



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

SPRINT SOLUTIONS INC
DBA SPRINT
6500 SPRINT PKWY
MS HL-5AFTX
OVERLAND PARK, KS 66251
United States

Amendment Date: 09-DEC-15
Original Award Date: 10-DEC-12
Buyer: D Cadoret
Phone #:
FOB: Destination
Terms: NET 30
Vendor # 30199

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 2 Award Number 3304617 Effective Period 10-DEC-12 - 10-DEC-16	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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MPA 299 CELLULAR PHONE SERVICE

Description			Bid Number	Change Order Req#	
MPA 299 CELLULAR PHONE SERVICE			7449214	N/A	
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3304617 ORIGINAL CONTRACT DATES: 12/10/2012 - 12/10/2015 REVISED CONTRACT DATES: 12/10/2012 - 12/10/2016 THE STATE IS EXERCISING THE SECOND ONE YEAR RENEWAL AS PER ORIGINAL BID SPECIFICATIONS.			

STATE PURCHASING AGENT

Nancy R. McIntyre



Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

SPRINT SOLUTIONS INC
6500 SPRINT PKWY
MS HL-5AFTX
OVERLAND PARK, KS 66251
United States

MPA 299 CELLULAR PHONE SERVICE	
Award Number 3304617	Effective Period: 10-DEC-12 - 10-DEC-14

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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Date: 10-DEC-12
Buyer: D Cadoret
Shipping: Paid
Terms: NET 30
Vendor#: 30199

I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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Department	Type of Requisition	Bid Number 7449214	Requisition Number
		XXX	

12/10/12 - 12/10/14

CELLULAR PHONE SERVICE - MPA #299

MAY BE EXTENDED UPON THE MUTUAL AGREEMENT OF BOTH PARTIES FOR UP TO TWO (2) CONSECUTIVE 12-MONTH PERIODS.

ALL EXECUTIVE BRANCH / AGENCIES ORDERS MUST BE PLACED THROUGH:

MICHAEL LOMBARDI
(T) 401-462-4702
(F) 401-462-4721
MICHAEL.LOMBARDI@DOIT.RI.GOV

MAUREEN COLLARD
(T) 401-462-2940
MAUREEN.COLLARD@DOIT.RI.GOV

PER PUBLIC BID #7449214 OPENED 12/12/2011

AGENCY CONTACT:
MIKE LOMBARDI - (401) 462-4702
MAUREEN COLLARD - (401) 462-2940

SUPPLIER CONTACT:
MARK ZURCHER - (781) 883-7747

STATE PURCHASING AGENT
Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements

PURCHASES



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

Memorandum

To: All Executive Branch Departments/Agencies
From: Lorraine A. Hynes, Purchasing Agent
Subject: Executive Branch Cellular Telephone and Wireless Broadband Services
Date: December 12, 2012

Master Price Agreement 299 entitled "Cellular Telephone and Wireless Broadband Service" has been dually awarded to Sprint Solutions Inc. and Verizon Wireless. However, be advised that **Sprint Solutions Inc.** has offered the lowest cost and therefore the greatest economic benefit to the State. As a result, all executive branch departments/agencies shall be required to utilize Sprint Solutions Inc. for these services, unless an exception is granted by the Information Technology CIO. To apply for an exception, an executive branch department/ agency desiring to establish or extend current services from Verizon Wireless must submit a written justification to Michael Lombardi and Maureen Collard.

Any questions pertaining to this memorandum should be directed to:

Michael Lombardi
Telephone: 401-462-4702
Fax: 401-462-4721
Email: Michael.lombardi@doit.ri.gov

Maureen Collard
Telephone: 401-462-2940
Email: Maureen.collard@doit.ri.gov

GOVERNMENT WIRELESS SERVICES AGREEMENT

THIS GOVERNMENT WIRELESS SERVICES AGREEMENT ("Agreement") is made between **Sprint Solutions, Inc.** as contracting agent for the affiliated Sprint and Nextel entities providing the Products and Services ("**Sprint**") and **STATE OF RHODE ISLAND**, by and through the **DIVISION OF PURCHASES**, on behalf of the Division of Information Technology ("**Customer**") or ("**State**").

