to current Contract pricing in effect.
- 2. Introduction of 3G Tablet Plans** as detailed in Exhibit 2 attached hereto is added and is in addition to current Contract pricing in effect.
- 3. Introduction of Sprint Data Access Plans for Business** as detailed in Exhibit 2 attached hereto is added and is in addition to current Contract pricing in effect.
- 4. Introduction of Connection Card Plan** as detailed in Exhibit 2 attached hereto is added and is in addition to current Contract pricing in effect.

**EXHIBIT 2
TO CONTRACT NO. 12344**

Sprint and Customer agree as follows:

- 1. The Agreement is amended in Contractor's Bid dated March 25, 2009, Section 4 ("Sprint's Cost Proposal") Attachment A-2 ("NATIONWIDE SPRINT NETWORK BUSINESS PLANS & POLICES"), Section 2 ("SPRINT VOICE AND DATE RATE PLANS") by adding new subsection 2.11 as follows:**

2.11 3G/4G Embedded Connection Plan

A. The 3G/4G Embedded Connection Plan provides both EVDO (using CDMA technology) and Sprint 4G data functionality in certain coverage areas of the United States. Sprint 4G Network coverage is not available everywhere and requires a Sprint sold 4G Network data-compatible embedded connection device. Customer may contact its Sprint Account Representative or visit www.sprint.com/coverage for current coverage areas and applicable wireless devices. Sprint reserves the right to limit the devices that can be used with this Business Plan. This Business Plan is only available to Customer Lines domiciled in the United States.

B. 3G/4G Embedded Connection Plan Charges

MRC	NET \$42.99¹	NET \$47.99¹
Additional data usage above 5 GB	\$0.05 per MB ²	\$0.05 per MB ²
Additional data Roaming usage above 300 MB	\$0.25 per MB ²	\$0.25 per MB ²
Indirect sales agent (inclusive of BSP)	Not permitted	Permitted
Discretionary Credits (inclusive of PIC credit)	Not Permitted	Not Permitted

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

² If Customer's data usage on the Sprint 3G Network and the Nationwide Sprint Network in a given month exceeds 5 GB in total or 300 MB while Roaming, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds both 5 GB in total and 300 MB while Roaming.

- (1)** The 3G/4G Embedded Connection Plan includes unlimited data usage on the Sprint 4G Network and up to 5 GB/month aggregate data usage on the Sprint 3G Network and the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- (2)** Roaming is not available on the Sprint 4G Network at this time.
- (3)** Premium Services content is not available with this Business Plan.
- (4)** Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming.

Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) 5 GB/month in total, (ii) 300 MB/month while Roaming, or (iii) a majority of kilobytes while Roaming; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

- (5) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex and/or the 4G Wireless Services Product Annex.

2. The Agreement is amended in Contractor's Bid dated March 25, 2009, Section 4 ("Sprint's Cost Proposal") Attachment A-2 ("NATIONWIDE SPRINT NETWORK BUSINESS PLANS & POLICES"), Section 2 ("SPRINT VOICE AND DATE RATE PLANS") by adding new subsection 2.12 as follows:

2.12 3G Tablet Plans

MRC	NET \$29.99 ¹	NET \$49.99 ¹	NET \$59.99 ¹
Data Services limitation in Gigabytes ("GB")	2GB	3GB	5GB
Overage charge for additional data Services usage above plan limit	\$0.05 per MB ²	\$0.05 per MB ²	\$0.05 per MB ²
Data Roaming limitation in Megabytes ("MB")	100MB	100MB	300MB
Overage charge for additional data Roaming usage above plan limit	\$0.25 per MB ²	\$0.25 per MB ²	\$0.25 per MB ²
Messaging	Unlimited	Unlimited	Unlimited

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

² If Customer's data usage in a given month exceeds the plan limits set forth in the table above (2GB/100MB or 5GB/300MB), then Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both data services overage charges and data Roaming overage charges if Customer's usage in a given month exceeds both plan limits in the table above (2GB/100MB or 5GB/300MB).

- A. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data device. Where the Sprint 3G Network is available and an EVDO-compatible data device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.
- B. Sprint reserves the right to limit throughput speeds or the amount of data transferred, and to deny, terminate, modify, disconnect or suspend wireless data Service on the Sprint 3G Network and the Nationwide Sprint Network, for Customer's Wireless Data Connection Devices with data usage exceeding the plan limits in the table above (2GB/100MB or 5GB/300MB).
- C. Unlimited Messaging includes text, picture, and video messages.
- D. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

3. The Agreement is amended in Contractor's Bid dated March 25, 2009, Section 4 ("Sprint's Cost Proposal") Attachment A-2 ("NATIONWIDE SPRINT NETWORK BUSINESS PLANS & POLICES"), Section 2 ("SPRINT VOICE AND DATE RATE PLANS") by adding new subsection 2.13 as follows:

2.13 Sprint Data Access Plans for Business

- A. Sprint Data Access Plans for Business provide access to the Nationwide Sprint Network and the Sprint 3G Network. Customer Premise Equipment, installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. In Sprint's sole discretion, Sprint Data Access Plans may not be purchased in conjunction with certain Sprint promotions or contests.

B. Charges. The following charges apply to Sprint Data Access Plans for Business¹:

Sprint Data Access Plans for Business	Plan Size	
	3MB	5MB
MRC	NET \$8.00	NET \$10.00
Overage per KB	\$0.003	\$0.003
Data Sharing	Included *	Included *

¹All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data device. When the Sprint 3G Network is available and an EVDO-compatible data device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.

- (1) Net Sprint Data Access Plan for Business is net of all discounts. Service Pricing Discount does not apply.
- (2) Activations of Sprint Data Access Plans for Business are not eligible for service credits, wireless device discounts, or rebates.
- (3) Activations on the above Sprint Data Access Plans for Business are not permitted via a Business Solutions Provider (BSP).
- (4) Customer may view its usage under its Sprint Data Access Plan for Business under the "Manage" option at www.sprint.com.
- (5) Sprint Data Access Plans for Business are not subject to an aggregate monthly data usage cap, but are subject to overage charges, Roaming usage limitations, and other data usage restrictions and limitations as set forth in the Wireless Services Product Annex.
- (6) * Data usage will be shared between devices on the same rate plan and same Billing Account Number. For purposes of this provision, same rate plan means data is only shared with other Sprint Data Access Plans with the same plan size (MB). For example, 3MB plans will only share with other 3MB plans.
- (7) Sprint may review Customer's usage on a quarterly basis and debit or credit as necessary based on customer's average usage in a given month and Customer's applicable contracted rate.

4. The Agreement is amended in Contractor's Bid dated March 25, 2009, Section 4 ("Sprint's Cost Proposal") Attachment A-2 ("NATIONWIDE SPRINT NETWORK BUSINESS PLANS & POLICES"), Section 2 ("SPRINT VOICE AND DATE RATE PLANS") by adding new subsection 2.14 as follows:

2.14 Connection Card Plan

MRC	NET \$25.00¹
Included Data Services in Megabytes ("MB")	50MB
Voice Calls, including long distance (if card is capable)	\$0.20 per minute
Additional data usage above included Data Services	\$0.05 per MB ²
Additional data Roaming usage above 300 MB	\$0.25 per MB ²
Data Sharing	Included *

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

² If Customer's data usage in a given month exceeds 5 GB in total or 300 MB while Roaming, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds both 5 GB in total and 300 MB while Roaming.

* Data usage will be shared between devices on the same rate plan and same Billing Account Number. For purposes of this provision, same rate plan means data is only shared with other Sprint Data Access Plans with the same plan size (MB). For example, 50MB plans will only share with other 50MB plans.

- A.** All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible connection card. Where the Sprint 3G Network is available and an EVDO-compatible connection card is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.
- B.** Sprint reserves the right to limit throughput speeds or the amount of data transferred, and to deny, terminate, modify, disconnect or suspend wireless data Service on the Sprint 3G Network and the Nationwide Sprint Network, for Customer's Wireless Data Connection Devices with data usage exceeding 5 GB/month in total, or 300 MB/month while Roaming.
- C.** Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

- D.** Activations on the above Sprint Connection Card Plan are not permitted via a Business Solutions Provider (BSP).
- E.** Sprint may review Customer's usage on a quarterly basis and debit or credit as necessary based on customer's average usage in a given month and Customer's applicable contracted rate.

