

**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

COMMONWEALTH OF KENTUCKY
(hereinafter "Participating State")

Commonwealth of Kentucky Contract Number: MA 758 130000622

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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 Non-Executive Branch State Agencies, political subdivisions and authorized non-profits located in the Participating State authorized to utilize the Master Service Agreement. Executive Branch Agencies (as indicated in the following web link

<http://opendoor.ky.gov/accountability/gengov/Pages/executive.aspx>) may not utilize this Addendum unless approval is granted by the Commonwealth Office of Technology through the Wireless Exception Process. This Addendum is a separate agreement between the Participating State and the Contractor entered into under the terms and conditions of the Master Service Agreement except as modified herein.

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

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

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

(These modifications or additions apply only to actions and relationships within the Participating State.)

3.1 Authorized Participating Entities. The Commonwealth hereby designates Non-Executive Branch State Agencies and political subdivisions and authorized non-profits located in the Participating State as the ONLY authorized Participating Entities under this Participating Addendum. Executive Branch State Agencies are not permitted to use this Addendum unless an approval is granted by the Commonwealth's Office of Technology (COT) through Wireless Exceptions Process. If the Contractor enters into an agreement or accepts an Order with an Executive Branch State Agency that has not been granted approval as indicated above, the Commonwealth reserves the right to terminate this Addendum for convenience in its entirety pursuant to Section 4 of the Master Service Agreement.

If authorized Participating Entities (Non-Executive Branch Agencies, political subdivisions and authorized non-profits and Executive Branch Agencies with approval) possess an existing telephone from another service provider, the Contractor shall port the existing telephone number to the Contractor's wireless devices. Contractor is not able to transition equipment from another service provider for use on the Contractor's networks.

3.2 Discount. Employees of the Participating Entities will be eligible to participate with Contractor to obtain eligible employees' participation in the IL Discount available for all IL Accounts.

3.3 Summary Report. Contractor will provide a Quarterly Usage Summary Report ("Summary Report") on a quarterly basis 30 calendar days after the end of each quarter (i.e., April 30, July 30, October 30, January 30). The Summary Report shall identify: Billing Account Numbers (BAN), total subscribers, total Eligible MRCs.

4. [Purposely Left Blank.]

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

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Lead State

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

Contractor

Name	Jeffrey Van Meter
Address	307 N. Hurstbourne Lane, Suite 100, Louisville, KY 40222
Telephone	502-495-8981
Fax	502-253-5902
E-mail	Jeffrey.VanMeter@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	Jim Barnhart, Deputy Commissioner, Commonwealth Office of Technology (COT)
Address	101 Cold Harbor Drive, Frankfort, KY 40601
Telephone	502-564-7777
Fax	
E-mail	Jim.barnhart@ky.gov

6. [Purposely Left Blank.]

7. Purchase Order Instructions:

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

8. Price Agreement Number:

All purchase orders or Sprint approved funding documents issued by purchasing entities within the jurisdiction of this Addendum shall include the Participating State contract number: MA 758 1300000622 and the Lead State price agreement number: 1907.

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

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

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recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

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

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

COMMONWEALTH OF KENTUCKY:	SPRINT SOLUTIONS, INC.:
By: <i>Steve Rucker</i>	By: <i>Kimberly Green Kerr</i>
Name: <i>STEVE RUCKER</i>	Name: Kimberly Green - Kerr
Title: <i>Deputy Secretary</i>	Title: Regional Vice President
Date: <i>1-16-13</i>	Date: <i>1/15/13</i>

Sprint — Approved
as to Legal Form

MRB -11 Jan 2013

EXHIBIT A – FUNDING DOCUMENT

[INSERT TEMPLATE BELOW TO BUYER/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 Commonwealth of Kentucky, Participating State Contract Number MA758 1300000622**.

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 Commonwealth of Kentucky**; 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>