1. GENERAL.

1.1 Eligibility. The terms and conditions of this Agreement have been customized for federal, state, and local government entities and agencies. Sprint defines "government entities and agencies" as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges. Sprint recognizes that under certain circumstances, non-governmental entities may be permitted to purchase Products and Services under this Agreement. For non-governmental entities, Sprint may limit the applicability of any contractual provisions specifically based on governmental rights and privileges.

1.2 Rates and Conditions Website. Customer's use of Sprint Products or Services is also governed by the applicable Product and Service annexes attached to this Agreement and posted at <http://www.sprint.com/ratesandconditions>.

1.3 Order of Precedence. The following documents are hereby incorporated by reference and the order of precedence shall be:

- 1) This Agreement, including all relevant attachments;
- 2) Sprint response dated December 12, 2011 and Additional Information Response ("Additional Information Response") dated June 8, 2012 (together the "Response");
- 3) RFQ #7449214 titled "Cellular Phone Service - MPA 299" dated November 8, 2011, Addendum 1 dated November 22, 2011 and Addendum 2 dated December 7, 2011 and Additional Information Request ("Additional Information Request") dated June 6, 2012 (together "RFQ");
- 4) the State's Purchasing Act, the State Purchasing Regulations and the State of Rhode Island Office of Purchases General Conditions of Purchase; and
- 5) any Service Level Agreements.

1.4 Resale. Customer acknowledges and agrees that this is a retail purchase agreement for use only by Customer and its other Sprint-authorized end users as set forth in this Agreement. Customer may not resell or lease wireless Products and Services under this Agreement. Notwithstanding the foregoing, Customer may participate in the Sprint Wireless Recycling Program.

1.5 Additional Purchasers. Customer authorizes all governmental entities and political subdivisions within the State of Rhode Island including local agencies, municipalities, counties, public healthcare agencies, public utilities, public municipal or regional school districts, and public institutions of higher education ("Additional Purchasers") to participate in this Agreement to obtain Sprint Products and Services at the same prices terms and conditions through the issuance of purchase orders and without further formal agreement. Sprint Products and Services furnished to the Additional Purchasers will be ordered and billed directly to and paid for by the respective Additional Purchaser. The Customer does not assume any responsibility for payments or breach of contract by the Additional Purchaser.

2. TERM. This Agreement is binding once signed by both parties. The term of the Agreement is twenty-four (24) months ("**Term**"), beginning on the Effective Date. The term may be extended upon the mutual written agreement of both parties for up to two consecutive 12 month periods

3. ATTACHMENTS. The following attachments are incorporated into this Agreement by reference:

- Attachment A: Wireless Services Term and Volume Discount
- Attachment A-1: Nextel National Network Business Plans & Policies
- Attachment A-2: Sprint PCS Services Business Plans & Policies
- Attachment B: Wireless Services Product Annex
- Attachment C: Emergency Response Team Go-Kit Product Annex

4. ORDERS AND CHARGES.

4.1 Orders.

- A. Rates.** During the Term, Customer will pay Sprint the rates and charges for Products or Services as set forth in this Agreement. Sprint shall provide the Products or Services as set forth in this Agreement.
- B.** All purchases by Customer must be authorized by a RI Division of Purchases' Purchase Order or Change Order pursuant to this Agreement. All requests for new service, changes to existing services, termination of service or

repairs must be processed through the Telecommunications Office by Customer's Designated Representative in Paragraph 21.9 Notices below. Individuals or agencies are not authorized to deal directly with Sprint unless an individual or agency has been specifically authorized in writing by the Telecommunications Office to deal directly with Sprint.

- C. Issuance and Acceptance.** Only persons authorized by Customer will issue Orders under the Agreement. Sprint may accept an Order by (1) signing and returning a copy of the Order to Customer; (2) delivering any of the Products or Services ordered; (3) informing Customer of the commencement of performance; or (4) returning an acknowledgment of the Order to Customer.
- D. Cancellation or Rejection.** Customer may cancel an Order at any time before Sprint ships the Order or begins performance, but Customer must pay any actual costs incurred by Sprint due to Customer's cancellation. Sprint may reject or cancel an Order in writing to the Customer for any reason, including Customer's negative payment history with Sprint, failure to meet Sprint's ongoing credit approval, or limited availability of the Product or Service ordered. Sprint will notify Customer of rejected or canceled Orders.
- E. Customer Purchase Orders.** Customer purchase orders are binding only upon acceptance in writing by Sprint. The terms and conditions in any Customer-issued purchase order accepted by Sprint will have no force or effect other than to denote quantity, the Products or Services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.

