

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2017
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.
Nevada Contract Number: 1907
(hereinafter "Contractor")
And
State of Missouri
(hereinafter "Participating State/Participating Entity")

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

This Participating Addendum (the "Addendum"), dated the date the last party signs ("Effective Date"), covers the WIRELESS SERVICES led by the State of Nevada for use by political subdivisions and public universities of the State of Missouri ("Participating State"). State Agencies governed by Chapter 34 RSMo are specifically prohibited from using this Addendum unless specifically authorized by the Director of the Division of Purchasing and Materials Management for the State of Missouri. This Addendum is a separate agreement between the Participating State and the Contractor entered into under the terms and conditions of the Master Service Agreement except as modified herein.

2. Participation: Unless specifically prohibited by state statutes, political subdivisions, authorized non-profits and public universities authorized by Missouri's statutes are authorized to purchase products and services under this Addendum. Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing and Materials Management for the State of Missouri.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision and authorized non-profit, acting as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Addendum, each agency, political subdivision and authorized non-profit will be responsible to follow the terms and conditions of the Master Service Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Service Agreement. Each agency, political subdivision and authorized non-profit will be responsible for their own charges, fees, and liabilities. Each agency, political subdivision and authorized non-profit will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The contractor will apply the charges to each Participating Entity individually.

3. Participating State/Participating Entity Modifications or Additions to Master Service Agreement:

No Changes Required.

4. [Purposely Left Blank.]

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5. Primary Contacts: The primary contact individuals for this Addendum 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 Contract)

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

Participating State/Participating Entity

Name	Brent Dixon
Address	P.O. Box 809, Jefferson City, MO 65102
Telephone	573-751-4903
Fax	573-526-9816
E-mail	Brent.dixon@oa.mo.gov

6. [Purposely Left Blank.]

7. Purchase Order Instructions:

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As a pre-condition to ordering Sprint services and equipment, Sprint shall in its discretion require political subdivisions and authorized non-profits to provide a Purchase Order or other approved Sprint funding document. 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) (3) Purchase order amount.

8. Price Agreement Number:

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

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

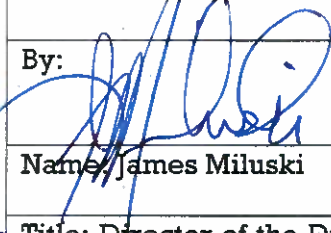
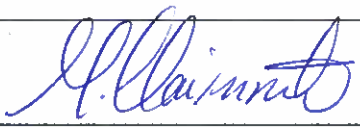
9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds.. Ordering entity is responsible for informing contractor in writing prior to ARRA funds being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

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

Participating State/Participating Entity: State of Missouri	Contractor: Sprint Solutions, Inc.
By: 	By: 
Name: James Miluski	Name: Michaela Clairmonte
Title: Director of the Division of Purchasing and Materials Management	Title: Manager - Contract Negotiations & Management
Date: 8/22/12	Date: 9/7/2012

[Additional signatures as required by Participating State/Participating Entity]

Approved by
Public Sector Legal
as to legal form

KAC 9-7-12