

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

**MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.
Nevada Contract Number: 1907
(hereinafter "Contractor")
And
STATE OF LOUISIANA
(hereinafter "Participating State")
State Contract Number 406602**

1. Scope/Background:

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

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

2. Participation:

All state agencies and local government entities, institutions of higher education school districts and authorized non-profits located in the State of Louisiana who are authorized by the State of Louisiana statutes to utilize contracts.

3. Term:

The term of this Contract shall be effective upon the date of final execution by the Participating State ("Effective Date") through October 31, 2016 ("Initial Term"), unless otherwise terminated in accordance with the termination provisions of the Master Service Agreement. The Contract may be mutually renewed for an additional two (2) year period beyond the Initial Term.

3. Changes:

A. Governing Law. Section 44 ("Governing Law: Jurisdiction") of the Master Service Agreement is supplemented with the following:

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

B. Payment. Section 12 ("Payment") of the Master Service Agreement is hereby deleted and replaced with the following language:

All payments shall be submitted to the Contractor at the address shown on the invoice. Payment shall be tendered to the Contractor within thirty (30) days after receipt of an undisputed invoice.

Interest due for late payments shall be in accordance with Louisiana Revised Statutes 39:1695 and 13:4202.

The State of Louisiana has implemented a purchasing card program, "LaCarte", using the Visa platform. Vendors may receive payment from State Agencies by the procurement card in the same manner as other Visa purchases. "LaCarte" acceptance is not mandatory nor will it be the exclusive method of payment. As the Participating State continues to roll out the program, it may become a preferred method of payment.

A purchase order will not be issued for purchases paid by the "LaCarte" procurement card – VISA. All terms and conditions of the Contract will apply to the credit card purchases.

The orders must be placed against the Contract net discounted prices.

The Contractor must keep on file a record of all orders for purchases paid by the "LaCarte" procurement card – VISA, issued against this Contract during the Contract period where a purchase order was not issued.

C. Reports. Contractor shall submit quarterly reports ("Quarterly Report") to the Participating State Contracts Manager. Initiation and submission of the Quarterly Report to the Participating State is the responsibility of the Contractor without prompting or notification by the Participating State Contracts Manager. The due dates of each Quarterly Report are 45 calendar days after the end of each quarter as follows:

1st quarter – January – March – due by May 15th

2nd quarter – April – June – due by August 15th

3rd quarter – July – September – due by November 15th

4th quarter – October – December – due by February 15th

The Quarterly Report shall identify: Billing Account Numbers (BAN), total subscribers and total Eligible MRCs for all authorized entities under the Contract.

D. New Equipment. Except as provided herein, Sprint will only provide new BlackBerry equipment, or comparable device type, under this Contract. Equipment returned within thirty (30) days of purchase or malfunction shall be replaced with new equipment if it is determined that the equipment is replaceable under warranty. Any equipment, including Blackberry devices, older than thirty (30) days that require repair or replacement through Contractor's service and repair center may be refurbished.

E. Waiving of Fees. Contractor does hereby agree to waive any and all activation fee(s), cancellation fee(s), and early termination fee(s) for CL Accounts. There are some fees that the FCC permits wireless carriers to pass through to the Customer. Sprint may adjust or impose fees, charges or surcharges onto the Customer to recover amounts that are required by governmental or quasi-governmental authorities to collect on their behalf, or to pay to others in support of statutory or regulatory programs. The programs associated with these charges include but are not limited to, state and federal Universal Service Funds, E911. Cost recovery charges are not taxes or government required charges.

F. Termination for Non-Appropriation of Funds. The continuation of this Contract is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of the Contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated ("Termination for Non-appropriation"). Following Termination for Non-appropriation, the Participating State will not be obligated for payments for any fiscal period after the effective date of termination. The Participating State shall make a commercially reasonable effort to provide Contractor with written notice of any termination for non-appropriation at least 30 days before the effective date of the termination. At Contractor's request, the Participating State will provide supplemental documentation regarding the non-appropriation of funds.