4.2 Fixed Rates and Percentage Discounts. The rates and discounts identified in the pricing Attachments will remain fixed for the Term (unless stated otherwise in the applicable Attachment). Rates and discounts not fixed in the pricing Attachments will be based on the then-current list price at the time of purchase. If pricing in this Agreement is stated only as a percentage discount off a rate or price appearing in a referenced price list, the percentage discount is fixed for the Term, but Sprint may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice.

4.3 Rate Adjustments. Sprint may impose on Customer additional regulatory fees, administrative charges; and charges, fees or surcharges, as listed in its Additional Information Response dated June 8, 2012 for the costs Sprint incurs in complying with governmental programs. These fees, charges or surcharges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC") or Gross Receipts surcharges. If the Federal Communications Commission ("FCC") requires that Sprint contribute to the Universal Service Fund ("USF") based on interstate revenues derived from services that Sprint in good faith has treated as exempt, including but not limited to, information services, Sprint will invoice Customer the CUSC for such Services beginning on the date established by the FCC as the date such Services became subject to USF contributions. The amount of the fees and charges imposed may vary. The Government Taxes and Fees and/or Sprint surcharges and their respective rates are subject to change at any time. The applicability of the specified services of Government Taxes and fees and Sprint Surcharges, as well as additional Government Taxes and Fees and Sprint Surcharges, not listed or not in existence at this time, is subject to change without warning or notification.

4.4 Taxes.

- A. Taxes Not Included.** Sprint's rates and charges for Products and Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on, or based upon, the provision, sale or use of Products or Services. Additional information on the taxes, fees, charges, and surcharges collected by Sprint is posted on the Rates and Conditions Website. The Government Taxes and Fees and/or Sprint surcharges and their respective rates are subject to change at any time. The interpretation of state and local tax laws is subject to change at all times. The applicability of the specified services of Government Taxes and fees and Sprint Surcharges, as well as additional Government Taxes and Fees and Sprint Surcharges, not listed or not in existence at this time, is subject to change without warning or notification.
- B. Withholding Taxes.** Notwithstanding any other provision of this Agreement, if a jurisdiction in which Customer conducts business requires Customer to deduct or withhold separate taxes from any amount due to Sprint, Customer must notify Sprint in writing. Sprint will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to Sprint will not be less than the amount Sprint would have received without the required deduction or withholding.
- C. Tax Exemptions and Exclusions.** Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer and statutory exemptions and will not bill Customer for any such exempted taxes. Customer will not be responsible for payment of Sprint's direct income and employment taxes.

5. BILLING AND PAYMENT.

5.1 Invoicing.

- A. Commencement of Invoicing.** Sprint may begin invoicing Customer in full for non-recurring and recurring charges on the the date the Products or Services are installed or delivered and made available.
- B. Delays.** If Sprint cannot install or make available the Product or Service by the delivery date specified in the Order due to a Customer-caused delay, Sprint may bill Customer as of the delivery date specified in the Order, or if no date is specified, any time 30 days or more after the Effective Date.