Amendment 3 – Effective 7-31-12

2. **Introduction of Technology Evolution** language as detailed in Exhibit 1 attached hereto is added and is in addition to current Contract language.
3. **Introduction of Connection Card Plan 100MB** as detailed in Exhibit 1 attached hereto is added and is in addition to current Contract pricing in effect.
4. **3G/4G Connection Plan Charges** as detailed in Exhibit 1 attached hereto is added and is in addition to current Contract pricing in effect.
5. **Introduction of Custom Bundled smartphone plans for Blackberry and Pro Pack** as detailed in Exhibit 1 attached hereto is added and is in addition to current Contract pricing in effect.

EXHIBIT 1

TO AMENDMENT NUMBER 3 TO CONTRACT NO. 12344

Sprint and Customer agree as follows:

1. **The Agreement is amended in Contractor’s Bid dated March 25, 2009, Section 4 (“Sprint’s Cost Proposal”), Attachment A (“Wireless Services Term and Discount”) by adding new subsection 9 as follows:**

9. Technology Evolution:

- a. In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its Networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace certain offerings or technologies. In such event, Sprint will undertake such replacement efforts in a customer focus and commercially reasonable manner and will, throughout the process, provide its customers with periodic updates and that provide relevant information.
- b. As part of such technology evolution, Sprint reserves the right to migrate Customer from Products activated on the Nextel National Network to either a Sprint © push-to-talk (“PTT”) Product, or a Customer-selected non-PTT Product, that runs on the Nationwide Sprint Network. Sprint will begin coordinating migration schedules with affected customers after the new technology becomes available, but Sprint intends to give at least 6 months prior notice before there is a complete shut-down of the Nextel National Network. Because there may be at least 6 months prior notice, in many instances Customer should have the ability to upgrade its existing devices to new or replacement devices under the then effective and applicable Sprint handset upgrade program. If Customer has any devices that are not eligible for upgrade under this handset upgrade program, the parties will discuss an alternative process for replacement of devices with devices that are compatible with the replacement technologies. If Sprint exercises its right to migrate Customer to a new technology under this provision, upon completion of such migration, the terms and provisions of the Agreement related solely to the Nextel products and services will terminate. In addition, the parties recognize that they may need to amend the Agreement to add new terms related in such successor technologies.

2. **The Agreement is amended in Contractor’s Bid dated March 25, 2009, Section 4 (“Sprint’s Cost Proposal”), Attachment A-2 (“Nationwide Sprint Network Business Plans and Policies”), Section 2 (“Sprint Voice and Data Rate Plans”) by adding the following new subsection 2.15.**

2.15 Connection Card Plan 100MB: Connection Card Plan Charges

NET MRC	\$19.99¹
Data Services limitation in Gigabytes (“MB”)	100 MB
Overage charge for additional data Services usage above plan limit	\$0.05 per MB ²
Data Roaming limitation in Megabytes (“MB”)	25

Overage charge for additional data Roaming usage above plan limit	\$0.25 per MB ²
Data Pooling	Included (see 3 below)
Device Upgrade Cycle	20 Months
Indirect Sales Agent	Not Permitted

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

² If Customer's data usage in a given month exceeds the plan's Data Services limitation or Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds both the plan's Data Services limitation and Data Roaming limitation.

³ Data usage will be shared among devices on the \$19.99 100 MB plan using the same Billing Account Number.

- a) All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible connection card. Where the Sprint 3G Network is available and an EVDO-compatible connection card is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.
- b) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.
- c) Sprint may decommission the use of this plan for new subscribers no earlier than August 31, 2012.
- d) This plan is restricted to new subscribers only (transfers are not permitted).

3. The Agreement is amended in Contractor's Bid dated March 25, 2009, Section 4 ("Sprint's Cost Proposal"), Attachment A-2 ("Nationwide Sprint Network Business Plans and Policies"), Section 2 ("Sprint Voice and Data Rate Plans") by adding the following two new subsections 2.16 and 2.17.

2.16 3G/4G Connection Plan Charges

MRC	NET \$39.99 ¹
Usage Included	Unlimited for Acceptable Use ²
Data Roaming limitation in Megabytes ("MB")	300 MB
Additional data Roaming usage above 300 MB	\$0.25 per MB ³

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

² Unlimited use available while on the Sprint network. Sprint reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan if such Wireless Data Connection Device exceeds 300 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

³ If Customer's data usage on the Sprint 3G Network and the Nationwide Sprint Network in a given month exceeds 300 MB while Roaming, Customer will be liable for the overage charges set forth in the table above.

- a) The 3G/4G Connection Card Plan includes unlimited data usage on the Sprint 4G Network, the Sprint 3G Network and the Nationwide Sprint Network. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 4G Network, the Sprint 3G Network or the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- b) Roaming is not available on the Sprint 4G Network at this time.
- c) Premium Services content is not available with this Business Plan.
- d) Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses

detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 300 MB/month while Roaming for a plan equal to or greater than 5GB/month in total or 100 MB/month while Roaming for a plan less than 5 GB/month in total, or (iii) a majority of kilobytes while Roaming; provided that Customer's Wireless Data Connection Devices on "unlimited" Business Plans will not be subject to the Data Services limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

- e) Unless specifically stated otherwise, wireless Products on "unlimited" Business Plans are subject to the prohibited network uses in this section. Other Business Plan options for these types of Applications are available by contacting Customer's Sprint Account Representative.
- f) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

2.17 Connection Plan

MRC	NET \$37.99¹
Data Services in Megabytes ("MB")	Unlimited for Acceptable Use ²
Voice Calls, including long distance (if card is capable)	\$0.20 per minute
Additional data Roaming usage above 300 MB	\$0.25 per MB ³

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

² Unlimited use while on the Sprint network. Sprint reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G Unlimited for Acceptable Use Connection Plan if such Wireless Data Connection Device exceeds 300 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

³ If Customer's data usage in a given month exceeds 300 MB while Roaming, Customer will be liable for the overage charges set forth in the table above.

- a) All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible connection card. Where the Sprint 3G Network is available and an EVDO-compatible connection card is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.
- b) Sprint reserves the right to limit throughput speeds or the amount of data transferred, and to deny, terminate, modify, disconnect or suspend wireless data Service on the Sprint 3G Network and the Nationwide Sprint Network, for Customer's Wireless Data Connection Devices with data usage exceeding 5 GB/month in total, or 300 MB/month while Roaming.
- c) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

4. The Agreement is amended in Contractor's Bid dated March 25, 2009, Section 4 ("Sprint's Cost Proposal"), Attachment A-2 ("Nationwide Sprint Network Business Plans and Policies"), Section 2 ("Sprint Voice and Data Rate Plans") by adding the following two new subsections 2.18 and 2.19.

2.18 Sprint Bundled Voice & Data Plans

Sprint Bundled Voice & Data Plans			
	Custom BB 400	Custom BB 1000	Custom BB 2000
MRC	\$47.99 NET MRC; Service Pricing Discounts will not apply	\$67.99 NET MRC; Service Pricing Discounts will not apply	\$89.99 NET MRC; Service Pricing Discounts will not apply
Anytime Minutes	400	1000	2000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute
Sprint Mobile-to-Mobile	Included	Included	Included
Unlimited Nights & Weekends starting at 7 pm	Unlimited	Unlimited	Unlimited
Shared Minutes	* Included	* Included	* Included
Nationwide Long Distance	Included	Included	Included
Roaming	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included
Unlimited BlackBerry (without PAM)	Included	Included	Included
Unlimited Messages	Included	Included	Included

- a) Customer's use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the BlackBerry service are located at <http://na.blackberry.com/eng/legal/terms.jsp>, and are subject to change without prior notice to Customer.
- b) BlackBerry Business Plans can only be activated on a BlackBerry device.
- c) * Customer-Liable Active Units on the Custom BB 400, the Custom BB 1000, and/or the Custom BB 2000 share Anytime Minutes with Sprint Business Essentials® Plans. Customer-Liable Active Units on the Custom BB 400, Custom BB 1000, and/or the Custom BB 2000 will not share Anytime Minutes with Sprint Business AdvantageSM Plans.