Contractor should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

G. Lease Agreements. No Leasing is authorized under this Contract.

H. Amendments. Amendments to the Master Service Agreement will be applicable to this Contract. Contractor's sales representative shall notify the Participating State of Amendments to the Master Service Agreement. The Participating State reserves the right to modify any changes to the Contract as a result of an Amendment to the Master Service Agreement that are in conflict with Louisiana Revised Statutes upon mutual written agreement between the parties. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

I. Audit of Records. Section 20 ("Inspection & Audit"), paragraph c ("Period of Retention") of the Master Service Agreement is hereby deleted and replaced with the following language:

The State Legislative auditor, federal auditors and internal auditors of the Participating State, or others so designated by the Participating State, shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available upon prior written notice at Contractor's business offices during normal working hours for this purpose.

J. Website Development and Maintenance. The State of Louisiana Website Internet Catalog Purchasing Information (REV: 11/11/05) is incorporated into this Contract. In the event the referenced Louisiana Procedure and the Master Service Agreement conflict, the Louisiana Procedure will prevail. These State of Louisiana Website Internet Catalog Purchasing Information requirements are optional to this Contract.

K. Contract Controversies. Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

L. Assignment. Section 30 ("Assignment/Delegation") of the Master Services Agreement is supplemented with the following:

Neither party shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Participating State.

M. Louisiana Pricing Schedule ("LAPS") Contract. This Contract has been designated as a Louisiana Pricing Schedule ("LAPS") contract and LAC 34.I.1709 must be followed by Louisiana purchasing entities utilizing the Contract.

5. Primary Contacts:

The primary contact individuals for this Contract are as follows (or their named successors):

Lead State

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

Contractor

Name	Gray Sigler
Address	See Secondary Contact below for correspondence. (If an address is needed, use Sprint Contract Manager)
Telephone	775-450-2916
Fax	See Secondary Contact
E-mail	Gray.r.Sigler@sprint.com

Contractor (Secondary Contact)

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

Participating State

Name	Felicia Sonnier, Assistant Director
Address	1201 North Third Street, Suite 2-160 Office of State Purchasing & Travel Baton Rouge, LA 70804-9095
Telephone	225-342-8029
Fax	225-342-8688
E-mail	felicia.sonnier@la.gov

6. [Purposely Left Blank.]

7. Purchase Order Instructions:

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

8. Price Agreement Number:

All purchase orders or Sprint approved funding documents issued by purchasing entities within the jurisdiction of this Contract shall include the Participating State contract number: **406602** and the Lead State price agreement number: **1907**.

This Contract and the Master Service Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Contract and the Master Service Agreement, together with its exhibits, shall not be added to or incorporated into this Contract or the Master Service Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Contract and its exhibits shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Service Agreement as to the Participating State and any Buyers under this Contract ONLY, and shall otherwise have no impact on the Master Service Agreement and its exhibits.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):

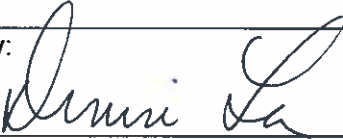
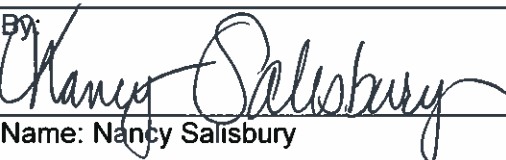
If or when contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds. Ordering entity is responsible for informing contractor in writing prior to ARRA funds being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Contract, is

not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

10. Sprint Approved Funding Document:

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

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

STATE OF LOUISIANA:	SPRINT SOLUTIONS, INC.
By: 	By: 
Name: Denise Lea	Name: Nancy Salisbury
Title: Director of State Purchasing	Title: Regional Vice President
Date: 8/10/12	Date: 8-7-12

Sprint — Approved as to Legal Form
HRF 1 Aug 12

EXHIBIT A – FUNDING DOCUMENT

[INSERT TEMPLATE BELOW TO AGENCY/ENTITY LETTERHEAD]

<Date>

<Agency Name>

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

<Street Address>

<City>, <State> <ZIP Code>

<Insert Phone Number>

<Email>

Dear <Insert Sprint Sales Rep Name>,

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

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

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

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

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

Sprint
12502 Sunrise Valley Drive
Mailstop: VARESA0208
Reston, VA 20196
Attn: Public Sector Contracts Manager

Sincerely,

<Sign Name, Title>