- C. Timing.** In general, for recurring Services, Sprint bills fixed recurring Service charges in advance and usage-based charges in arrears.
- 5.2 Payment Terms.** Sprint will invoice Customer, and Customer will pay Sprint, in United States dollars (USD), unless otherwise mutually agreed in writing by the parties. Invoices and backup shall be submitted in the form required by the RFQ and contained in the Response. Customer shall make payment after receipt of an approved invoice in accordance with R.I. Gen. Laws Title 42, Chapter 11.1. Sprint's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. If Customer elects to participate in the Preferred Pay Program, Customer will remit payment using cash, check, or electronic funds transfer.
- 5.3 Disputed Charges.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer (A) makes timely payment of all undisputed charges; and (B) within 60 days of the due date, provides Sprint with a written explanation of Customer's reasons for disputing the charge. Customer must cooperate with Sprint to resolve promptly any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify Customer and, within 60 business days of receiving notice, Customer must pay the charge or invoke the dispute resolution process in this Agreement. If Sprint determines in good faith, that the disputed charge is invalid, Sprint will credit Customer for the invalid charge.
- 5.4 Repayment of Credits or Waived Charges.** If, before the end of the Term, Sprint terminates an Order, a Service or the Agreement due to Customer's material breach, or Customer terminates a Service or the Agreement (unless due to Sprint's material breach), Customer will repay Sprint a pro rata portion of any credits issued or charges waived, based upon the number of months remaining in the Term at the time of termination.
- 6. CREDIT APPROVAL FOR NON-GOVERNMENTAL ENTITIES.** Sprint's provision of Products and Services to non-governmental entities is subject to Sprint credit approval. If a non-governmental entity's financial circumstances or payment history becomes reasonably unacceptable to Sprint during the Term, Sprint may require adequate assurance of future payment as a condition of continuing Service. Sprint may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.
- 7. WARRANTIES.** EXCEPT AS, AND ONLY TO THE EXTENT, EXPRESSLY PROVIDED IN THIS AGREEMENT, RFQ, RESPONSE OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE.
- 8. EQUIPMENT AND SOFTWARE.**
- 8.1 Third Party Equipment or Software.** Customer is responsible for any items not provided by Sprint (including but not limited to equipment or software) that impair Product or Service quality. Upon notice from Sprint of an impairment, Customer will promptly cure the problem. Customer will continue to pay Sprint for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the Sprint's network by Sprint or third parties, Sprint, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although Sprint will provide advance notice where practical. At Customer's request, Sprint will troubleshoot the impairment at Sprint's then-current time and materials rates. Sprint is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by Sprint to become obsolete, require alteration, or perform at lower levels.
- 8.2 Products.** Sprint does not manufacture Products and, except as provided in this Agreement, is not responsible for the acts or omissions of the original equipment manufacturer.
- 8.3 Software License.**
- A. Licensing Requirements.** Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. **Software licensing terms and conditions of Sprint's software vendors are provided by Sprint or posted at www.sprint.com/ratesandconditions or otherwise provided to Customer through click or shrinkwrap agreements.** Sprint may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.
- B. Prohibitions.** Customer is not granted any right to use any software on behalf of third parties or for time share or service bureau activities. No rights are granted to source code and Customer may not reverse engineer, decompile, modify, or enhance any software. Subject to the terms and conditions in the licensing requirements subsection above, Sprint or its suppliers retain title and property rights to Sprint-provided software. Upon termination or expiration of this Agreement or the applicable Service, any applicable software license will terminate and Customer will surrender and immediately return the Sprint-provided software to Sprint; provided that Customer is not required to return the software embedded in Products sold to Customer under this Agreement and is granted a perpetual, fully paid license to use the software.
- 8.4 Title to Equipment.** Sprint or its suppliers retain title and property rights to Sprint-provided equipment (excluding equipment sold to Customer under this Agreement). Upon termination or expiration of the Agreement or the applicable

Service, Customer will surrender and immediately return the Sprint-provided software to Sprint; provided that Customer is not required to return the software embedded in Products sold to Customer under this Agreement.

9. USE OF NAME, SERVICE MARKS, TRADEMARKS. Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent. Notwithstanding the foregoing and subject to Customer's written consent with respect to each use, Sprint may use the Customer's name and contact information as a customer reference and may illustrate in a press release, advertising or written or video testimonial the applications and corresponding business benefit of the solution delivered by Sprint.

10. LAWS, REGULATIONS, ORDINANCES and STANDARD PRACTICES.

10.1 Throughout the Term, Sprint shall perform the Services and provide the Products hereunder in compliance with any and all applicable federal, State and local laws, policies, procedures and regulations in effect at the time the Products are furnished and the Services are performed and in accordance with any and all reasonable rules or policies of the Customer relative to its property or building security provided to Sprint by Customer.

10.2 Throughout the term, Sprint also agrees to comply with the State's Division of Information Technology's ("DoIT") then current policies, procedures and regulations including, but not limited to, the Acceptable Use Policy and to the extent applicable. Such policies, procedures and regulations may be located at the DoIT website at www.DoIT.ri.gov.