2.19 Sprint PRO Pack Bundled Voice & Data Plans

Sprint PRO Pack Bundled Voice & Data Plans			
	Custom PRO Pack 400	Custom PRO Pack 1000	Custom PRO Pack 2000
MRC	\$47.99 NET MRC; Service Pricing Discounts will not apply	\$67.99 NET MRC; Service Pricing Discounts will not apply	\$89.99 NET MRC; Service Pricing Discounts will not apply
Anytime Minutes	400	1000	2000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute
Sprint Mobile-to-Mobile	Included	Included	Included
Unlimited Nights & Weekends starting at 7 pm	Unlimited	Unlimited	Unlimited
Shared Minutes	* Included	* Included	* Included
Nationwide Long Distance	Included	Included	Included
Roaming	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included
Sprint PRO Pack	Included	Included	Included
Unlimited Messages	Included	Included	Included

- a)** Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- b)** The included email solution in the Sprint PRO Pack varies by device. Please review product specifications for details.
- c)** * Customer-Liable Active Units on the Custom PRO Pack 400, the Custom PRO Pack 1000, and/or the Custom PRO Pack 2000 share Anytime Minutes with Sprint Business Essentials® Plans. Customer-Liable Active Units on the Custom PRO Pack 400, Custom PRO Pack 1000, and/or the Custom PRO Pack 2000 will not share Anytime Minutes with Sprint Business AdvantageSM Plans.

Amendment 4 – Effective 4-30-13

1. **Introduction of Custom 3G/4G LTE Tablet Plan** as detailed in Exhibit 1 attached hereto is added and is in addition to current Contract pricing in effect.
2. **Sprint Voice Pan Add-Ons** as detailed in Exhibit 1 attached hereto is added and is in addition to current Contract pricing in effect.
3. **Attachment B – GOVERNMENT WIRELESS SERVICES PRODUCT ANNEX** as detailed in Exhibit 1 attached hereto is added and is in addition to current Contract pricing in effect.

EXHIBIT 1

TO AMENDMENT NUMBER 4 TO CONTRACT NO. 12344

Sprint and Customer agree as follows:

5. **The Agreement is amended in Contractor’s Bid dated March 25, 2009, Section 4 (“Sprint’s Cost Proposal”), Attachment A-2 (“Nationwide Sprint Network Business Plans and Policies”), Section 2 (“Sprint Voice and Data Rate Plans”) by adding the following new subsection 2.20.**

Custom Domestic 3G/4G LTE Tablet Plan

A. The Custom Domestic 3G/4G LTE Tablet Plan provides both EVDO (using CDMA technology) and Sprint 4G data functionality in certain coverage areas of the United States. Sprint 4G Network coverage is not available everywhere and requires a Sprint 4G Network data-compatible tablet. Customer may contact its Sprint Account Representative or visit www.sprint.com/coverage for current coverage areas and applicable wireless devices. Sprint reserves the right to limit the devices that can be used with this Business Plan. This Business Plan is only available to Customer Lines domiciled in the United States.

NET MRC	\$39.99¹
Usage Included	Unlimited for Acceptable Use ²
Data Roaming limitation in Megabytes (“MB”)	300 MB
Overage charge for additional data Roaming usage above 300 MB	\$0.25 per MB ³

¹ MRC is net of all discounts. Customer’s Service Pricing Discount is not applicable.

² Unlimited use available while on the Sprint network. Sprint reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan if such Wireless Data Connection Device exceeds 300 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

³ If Customer’s data usage on the Sprint 3G Network and the Nationwide Sprint Network in a given month exceeds 300 MB while Roaming, Customer will be liable for the overage charges set forth in the table above.

- (1) The Custom Domestic 3G/4G LTE Tablet Plan includes unlimited data usage on the Sprint 4G Network, the Sprint 3G Network and the Nationwide Sprint Network. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 4G Network, the Sprint 3G Network or the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- (2) Roaming is not available on the Sprint 4G Network at this time.
- (3) Premium Services content is not available with this Business Plan.
- (4) Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services

are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 300 MB/month while Roaming for a plan equal to or greater than 5GB/month in total or 100 MB/month while Roaming for a plan less than 5 GB/month in total, or (iii) a majority of kilobytes while Roaming; provided that Customer's Wireless Data Connection Devices on "unlimited" Business Plans will not be subject to the Data Services limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

- (5) Unless specifically stated otherwise, wireless Products on "unlimited" Business Plans are subject to the prohibited network uses in this section. Other Business Plan options for these types of Applications are available by contacting Customer's Sprint Account Representative.
- (6) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

ATTACHMENT B GOVERNMENT WIRELESS SERVICES PRODUCT ANNEX

The following terms and conditions, together with the applicable Sprint service agreement ("Agreement"), govern Sprint's provision and Customer's use of Sprint wireless Products and Services. Except where noted in this Wireless Services Product Annex ("Annex") or the Agreement, terms and conditions of this Annex apply to wireless Products and Services offered on the Sprint Networks (see Section 7.11 for information regarding the shutdown of the Nextel National Network), and the Sprint 4G Network. Capitalized terms are defined in the Definitions section at the end of this Annex if not otherwise defined in the Agreement.

1. BUSINESS PLAN FEATURES, POWERSOURCE™ DEVICES AND OPTIONS.

1.1 Wireless Voice Features.

- A. General.** Wireless voice Services are provided on the Sprint Networks. Wireless voice service areas and international coverage areas may change and are accessible through www.sprint.com or by contacting Customer's Sprint Account Representative. Wireless voice Services are not available on the Sprint 4G Network.
- B. Shared Minutes.** Customer must have a minimum of 2 Corporate-Liable Active Units in a Shared Minute group. All Corporate-Liable Active Units using the Shared Minutes option must subscribe to a Business Plan with Anytime Minutes. Data-only Business Plans are not eligible for the Shared Minutes option. After a Corporate-Liable Active Unit in a Shared Minute group has exhausted all Anytime Minutes in its Business Plan, the Corporate-Liable Active Unit's additional airtime minutes are billed at the overage rate defined in the associated Business Plan. Eligible Business Plans are available by contacting Customer's Sprint Account Representative.
- C. Sprint® Mobile-to-Mobile.** "Sprint Mobile-to-Mobile" means voice calls from one Active Unit on the Nationwide Sprint Network or Nextel National Network to another Active Unit on the Nationwide Sprint Network or Nextel National Network. With this feature, Customer may use an unlimited number of minutes each month to make or receive calls on the Nationwide Sprint Network or Nextel National Network between Sprint and Nextel phones. Sprint Mobile-to-Mobile calling does not apply to calls to check voicemail, to obtain directory assistance, or placed through indirect calling methods, and is not available when Roaming.
- D. Additional Lines for Pooling.** The Additional Lines for Pooling feature allows Customer to activate a Corporate-Liable Active Unit on a Business Plan with Anytime Minutes and add up to 5 additional Corporate-Liable Active Units (each, a "Secondary Line") to that Business Plan. The Additional Lines for Pooling option is not available with all voice Business Plans. Eligible Business Plans are available by contacting Customer's Sprint Account Representative.
- E. Pooled Anytime Minutes.** Business Plans with pooled Anytime Minutes only pool voice minutes of use for Corporate-Liable Active Units on the same billing account. Pooled Anytime Minutes from one Business Plan may not pool with Anytime Minutes from a different Business Plan.

1.2 Wireless Data Features. Sprint provides wireless data solutions and Services over the Nationwide Sprint Network, the Sprint 3G Network, and the Sprint 4G Network in certain coverage areas. Coverage areas may change and are accessible through www.sprint.com/coverage or by contacting Customer's Sprint Account Representative. When the Sprint 3G Network is available and Customer uses a Sprint EVDO-compatible device with a wireless high-speed data Business Plan, Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a Business Plan for Sprint 4G Services, Active Units will first attempt to connect to the Sprint 4G Network, and then default to the Sprint 3G Network or Nationwide Sprint Network depending on coverage and network availability. Access to the Sprint 3G Network or the Sprint 4G Network may require installation of separate software depending on the Product. Wireless high-speed data throughput rates may vary depending on Customer's location at the time of use and other factors. Sprint also offers wireless data solutions over the Nextel National Network for select Products.