11. CUSTOMER RESPONSIBILITIES.

11.1 Installation. For Products or Services requiring on-site installations, Customer will reasonably cooperate with Sprint or Sprint's agents to enable Sprint or its agents to install the Products or Services. Customer is responsible for damage to Sprint-owned Products and Services located on Customer premises, excluding reasonable wear and tear or damage caused by Sprint.

11.2 Use of Products and Services

A. Acceptable Use Policy. If Customer purchases Products or Services, Customer must conform to the acceptable use policy posted at <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by Sprint.

B. Abuse and Fraud. Customer will not use Products or Services: (1) for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted unauthorized access to, or alteration, abuse, or destruction of information; or (2) in any manner that causes interference with Sprint's or another's use of the Sprint network. Customer will cooperate promptly with Sprint to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.

C. Permits, Licenses and Consents. Customer will obtain, all required permits, licenses, or consents that Customer is required to obtain to enable Sprint to provide (e.g., landlord permissions, tax exemption certificates, software licenses, or local construction licenses) the Products and Services. This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business. Sprint must currently hold and continue to hold throughout the Term all licenses or certificates required by State and federal authorities including, but not limited to, the Federal Communications Commission and Rhode Island Public Utilities. Sprint must file with the appropriate regulatory body any tariff or amendment to ensure that the required terms and conditions of this Agreement are met.

D. Resale Prohibited. Customer may not resell or lease wireless Products or Services.

12. PRIVACY, CONFIDENTIAL INFORMATION AND DISCLOSURE.

12.1 Nondisclosure. Neither party will disclose the other party's Confidential Information to any third party except as expressly permitted in this Agreement. This obligation will continue until 2 years after this Agreement expires or terminates. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. In addition, either party may disclose this Agreement to an entity that is an Affiliate of Customer on the Effective Date, provided that the Affiliate has signed (a) an Affiliate Enrollment Form that includes this non-disclosure language or (b) a non-disclosure agreement reasonably acceptable to Sprint and Customer. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Sprint services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order (subject to FOIA section of this Agreement); or (F) is disclosed with the prior written consent of the Discloser.

12.2 Injunction. The parties acknowledge that Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of this Agreement, the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other

remedies available to either party. The party who has breached or threatened to breach its nondisclosure obligations under this Agreement will not raise the defense of any adequate remedy at law.

- 12.3 Customer Proprietary Network Information.** As Sprint provides Products and Services to Customer, Sprint develops information about the quantity, technical configuration, type and destination of Products and Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. For example, Sprint implements safeguards that are designed to protect Customer's CPNI, including using authentication procedures when Customer contacts Sprint. For some business accounts with a dedicated Sprint representative, Sprint may replace standard authentication measures with a pre-established point of contact for Customer.
- 12.4 Privacy.** Sprint's privacy policy, as amended from time to time, is available at www.sprint.com/legal/privacy.html. The privacy policy includes information about Sprint's customer information practices and applies to the provisioning of the Products and Services.
- 12.5 FOIA.** Sprint acknowledges that the Agreement and the Confidential Information may be subject to disclosure in whole or in part under applicable federal law, state law, and the Freedom of Information Act, Open Records, R.I. Gen. Laws Title 38 Chapter 2 Access to Public Records Act ("APRA") or Sunshine laws and regulations (collectively "FOIA"). Customer will provide Sprint with prompt notice of any FOIA requests or intended disclosures, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of Sprint Confidential Information.