1.3 Sprint® Direct Connect® Features.

- A. General.** Sprint Direct Connect transmissions occur only between Active Units that are each capable of sending and receiving Direct Connect transmissions. Sprint Direct Connect transmissions do not work simultaneously with a voice call from the same Product. Sprint Direct Connect service areas and international coverage areas may change and are accessible through www.sprint.com or by contacting Customer's Sprint Account Representative. Sprint Direct Connect Services are not available on the Sprint 4G Network or the Nextel National Network.
- B. Direct Connect®.** All Sprint Direct Connect Products are capable of making nationwide Direct Connect transmissions. Direct Connect is interoperable with Nextel Devices.
- C. Group Connect®.** Group Connect service requires a group-capable device in order to initiate and receive Group Connect transmissions. A subscriber with a group-capable phone may create a group with any participant, but only those subscribers with group-capable phones will be pulled into the Group Connect transmission. Group Connect is

limited to 21 total participants (including the originator). Each group must consist entirely of Sprint Direct Connect Devices.

- D. International Direct ConnectSM.** International Direct Connect is available for Sprint Direct Connect Devices subscribed to Direct Connect service. International Direct Connect service for Sprint Direct Connect Devices includes the ability to place and receive Sprint Direct Connect transmissions to eligible foreign carrier push-to-talk subscribers, determined by the number dialed, while the user is located within the 48 contiguous states of the United States and Hawaii.
- E. NextMail[®] Services.** NextMail allows a user to use Direct Connect minutes to record and send a voice message to any e-mail address or phone via text message. NextMail Professional (one of the NextMail Services) allows users to add optional photos and location information.
- F. TeamDCSM.** TeamDC allows up to 200* nationwide group members (including the group creator), all using Sprint Direct Connect Devices, to participate in a Sprint[®] Direct Connect[®] group transmission at the same time. The TeamDC Talker Priority feature allows the TeamDC group originator to designate priority for certain group members to interrupt other participants during the group transmission. *Contact Customer's Sprint Account Representative for more information on TeamDC capability.
- G. Call Alert.** Call Alert allows a Sprint Direct Connect user to send a repeating alert to notify another Sprint Direct Connect user that the user would like to communicate. Users of Sprint Direct Connect Devices may send one of 20 free, pre-written text messages with a Call Alert to provide more detail to the recipient of the Call Alert. Call Alert is interoperable with Nextel Devices, although text messages will not be received.
- H. DC Permissions.** DC Permissions allow a Sprint Direct Connect user to block/allow Sprint Direct Connect transmissions from select individuals. DC Permissions also will block Group Connect transmissions if the Group Connect transmission is initiated by a blocked user. DC Permissions will not block Group Connect or TeamDC transmissions that have a blocked party in the group. DC Permissions is only available on Sprint Direct Connect Devices.
- I. SMS Messaging.** Sprint Direct Connect users with Sprint Direct Connect Devices may be prompted to send a text or voice SMS message when a Sprint Direct Connect transmission is blocked (e.g. the other user is out of coverage, has his/her device turned off, or is using other Services). Prompted SMS Messaging is only available for Sprint Direct Connect transmissions between two Sprint Direct Connect Devices when the recipient uses a single number for voice calls and Sprint Direct Connect service. Sprint charges for these SMS messages consistent with Customer's Business Plan.

1.4 Nextel Direct Connect[®] Features.

- A. General.** Nextel Direct Connect transmissions occur only between Active Units that are each capable of sending and receiving Direct Connect transmissions. Nextel Direct Connect transmissions do not work simultaneously with a voice call or with active wireless data transmissions from the same Product. Nextel Direct Connect service areas and international coverage areas may change and are accessible through www.sprint.com or by contacting Customer's Sprint Account Representative. Nextel Direct Connect Services are not available on the Sprint 4G Network or the Nationwide Sprint Network.
- B. Direct Connect[®].** All Nextel Direct Connect Products are capable of making nationwide Direct Connect transmissions. If Customer intentionally disables "cross fleet" functionality for Nextel Devices, then Direct Connect service will work only with Customer's own Nextel Devices. Direct Connect is interoperable with Sprint Direct Connect Devices.
- C. Group Connect[®].** Group Connect service requires a group-capable device in order to initiate and receive Group Connect transmissions. A subscriber with a group-capable phone may create a group with any participant, but only those subscribers with group-capable phones will be pulled into the Group Connect transmission. Group Connect is limited to 21 total participants (including the originator). Each group must consist entirely of Nextel Devices.
- D. International Direct ConnectSM.** International Direct Connect is available for Nextel Devices subscribed to Direct Connect service. International Direct Connect for Nextel Devices includes both the ability to place Nextel Direct Connect transmissions from the United States to users outside the United States and the ability to place and receive Nextel Direct Connect transmissions from outside the United States in select countries.
- E. Direct SendSM.** Direct Send lets a user send a picture or contact information to another subscriber using the Nextel Direct Connect service. Direct Send is only available on select Nextel Devices.
- F. NextMail[®] Services.** NextMail allows a user to use Direct Connect minutes to record and send a voice message to any e-mail address or phone via text message. NextMail Professional (one of the NextMail Services) allows users to add optional photos and location information.
- G. TalkgroupSM.** Talkgroup members must be from the same calling area and be established on the same fleet. Additionally, group members must be in their home calling area to initiate or receive Talkgroup transmissions. Talkgroup is only available for Nextel Devices and can include up to 200 total users. Emergency TalkgroupSM gives the group coordinator the ability to contact and preempt all other transmissions for group members.

- H. **Priority Connect®.** Priority Connect allows users to preempt the use of Nextel National Network resources when placing and receiving Nextel Direct Connect transmissions. Priority Connect is available only to qualified customers (e.g. emergency “first responders”) on specific Business Plans using Nextel Devices.
- I. **Direct TalkSM.** Certain Nextel Devices are capable of direct two-way radio transmissions. Direct Talk transmissions do not use the Nextel National Network and require each user to have a Direct Talk-capable Nextel Device using the same radio channel.
- J. **Call Alert.** Call Alert allows a Nextel Direct Connect user to send a repeating alert to notify another Nextel Direct Connect user that the user would like to communicate. Call Alert is interoperable with Sprint Direct Connect Devices.

- 1.5 **PowerSourceTM Devices.** PowerSource devices provide wireless voice and data Services over the Nationwide Sprint Network and Sprint 3G Network, and Nextel Direct Connect transmissions over the Nextel National Network. Voice and data service is only available in coverage areas of the Nationwide Sprint Network or Sprint 3G Network. Nextel Direct Connect service is only available in coverage areas of the Nextel National Network. Service features, functionality and plans vary by PowerSource device and may not be available in all markets. Active Units upgrading to a PowerSource device may experience changes in service availability, pooling eligibility, billing, surcharges and local calling rates.
- 1.6 **Roaming.** Corporate-Liable Active Units must primarily be used for domestic purposes within the coverage area of the Nationwide Sprint Network. As used herein, “Domestic” means use in the 50 United States and U.S. Territories (except Guam). Business Plans that include Roaming (“Roaming Included Plans”) are not available with single-band phones or to users who reside or whose primary use is outside an area covered by the Nationwide Sprint Network. Sprint may limit or terminate Service if a Corporate-Liable Active Unit user moves outside of the area covered by the Nationwide Sprint Network. Sprint may, without notice, deny, terminate, modify, disconnect or suspend Service to a Corporate-Liable Active Unit if Roaming in a given month exceeds: (1) voice: 800 minutes or a majority of minutes, or (2) data: (a) 300 megabytes for a plan equal to or greater than 5 GB/month in total or a majority of kilobytes; or (b) 100 megabytes for a plan less than 5GB/month in total or a majority of kilobytes. International calling, including in Canada, Mexico, and Guam, is not included in Roaming Included Plans. Wireless data Services and certain calling features (voicemail, caller ID, call waiting, etc.) may not be available while Roaming. Roaming areas may change and Roaming may not be available everywhere; visit www.sprint.com/coverage for details. Roaming is not available on the Nextel National Network. Roaming may not be available on the Sprint 4G Network.
- 1.7 **Modification.** Sprint may modify terms and features of, or expire, a wireless Business Plan or add-ons with written notice to Customer.

2. CHARGES, FEES AND CREDITS.

- 2.1 **Monthly Recurring Charges.** Sprint will bill Customer for Wireless Services based on the MRC for the selected Business Plan. Customer will incur overage charges if the minutes or megabytes used exceed the minutes or megabytes allowed under the selected Business Plan. Notwithstanding the foregoing, if Customer purchases Sprint 4G Services on a non-recurring charge basis (i.e., Customer pays a one time charge for use of Sprint 4G Services for a limited time), Customer will be subject to the terms and conditions provided to Customer at the time of purchase.

2.2 Usage Charges.

A. Wireless Voice Usage.

- (1) **General.** Outgoing call usage is calculated from the time Customer initiates contact with the Sprint Networks until the connection to the Sprint Networks is broken or dropped, whether or not the actual connection to the intended recipient of the call is successful. There is no call usage for outgoing voice calls that reach a busy signal, a disconnected number or that ring continuously without making connection to the Sprint Networks. Incoming call usage is calculated from the time Customer’s device connects to the Sprint Networks (which is just before the device starts ringing) until the connection to the Sprint Networks is broken or dropped. There is no call usage for incoming voice calls that Customer does not answer or that enter Customer’s voicemail. For each successful call, Customer will be charged a minimum of 1 minute of airtime. After the first minute, airtime charges are rounded-up to the next second or next minute, as specified in the respective Business Plan. On calls that cross time periods (e.g., Anytime Minutes versus Nights and Weekends), minutes are deducted or charged based on the call start time.
- (2) **Long Distance/Special Services.** Customer may incur long distance charges (including international calling) or other charges for calls to 800, 866, 877, 888 and other toll-free numbers on Business Plans that do not include long distance. Customer also may incur charges for special Services such as directory assistance, operator-assisted calls or call-forwarding, depending on Customer’s Business Plan.
- (3) **Mobile Termination Charges.** Sprint may impose on Customer charges or surcharges for terminating a call to other wireless carriers, such as international mobile termination charges. The amount of the charges and surcharges imposed may vary.

B. Wireless Data Usage.

- (1) **General.** Data usage is calculated from the time Customer’s device makes contact with the Sprint Networks or Sprint 4G Network until the respective network connection is broken or dropped, whether or not the transmission

of data is successful. Data usage may occur on any device capable of data transmission, including handheld devices and devices attached to or embedded in computers and includes sending and receiving e-mail, browsing the Internet, accessing certain Applications, all complete, partial or interrupted uploads or downloads and re-sent data, and unsuccessful attempts to reach websites and other Applications and Services, including those resulting from dropped network connections. Data usage is rounded up to the next whole kilobyte. Rounding occurs every 2 clock hours for a continuous connection, or at the end of each separate session that is initiated and terminated within the 2 hour block. Rounding of data usage charges occurs at the end of each billing period and the total kilobyte charges are rounded up to the next cent. Customer's invoice will not separately identify the number of kilobytes attributable to Customer's use of specific sites, sessions or Services used. When traveling within the Sprint Networks, a data session may end when moving between coverage areas and a new data session initiated, although no interruption to the actual data session will occur. When traveling between the Sprint Networks and the Sprint 4G Network, a data session will end and a new data session will be initiated. Circuit-switched, modem-to-modem data calls are treated as voice calls and use Anytime Minutes on the associated Business Plan (or are billed at casual voice rates) in lieu of using kilobytes for data usage. Circuit-switched, modem-to-modem data calls are not available on the Sprint 4G Network.

- (2) **Text and Numeric Messaging.** Unless Customer has purchased a quantity of messages at a fixed MRC, Sprint will charge Customer on a per message basis for text and numeric messaging. Sprint will charge Customer the per message rate for each message that exceeds Customer's purchased quantity and for all text and numeric messages while Roaming internationally. Text and numeric messaging are not available on the Sprint 4G Network.
- (3) **Premium Services Charges.** Access to, and downloading of, Premium Services is not included in the pricing in the Agreement. Charges for Premium Services will be specified at the time of access or will be available at www.sprint.com. Data usage charges also apply to, and are separate from, charges for Premium Services. Even if Customer's Business Plan includes unlimited megabytes of data, Customer must still pay all charges associated with access or use of Premium Services. Customer may block Corporate-Liable Active Units from, or otherwise disable them from using, Premium Services provided by third-party content providers.

C. Sprint Direct Connect Usage.

(1) Sprint Direct Connect Transmissions.

- (a) A Sprint Direct Connect transmission begins approximately when Customer presses the button to initiate a transmission and ends approximately 6 seconds after completion of a communication (i.e., when Customer or another participant releases the button) to which no participant responds within 6 seconds. If a participant responds within 6 seconds, the response is calculated as part of the initial transmission. Customer initiates a new transmission if Customer responds more than 6 seconds after another participant completes a communication. Airtime charges apply for the entire period of time the transmission is connected to the Sprint Networks. Sprint will charge a minimum of 6 seconds for all Sprint Direct Connect transmissions. After 6 seconds, Sprint Direct Connect airtime on a Sprint Device is rounded up to the next second for each transmission.
 - (b) Airtime charges for Sprint Direct Connect transmissions are charged to the party that initiates the transmission and are calculated by multiplying the duration of the transmission (as calculated above) by the applicable rate and the number of participants.
 - (c) For Sprint Devices, Direct Connect, International Direct Connect, Group Connect, NextMail, and TeamDC minutes of use are deducted from the Direct Connect minutes included in Customer's Business Plan and will also incur separate surcharges if the add-on is not included in Customer's Business Plan. Customer will incur overage charges if the minutes used exceed the minutes allowed under the Business Plan.
- (2) **Sprint Direct Connect Call Alert Transmissions.** Sprint does not charge for sending or receiving Call Alerts or Call Alerts with text. A user will initiate a new push-to-talk transmission by responding to a Call Alert or a Call Alert with text even if responding within 6 seconds of receiving the alert.

D. Nextel Direct Connect Usage.

(1) Nextel Direct Connect Transmissions.

- (a) A Nextel Direct Connect transmission begins approximately when Customer presses the button to initiate a transmission and ends approximately 6 seconds after completion of a communication (i.e., when Customer or another participant releases the button) to which no participant responds within 6 seconds. If a participant responds within 6 seconds, the response is calculated as part of the initial transmission. Customer initiates a new transmission if Customer responds more than 6 seconds after another participant completes a communication. Airtime charges apply for the entire period of time the transmission is connected to the Sprint Networks. Sprint will charge a minimum of 6 seconds for all Nextel Direct Connect transmissions. After 6 seconds, Nextel Direct Connect airtime on a Nextel Device is rounded up to the next second for each transmission.

- (b) Airtime charges for Nextel Direct Connect transmissions are charged to the party that initiates the transmission and are calculated by multiplying the duration of the transmission (as calculated above) by the applicable rate and the number of participants.
- (c) For Nextel Devices, Direct Connect, International Direct Connect, Group Connect Talkgroup, NextMail, and Direct Send minutes of use are deducted from the Direct Connect minutes included in Customer's Business Plan and will also incur separate surcharges if the add-on is not included in Customer's Business Plan. Customer will incur overage charges if the minutes used exceed the minutes allowed under the Business Plan.

(2) **Nextel Direct Connect Call Alert Transmissions.** Sprint does not charge for sending or receiving Call Alerts. A user will initiate a new push-to-talk transmission by responding to a Call Alert, even if responding within 6 seconds of receiving the alert.

E. Roaming Charges. Voice calls made while off the Nationwide Sprint Network incur separate Roaming charges in addition to minutes of usage, unless Roaming is included in Customer's Sprint Business Plan. Domestic Roaming voice rates may be set out in Customer's pricing attachment. Domestic Roaming for data is included in Sprint Business Plans. International Roaming rates for voice and data will vary and are accessible through www.sprint.com/international or by contacting Customer's Sprint Account Representative. There may be delays in invoicing Roaming charges due to the practices of the Roaming service provider.