13. LIMITATIONS OF LIABILITY.

- 13.1 Direct Damages.** To the extent permitted by law, each party's maximum liability for damages caused by its failure(s) to perform its obligations under this Agreement (other than Service disruptions) is limited to: (A) proven direct damages for claims arising out of personal injury including any knowing & willful violation of Paragraph 12, bodily injury or death, or damage to real or tangible personal property, caused by the party's negligent or willful misconduct; or (B) proven direct damages for all other claims arising out of this Agreement, excluding Service disruptions, not to exceed in the aggregate, in any 12 month period, an amount equal to Customer's total net payments for the affected Services purchased in the 6 months prior to the event giving rise to the claim. Customer's payment obligations and Sprint's indemnification obligations under this Agreement are excluded from this provision.
- 13.2 Consequential Damages.** TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- 13.3 Wireless Service Outages and Product Failures.** 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.
- 13.4 Unauthorized Access / Hacking / Network Security.** Sprint is not responsible for unauthorized third party access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Sprint network transmission facilities or Customer premise equipment. Provided, however, Sprint shall maintain the security of its network in accordance with its commercial practices and industry standards. If fraudulent use is detected, and depending on the circumstances, Sprint may suspend the affected Line and may recommend or require a change in the affected telephone number. In addition, if Customer notifies Sprint of alleged fraudulent use and specifically requests a suspension of a Customer Line, such suspension shall be in accordance with Sprint's then-current commercial suspension policies. Further, Sprint shall maintain a secure method of transmission of data as provided in Sprint's Response, Section 4.5.4.
- 13.5 Content.** Sprint is not responsible or liable for the content of any information transmitted, accessed or received by Customer through Sprint's provision of the Products and Services, excluding content originating from Sprint.
- 13.6 Sprint Disclaimers.** Sprint is not responsible for any loss, liability, damage, or expense, including attorney's fees, resulting from any third party claims alleged to arise in any way from :
- 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;
 - C. Outages or wireless Service disruptions occurring as a result of a public safety emergency;
 - D. The content of any information transmitted by, accessed, or received through, Sprint's provision of the Products and Services to Customer, including, but not limited to, claims: (A) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (B) for infringement of patents arising from the use of

equipment, hardware or software not provided by Sprint; or (C) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;

- E. Customer's breach of the licensing requirements in the Software License section;
- F. Customer's failure to comply with any provision of the Use of Products and Services section; or
- G. Sprint's failure to pay any tax based on Customer's claim of a legitimate exemption under applicable law.

14. INDEMNIFICATION.

14.1 Personal Injury, Death or Damage to Personal Property. Sprint will indemnify and defend Customer, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney's fees, arising directly from performance of this Agreement and relating to personal injury, bodily injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of Sprint or its subcontractors, directors, officers, employees or authorized agents.

14.2 Intellectual Property. Sprint will indemnify and defend Customer, Customer's directors, officers, employees, agents, and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. Sprint's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided by or requested by Customer; or (ii) Customer's continued use of infringing Services after Sprint provides reasonable notice to Customer of the infringement.

For any third party claim that Sprint receives, or to minimize the potential for a claim, Sprint may, at its option and expense, either;

- (A) procure the right for Customer to continue using the Services;
- (B) replace or modify the Services with comparable Services; or
- (C) terminate the Services.

14.3 Rights of Indemnified Party. To be indemnified, Customer must (A) give Sprint prompt written notice of the claim, (B) give Sprint full and complete authority, information and assistance for the claim's defense and settlement, and (C) not, by any act including but not limited to any admission or acknowledgement, materially prejudice Sprint's ability to satisfactorily defend or settle the claim. Sprint will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. Customer will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Sprint will retain sole control of the claim's settlement or defense.

14.4 Exclusive Remedy. The provisions of this "Indemnification" Section states the entire liability and obligations of Sprint and any of its Affiliates or licensors, and the exclusive remedy of Customer, with respect to any claims identified in this section.

15. TERMINATION.

15.1 Sprint Right to Terminate.

- A. Sprint may suspend or terminate Products or Services or this Agreement immediately if: (1) Customer fails to cure its default of payment terms of this Agreement within 60 days after receiving Sprint's written notice of such breach; (2) Customer fails to cure any material breach of this Agreement within 60 days after receiving Sprint's written notice of such breach; (3) Customer provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Services; (4) Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents Sprint's performance under the Agreement; (5) Customer fails to comply with the resell restrictions contained in Section 1.4 "Resale".
- B. If Sprint terminates this Agreement under this "Sprint Right to Terminate" or Termination section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable charges identified in the "Effects of Termination" Section.