- 2.3 Upgrade Charges.** If Customer changes an Active Unit device to another device using Wireless Services, Sprint may charge Customer an upgrade charge per Active Unit changed.
- 2.4 Reactivation Fee.** If Sprint terminates Service to a Corporate-Liable Active Unit as permitted under the Agreement or requested by Customer, Sprint may require payment of any outstanding account balance before Sprint reactivates Service to the affected Active Unit and Sprint may charge Customer a reactivation charge.
- 2.5 Other Fees.** Sprint reserves the right to charge a fee for Customer-requested, non-standard account modifications, including but not limited to, phone number changes.
- 2.6 Credits for Redialed Calls.** Sprint will provide Customer with an airtime credit of at least 1 minute for a call on a Corporate-Liable Active Unit that is: (a) placed while in an area covered by the Sprint Networks, (b) disconnected due to limitations of the Sprint Networks, and (c) redialed within 1 minute of disconnection. Customer must contact Sprint Customer Care within 24 hours of the disconnection and request credit for the call.
- 2.7 Limitations Period.** Sprint will use commercially reasonable efforts to invoice Customer for (a) Sprint-provided wireless Products and Services, within 180 days of the end of the monthly billing period in which Sprint provides the wireless Products and Services, and (b) third party-provided wireless Products and Services, including non-Domestic wireless Services, within 180 days of the date Sprint receives an invoice from third party provider. If Sprint fails to invoice Customer for wireless Products or Services before expiration of the applicable 180 days, Customer will not be required to pay those charges. Customer must notify Sprint in writing of any billing dispute about wireless Products or Services within 180 days of the applicable invoice date. If Customer fails to notify Sprint within such 180 days, Sprint will not be required to reimburse or credit Customer for those charges.

3. BILLING AND AFFILIATES

- 3.1 Invoicing.** Unused Business Plan minutes and megabytes do not carry forward. In certain instances (e.g., Roaming charges), Sprint may invoice Customer for usage that occurred during a prior invoicing cycle, if not previously invoiced to Customer. When Sprint invoices for usage incurred during a prior invoicing cycle, those minutes count against minutes in the current invoicing cycle. Wireless Services billed according to a monthly flat rate may not include itemization. Sprint may bill Customer on behalf of third party providers of Applications that Customer accesses through wireless Products. Customer is responsible for all charges for wireless Products and Services associated with each Corporate-Liable Active Unit. For single payments to be applied across multiple account numbers, Customer must identify with its payment the specific amounts paid for each account number.
- 3.2 Account Changes.** Customer-requested changes to Business Plans or Wireless Service options may not be effective until the following bill cycle. For Customer-initiated Wireless Service cancellations, Sprint will bill Customer for the entire month in which Wireless Service was cancelled. When Customer changes Business Plans during a bill cycle, minutes and megabytes will be charged under the Business Plan in effect at the time the usage was incurred.
- 3.3 Customer Affiliates.** If Sprint and Customer agree to permit Customer's Affiliates to purchase wireless Products and Services under the Agreement, Customer will be responsible, financially and otherwise, for the Affiliate's purchases, unless the Agreement says otherwise.

4. PROVISIONING AND RETURNS.

- 4.1 Shipping.** Sprint will ship wireless Products to the delivery location specified in Customer's Order. Risk of loss to the wireless Products passes to Customer upon the Products' arrival at the delivery location. Sprint may charge a shipping fee to Customer based on the number and type of wireless Products and the shipping method used. Title to the wireless Products will pass to Customer upon Sprint's receipt of payment in full for the Products.

- 4.2 Nonconforming Products.** Customer must return nonconforming wireless Products in accordance with the Sprint's return policy or Customer will be deemed to have accepted the Products. Customer may reject wireless Products or shipments that are visibly damaged or defective. Sprint will pay all reasonable ground transportation freight charges associated with returns under this Nonconforming Products Section.
- 4.3 Returns.** For details on Sprint's return policy, please visit sprint.com/returns. Sprint may change its return policy from time-to-time without notice, provided that Customer will have a minimum of 14 days to return wireless Products.
- 4.4 Cold Device Policy.** As consideration for Customer receiving a subsidy or discount off of the Manufacturer's Suggested Retail Price (MSRP) for a wireless device, Customer agrees to activate the device for the applicable minimum Order Term. If Customer receives a subsidy or discount off of the MSRP for any wireless device and Customer retains the device beyond the applicable return policy period, then Customer must (1) activate the device on a valid Business Plan on its Sprint business account within 60 days of the date Sprint ships the device and (2) keep the device activated on its account for a minimum of 60 days. If Customer fails to comply with these requirements, Sprint reserves the right to invoice Customer for the amount of the subsidy or discount.
- 5. INSURANCE & SERVICE CONTRACT.** Customer may purchase a bundled program of insurance (Equipment Replacement Program) and service contract (Equipment Service and Repair Program) that provides coverage to protect against loss, theft, damage or mechanical/electrical failure involving Customer's wireless Products (collectively the "Total Equipment Protection" or "TEP"). TEP may not be available for all wireless Products. If Customer purchases TEP, Sprint will waive repair fees under the service contract at the time of repair or replacement at a Sprint Service Repair Center. A per claim deductible will apply for approved insurance claims. Insurance is administered by third party insurers and not by Sprint. If Customer selects TEP coverage, Sprint will charge Customer a monthly insurance premium and service contract fee per covered wireless Product, and Sprint will remit the insurance premium portion to the third party insurer on Customer's behalf. Insurance is not subject to any discounts. Insurance claims must be submitted directly to the third party insurer. Terms of TEP coverage are available at the point of sale or in subsequent communications. If Customer does not purchase TEP coverage, Sprint reserves the right to charge a fee for repair to malfunctioning wireless Products, regardless of the warranty period, and Customer will not be able to replace lost, stolen or non-repairable wireless Products without incurring costs. Customer may purchase the Equipment Replacement Program or the Equipment Service and Repair Program separately on a stand-alone basis.
- 6. WIRELESS PRODUCTS AND SERVICES POLICIES.**
- 6.1 Lost or Stolen Wireless Product Policy.** If Customer's wireless Product is lost or stolen, Customer must notify Sprint Customer Care promptly to deactivate the Product. Customer is responsible for all Wireless Service charges associated with the Product before Customer notifies Sprint of the loss or theft. Sprint may require that Customer provide evidence of the loss or theft (e.g., a police report or affidavit). If the wireless Product is later found, Sprint may require Customer to exchange the wireless Product for another wireless Product before reactivating Wireless Service and, in such cases, Sprint will provide a replacement wireless Product of similar quality at Sprint's expense.
- 6.2 Fraud Policy.** Sprint will notify Customer, and Customer will notify Sprint's Customer Care department promptly, of any suspected fraudulent use of wireless Products or Services. Customer will cooperate with Sprint in the investigation and resolution of the incident.
- 6.3 Location Based Services.** If Customer downloads or accesses Location Based Services through Sprint wireless Products and Services, Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of Customer's Product(s) pursuant to the terms of the Location Based Service purchased by Customer. Customer must clearly, conspicuously and regularly notify all of its Employees using Corporate-Liable Active Units upon which Customer has enabled Location Based Services that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. In addition, if Customer will be using Location Based Services to track or collect the location of end users that Customer knows, or reasonably should know, are under 13 years of age, Customer will be responsible for complying with all applicable notice and consent requirements in accordance with the Children's Online Privacy Protection Act (15 U.S.C. § 6501 *et seq.*) and any other applicable laws. **CUSTOMER WILL RELEASE SPRINT AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF CUSTOMER'S USE OF LOCATION BASED SERVICES AND CUSTOMER'S FAILURE TO NOTIFY CEND USERS OF CUSTOMER'S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON CORPORATE-LIABLE ACTIVE UNITS.** Location Based Services are not available on the Sprint 4G Network
- 6.4 Premium Services Policies.** In certain instances, subject to the terms of the content purchased, Sprint may delete Premium and non-Premium items downloaded to storage areas controlled by Sprint, including any pictures, games and other content. Sprint may impose a dollar or other limit on Customer's use of Premium Services in a specific timeframe (month, week, day, or other time period) based on Customer's credit.
- 6.5 Business Plans and Features.** Certain wireless Products require specific Business Plans for operation on the Sprint Networks or the Sprint 4G Network. Certain Business Plans, add-ons, features and equipment discounts may not be available on all wireless Products. More information is available by contacting Customer's Sprint Account Representative.

7. WIRELESS SERVICE LIMITATIONS.

- 7.1 Telephone Numbers and Portability.** Sprint may change the telephone number assigned to each Corporate-Liable Active Unit with reasonable prior notice for commercial reasons, such as fraud prevention, regulatory requirements and area code changes. Customer does not have any right of possession or title to any number, e-mail address or other identifier Sprint may assign to Customer's wireless Products or accounts. Customer may not modify, change or transfer any of these identifiers except as Sprint allows or as allowed for by law. Sprint will comply with any FCC-issued regulations that require Sprint to allow Customer to "port" or transfer its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on the Sprint Networks, Customer must provide information about the account with the other carrier, such as the account number, social security number or tax identification number, telephone number, 5 digit zip code and password, if applicable, and purchase wireless Products from Sprint. Until the port from the previous carrier is successful, the Sprint wireless Product will only be able to call 911 and Sprint Customer Care. Once the port is completed, Customer's old device will no longer work. However, due to system limitations and issues outside Sprint's control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful. If a transfer to Sprint is not successful, Customer may return any Sprint wireless Products within the return period to receive a credit, and Customer will lose or repay to Sprint any discounts or service credits provided with a returned Sprint wireless Product or cancelled Nextel Service or Sprint Service. If Customer transfers a number to another carrier before the end of any minimum term commitment, Customer may be subject to early termination fees.
- 7.2 TTY Access.** TTY-capable wireless Products (also known as TDD or Text Telephone) may not function effectively when attempting 911 calls due to the limitations of the answering agency. A TTY-capable wireless device should not be relied on for 911 calls.
- 7.3 Pay-Per-Call Services.** Sprint will not complete calls from any wireless Product to 900, 976 and similar numbers for pay-per-call services.
- 7.4 International Call Blocking.** Sprint will block international calling capability unless Customer expressly requests such capability for a Corporate-Liable Active Unit.
- 7.5 Caller ID.** Caller identification information may not be available for all incoming calls.
- 7.6 911 or Other Emergency Calls.** For 911 calls, an emergency responder's ability to locate Customer through wireless Products and Services may be affected by various factors, including but not limited to, the type of wireless Product used, lack of a GPS-enabled device, geography or other factors such as the porting process. In some areas and depending on the equipment deployed by the local public safety answering point ("PSAP"), 911 calls may be routed to a state patrol dispatcher instead of the local PSAP. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. Enhanced 911 ("E911") service that is compatible with FCC technical requirements is not available in all areas due to PSAP equipment capabilities. Customer consents to Sprint's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, Customer's name, address, number, and the location of the user of the Service at the time of call.
- 7.7 Use of Sprint Wireless Data Services.** For devices that allow multiple users to share one connection and subscription, the wireless performance may degrade as more users are added to the single device. Use of Sprint wireless data Services is subject to any storage, memory or other Product limitation. Network speeds (including, but not limited to, data delivery and latency rates) are estimates based on averages. Actual performance may vary, and no minimum speed is guaranteed. Wireless data Services may not be available when Roaming and are not currently available in certain portions of select market areas within the Sprint Networks. Customer acknowledges that use of certain wireless data Services, including some messaging services, may result in the disclosure to third parties of the user's email address and other information in connection with the user's Internet usage. As a result, Customer may receive advertising, warnings, alerts and other messages, including broadcast messages.
- 7.8 Prohibited Network Uses.**
- A. General.** Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited voice or data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation.
- (1) Examples of Prohibited Voice Uses.** Sprint wireless voice Services are provided solely for live dialogue between, and initiated by, individuals. Sprint wireless voice Services may not be used for any other purposes, including but not limited to: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals.
- (2) Examples of Prohibited Data Uses.** Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as

through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 300 MB/month while Roaming for a plan equal to or greater than 5GB/month in total or 100 MB/month while Roaming for a plan less than 5 GB/month in total, or (iii) a majority of kilobytes while Roaming; provided that Customer's Wireless Data Connection Devices on "unlimited" Business Plans will not be subject to the total data usage limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

B. Unlimited Use Plans. Unless specifically stated otherwise, wireless Products on "unlimited" Business Plans are subject to the Prohibited Network Uses in this section. Other Business Plan options for these types of Applications are available by contacting Customer's Sprint Account Representative.

7.9 Compatibility of Wireless Products and Services. Wireless Products may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Service Provider Affiliate networks or in connection with Roaming agreements. Sprint phones have a software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming. Information and eligibility requirements for obtaining the software program lock code for Customer's Sprint phones are available at www.sprint.com or by calling 1-888-211-4727. Sprint does not guarantee current or future compatibility of wireless Products or Services with third party products or Applications. Apparent compatibility or notice from Sprint of compatibility is not a Sprint endorsement of a third party product or Application. Unless otherwise stated in the Agreement, Sprint may, in its sole discretion and at any time, disable or discontinue use of any third party product or Application with the wireless Products or Services.

7.10 Technology Evolution.

A. In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or sunset certain offerings or technologies. In such event, Sprint will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly, Sprint reserves the right, in its sole discretion, after providing the notice set forth in Section 7.10.B, to: (1) migrate Customer to a replacement technology; or (2) discontinue any Product, Service, Business Plan, device or handset without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, Business Plan, device or handset.

B. If Sprint takes any action set forth in Section 7.10.A, Sprint will provide advance notice reasonably designed to inform each affected Customer of such pending action. The form of Sprint's notice may include without limitation, providing written notice to any address listed in the Agreement for Customer or any address Sprint uses for billing or as set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of Sprint's pending action.

7.11 Shutdown of the Nextel National Network. Sprint will cease operating the Nextel National Network on June 30, 2013. Beginning on **June 30, 2013**, Sprint will no longer support Nextel Services or Nextel Devices, and the terms and provisions of Customer's contract related solely to Nextel Services or Nextel Devices will no longer be applicable. For contracts with month-to-month or other renewal options for Nextel Services or Nextel Devices, Sprint does not consent to any renewals or extensions for Nextel Services or Nextel Devices that go beyond June 29, 2013. Devices impacted by the shutdown of the Nextel National Network include all Nextel-branded devices and machine-to-machine ("M2M") devices provided by Sprint that run on the Nextel National Network. The shutdown will also impact any non-Nextel branded devices or other solutions that operate using the Nextel National Network. In addition, the dual technology, Sprint-branded PowerSource devices that provide voice, text and data over the Nationwide Sprint Network and push-to-talk over the Nextel National Network will lose the push-to-talk functionality while retaining other capabilities.

7.12 Sprint 4G Disclosures. Unless otherwise noted in materials related to the device, (A) a Sprint 4G WiMax Device will not operate on the Sprint 4G LTE Network and (B) a Sprint 4G LTE Device will not operate on the Sprint 4G (WiMax) Network. The Sprint 4G (WiMax) Network and the Sprint 4G LTE Network support different devices and have different coverage areas and different performance levels. For further details, contact Customer's Sprint Account Representative.