15.2 Customer Right to Terminate.

- A. **Material Failure.** Customer may terminate a Product or Service if Sprint materially fails to provide the Product or Service, Customer provides Sprint with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, Sprint fails to cure the material failure within the 60-day cure period, and Customer provides Sprint with written notice of Sprint's failure to cure and Customer's election to terminate the affected Product or Service. Sprint's material failure does not include a failure caused by Customer or a failure identified in the "Force Majeure" section.
- B. **Termination for Convenience.** Customer may terminate this Agreement during the Term by providing 60 days' written notice to Sprint. If Customer exercises its right to terminate for convenience, Customer must pay Sprint all fees and charges for Products and Services received up to the effective date of termination.
- C. **Termination for Nonappropriation.** Customer may terminate this Agreement at the end of the then-current fiscal period, without incurring any form of payment liability in excess of previously appropriated amounts, only when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under

the Agreement for the following fiscal year ("Termination for Non-appropriation"). Following Termination for Non-appropriation, Customer will not be obligated for payments for any fiscal period after the effective date of termination. Customer will give Sprint written notice of any termination for non-appropriation at least 60 days before the effective date of the termination. At Sprint's request, Customer will provide supplemental documentation regarding the non-appropriation of funds. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied. If Customer terminates the Agreement in part or in whole under this nonappropriation provision, Customer will not obtain the Services or functional equivalents from any other provider for a period of 180 days from after the effective date of termination.

15.3 Effects of Termination.

- A. **Service Charges.** Customer remains obligated to pay all Service charges incurred up to the effective date of termination for each terminated Corporate Liable Active Unit.
- B. **Individual Liable.** Individual Liable Active Units are subject to the order term requirements and other obligations in the separate subscriber agreement between Sprint and the Employee.

16. **FORCE MAJEURE.** Neither party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts or events beyond the reasonable control of the responsible party (a "Force Majeure Event"). Force Majeure Events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions, cable cuts by third parties, a LEC's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; court orders and governmental decrees.

17. DEFINITIONS.

- 17.1 "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights. For purpose of this Agreement, Clearwire Corporation is not included as an Affiliate of Sprint.
- 17.2 "Commencement Date" is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges.
- 17.3 "Confidential Information" means nonpublic information (A) about Discloser's business, (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with this Agreement, and (C) that Recipient knows or reasonably should know is confidential because of its legends and markings, the circumstances of its disclosure, or the nature of the information. Confidential Information includes but is not limited to: trade secrets; financial information; technical information including research, development, procedures, algorithms, data, designs, and know-how; business information including operations, planning, marketing plans, and products; and the pricing and terms of the Agreement including related discussions, negotiations, and proposals.
- 17.4 "Discloser" means the party disclosing Confidential Information.
- 17.5 "Domestic" means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Product specific Terms.
- 17.6 "Effective Date" is the date the last party signs this Agreement and a Purchase Order is issued by the RI Division of Purchases.
- 17.7 "Network" or "Networks" means the wireless and wireline transmission facilities owned and operated by Sprint or on Sprint's behalf by third parties under management agreements with Sprint.
- 17.8 "Order" or "Purchase Order" means a written or electronic order, or purchase order, submitted or confirmed by Customer and accepted by Sprint, which identifies specific Products and Services, and the quantity ordered. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or use, of Products or Services.
- 17.9 "Order Term" means the term designated for an individual Order.
- 17.10 "Preferred Pay Program" provides a discount to Sprint customers for remitting payment using cash, check or electronic funds transfer. Customer must contact its assigned Sprint representative for further information, including eligibility requirements.
- 17.11 "Product(s)" includes equipment, hardware, software, cabling or other materials sold or leased to Customer by or through Sprint as a separate item from, or bundled with, a Service.
- 17.12 "Product-specific Terms" means to separate descriptions, terms and conditions for certain non-regulated Products and Services. Product-specific Terms are incorporated into this Agreement as the Effective Date. Product-specific Terms are not otherwise subject to change during the Term.
- 17.13 "Rates and Conditions Website" means the website found at <http://www.sprint.com/ratesandconditions/>.
- 17.14 "Recipient" means the party receiving Confidential Information.

- 17.15** "Service(s)" means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through Sprint under this Agreement, excluding Products.
- 17.16** "Sprint Wireless Recycling Program" - provides two options for recycling used wireless devices, including accessories: (1) the Sprint buyback program provides Sprint customers with an account credit for returning to Sprint certain previously sold Sprint or Nextel wireless devices, and (2) the Sprint project connect program accepts any wireless device and uses the net proceeds that result from those devices to fund community-based initiatives such as Sprint's 4NetSafety Program. The 4NetSafety Program promotes Internet safety for children. For more information on the Sprint Wireless Recycling Program, including wireless devices eligible for the Sprint buyback program, go to Sprint.com/recycle.