8. LIMITATION OF LIABILITY FOR WIRELESS SERVICES PROBLEMS AND PRODUCTS FAILURES.

- 8.1 Conditions Affecting Wireless Service.** Sprint is not liable for (a) coverage and Wireless Service quality problems caused by atmospheric, geographic or topographic conditions or other conditions beyond Sprint's control including the failure of other service providers; (b) interruption and unavailability of Wireless Services due to coverage, capacity, Product failure or other limitations that may occur in the transmission or attempted transmission of Wireless Services; or (c) outages or Wireless Service disruptions occurring as a result of a public safety emergency.
- 8.2 Wireless Service Outages and Product Failures.** Notwithstanding anything to the contrary in the Agreement, Sprint's maximum liability for any loss or damage arising out of a Wireless Service outage or wireless Product failure is limited to: (a) a prorated portion of the applicable MRC based on the time period Wireless Services are not available, and (b) a refund of the net purchase price of affected wireless Products.
- 8.3 Coverage; Where Customer Device Will Work; Service Speeds.** Sprint coverage maps are available at Sprint authorized retail locations and at www.sprint.com. The specific network coverage Customer gets will depend on the radio transmissions Customer's device can pick up and Services Customer has chosen. Sprint coverage maps provide high-level estimates of Sprint coverage areas when using Services outdoors under optimal conditions. Coverage is not available everywhere. Coverage and Service speeds are not guaranteed. Network coverage, capacity or density is subject to change at Sprint's discretion without notice. Sprint reserves the right to discontinue a network standard or technology upon notice to impacted customers. Service speeds may depend on the Service purchased. Actual speeds will vary. Estimating wireless coverage, signal strength, and Service speed is not an exact science. There are gaps in coverage within Sprint estimated coverage areas that – along with other factors both within and beyond Sprint control (for example, network problems, network or internet congestion, software, signal strength, your device, structures, buildings, weather, geography, topography, server speeds of the websites Customer accesses, actions of third parties, etc.) – may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. Services that rely on location information, such as 911 and GPS navigation, depend on Customer's device's ability to acquire satellite signals (typically not available indoors) and network coverage. While Customer's device is receiving a software update, Customer may be unable to use its device in any manner until the software update is complete.

9. DEFINITIONS.

- 9.1 "Active Unit" or "Line"** means an active piece of wireless Product.
- 9.2 "Anytime Minutes"** means the voice minutes of use that are available in a Business Plan that may be used at anytime other than during Nights and Weekends.
- 9.3 "Applications"** include email, and data, information and other wireless Internet services.
- 9.4 "Business Plans"** means Sprint and Nextel wireless service plans for business customers. Certain Business Plan options are priced in the Agreement or Customer may select from any other available Business Plans, subject to the terms and pricing of that Business Plan.
- 9.5 "Corporate-Liable Active Unit" or "Customer Line"** means an Active Unit (a) activated by Customer for Customer's end use, (b) enrolled in a Business Plan, and (c) for which Customer is financially liable.
- 9.6 "Domestic Roaming"** means Roaming on networks within the United States, Puerto Rico and U.S. Virgin Islands where Sprint has a roaming relationship with the carrier.
- 9.7 "Employee"** means a person in the service of Customer and from whom Customer withholds FICA (Federal Insurance Contributions Act) contributions from such person's gross pay.
- 9.8 "Individual-Liable Active Unit" or "Employee Line"** means an Active Unit activated by an Employee and for which the Employee is financially responsible.
- 9.9 "Location Based Service"** means any Service or Application that uses, accesses, tracks or discloses the location of an Active Unit.
- 9.10 "MRC"** means monthly recurring charge.
- 9.11 "Nationwide Sprint Network"** means the Sprint-owned or controlled CDMA/1xrtt wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 9.12 "Nextel Device"** means a Product that uses the Nextel National Network for Nextel Direct Connect service, including a PowerSource device.
- 9.13 "Nextel National Network"** means the Sprint-owned or controlled iDEN wireless network, including network owned or controlled by Nextel affiliates or partners, used by Sprint to provide Nextel Services.
- 9.14 "Nextel Services"** means wireless Services provided by Sprint on the Nextel National Network using iDEN technology.
- 9.15 "Nights and Weekends"** means Monday through Thursday 9:00 p.m. to 7:00 a.m. and Friday 9:00 p.m. to Monday 7:00 a.m., unless either the Nights and Weekends at 6pm option or Nights and Weekends at 7pm option is selected. **"Nights**

and Weekends at 6pm" means Monday through Thursday 6:00 p.m. to 7:00 a.m. and Friday 6:00 p.m. to Monday 7:00 a.m. **"Nights and Weekends at 7pm**" means Monday through Thursday 7:00 p.m. to 7:00 a.m. and Friday 7:00 p.m. to Monday 7:00 a.m. The time used to determine Nights and Weekends eligibility is the local time where the wireless Product is located when an inbound or outbound call originates.

- 9.16 **"Premium Services"** means downloads and Applications, such as games, ringers and screen savers, available through wireless data Services that are above and beyond basic data usage.
- 9.17 **"Roaming"** means voice or data service provided on another wireless carrier's network through agreements established by Sprint.
- 9.18 **"Smartphone"** is a wireless Product designated by Sprint as a Smartphone, with an advanced operating system, that offers more advanced computing ability and connectivity than a traditional feature phone.
- 9.19 **"Sprint 3G Network"** means the Sprint-owned or controlled CDMA/EV-DO wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 9.20 **"Sprint 4G LTE Device"** means a wireless Product sold or provided by Sprint, Sprint Affiliates or Sprint partners that is capable of operating on the Sprint 4G LTE Network.
- 9.21 **"Sprint 4G LTE Network"** means a wireless network based on the standards for LTE developed by the 3rd Generation Partnership Project (3GPP), or successor technologies, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.
- 9.22 **"Sprint 4G Network"** means a wideband OFDM technology that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners. References to the "Sprint 4G Network" include the Sprint 4G LTE Network, the Sprint 4G (WiMax) Network and/or successor networks, as applicable.
- 9.23 **"Sprint 4G Services"** means functionality provided by Sprint that either provides data transport on the Sprint 4G Network or allows for the use of Applications related to the Sprint 4G Network.
- 9.24 **"Sprint 4G WiMax Device"** means a wireless Product sold or provided by Sprint, Sprint Affiliates or Sprint partners that is capable of operating on the Sprint 4G (WiMax) Network.
- 9.25 **"Sprint 4G (WiMax) Network"** means a wireless network based on the 802.16 series of standards developed by the IEEE 802 LAN/MAN Standards Committee, or successor technologies, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.
- 9.26 **"Sprint Device"** means a Product that uses the Nationwide Sprint Network, Sprint 3G Network, or Sprint 4G Network, excluding Nextel Devices and PowerSource devices.
- 9.27 **"Sprint Direct Connect Device"** means a Product that uses the Sprint 3G Network for Sprint® Direct Connect® service.
- 9.28 **"Sprint Networks"** includes the Nationwide Sprint Network, the Sprint 3G Network, and the Nextel National Network.
- 9.29 **"Sprint Service Provider Affiliate"** means an entity that has entered into an arrangement with Sprint to construct wireless network coverage, perform operational functions in defined geographic areas, and provide mobile wireless telecommunications products and services under the "Sprint" service marks or any other service marks subsequently used by Sprint. **"Sprint Service Provider Affiliate Market"** means the regions of the United States covered by Sprint Service Provider Affiliates.
- 9.30 **"Sprint Services"** means wireless Services provided by Sprint and authorized Sprint Service Provider Affiliates on the Nationwide Sprint Network or Sprint 3G Network using CDMA technology.
- 9.31 **"Wireless Data Connection Device"** means a mobile broadband card, USB modem, embedded modem, or a phone using phone as modem or mobile hotspot as part of its Business Plan.
- 9.32 **"Wireless Services"** includes Nextel Services, Sprint Services and Sprint 4G Services.

Amendment 5 – Effective 09/02/2014

1. **The Agreement is amended in Contractor's Bid dated March 25, 2009, Section 4 ("Sprint's Cost Proposal"), Attachment A ("Wireless Services Team and Discount"), Section 1 ("Term") by adding the following language to the end of Section 1:**

The parties agree to add a third Renewal Term to the Agreement for a period of 6 months, with the third Renewal Term beginning October 1, 2014 and expiring on April 30, 2015. The Agreement may be extended beyond April 30, 2015 upon the mutual written agreement of both parties.

Amendment 6 – Effective March 26, 2015

1. The Agreement is amended in Contractor's Bid dated March 25, 2009, Section 4 ("Sprint's Cost Proposal"), Attachment A ("Wireless Services Team and Discount"), Section 1 ("Term") by adding the following language to the end of Section 1:

The parties agree to add a fourth Renewal Term to the Agreement for a period of 6 months, with the fourth Renewal Term beginning May 1, 2015 and expiring on October 31, 2015.

Amendment 7 – Effective April 29, 2015

1. The State is signing a Participating Addendum with Sprint for the new WSCA Wireless Communication Services and Equipment S1907.

Amendment 8 – Effective September 10, 2015

1. Sales and Support contact information updated to correct Aaron Hughes' phone number.

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement with Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."