18. CONTINUITY OF SERVICES

On the Agreement's termination or expiration (whether for cause or otherwise) a successor may continue providing of Services and Products. Sprint covenants in good faith to make an orderly transition for providing Products and Services and to perform any and all reasonable tasks in good faith that are reasonably necessary. Sprint shall make very reasonable effort to ensure that the transition will be performed in a professional and businesslike manner and shall comply with the reasonable requests and requirements of the Customer to accomplish a successful transfer.

19. E_VERIFY

While E-Verify is not required in any of Customer's purchasing and/or hiring the Federal Acquisition regulations may in this instance require that the Customer obtain evidence of E-Verify compliance by Sprint.

20. 911 and SERVICE CAPABILITY AND PRIORITY SERVICE

- A.** Sprint's Services and Equipment must meet all FCC, State, E911 and federal E911 mandates as detailed in the RFQ and Response.
- B.** Sprint agrees to provide priority service as detailed in the RFP and Response.

21. MISCELLANEOUS.

- 21.1 Compliance with Law.** Each party will comply with all applicable laws in performance of its obligations under this Agreement.
- 21.2 Independent Contractor.** Sprint provides Products and Services to Customer as an independent contractor. This Agreement does not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or Affiliates.
- 21.3 No Waiver of Rights.** The failure to exercise any right under this Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.
- 21.4 No Third Party Beneficiaries.** This Agreement's benefits do not extend to any third party.
- 21.5 Governing Laws.** This Agreement will be governed by the laws of the state where Products or Services are received by Customer, without regard to its choice of law principles. This English version of this Agreement will prevail over any foreign version. Venue for any legal proceedings regarding this Agreement shall be in the Superior Court, Providence County, Rhode Island.
- 21.6 Dispute Resolution.**
- 21.6.1 Jury Trial Waiver.** The parties mutually, expressly, irrevocably and unconditionally waive trial by jury and any right to proceed as lead plaintiff, class representative, or other representative capacity for any class action proceedings arising out of or relating to this Agreement or an Order. This subsection survives the termination of this Agreement.
- 21.6.2 Arbitration.** If the parties mutually agree, any dispute arising out of or relating to the Agreement may be finally settled by arbitration, including claims relating to the negotiations and the inducement to enter into the Agreement.
- 21.7 Assignment.** Neither party may assign any rights or obligations under this Agreement without prior written consent of the other party, except that Sprint may assign this Agreement to a parent company, controlled Affiliate, Affiliate under common control or an entity that has purchased all or substantially all of its assets upon sixty (60) day written notice to Customer.
- 21.8 Amendments / Alterations.** This Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to this Agreement are not valid unless accepted in writing by both parties.

21.9 Notice. Notices required under this Agreement must be submitted in writing to the party's address for notice listed in this Agreement or an Order and, in the case of a dispute, notices must also be sent to:

Sprint:
Attn: Legal Dept. – Public Sector
12502 Sunrise Valley Drive
MS: VARESA0208
Reston, VA 20196
Fax: (703) 433-8798

Customer:
Michael Lombardi
Telecommunications Office
50 Service Avenue
Warwick, RI 02886
(T) (401) 462-4702
(F) (401) 462-4721
E-Mail: Michael.Lombardi@doit.ri.gov

Designated Representatives. The persons named below are hereby designated as the States representatives ("Designated Representatives") for communication in matters pertaining to this Agreement. Any change in such designation shall be in writing, sent to the address set forth above. Notice of change in any designation shall be accomplished in the same manner. Failure to provide such notices does not result in a breach of this Agreement. The Designated Representatives described below shall only pertain to the Agreement with respect to the State and this provision does not place any limitations on Sprint's interactions with any Additional Purchasers.

Sprint:
Mark Zurcher
Public Sector Account Manager
3 Van de Graaff Drive, 3rd Floor
Burlington, MA 01803
(C) (781) 883-7747
(F) (781) 998-1099
E-mail: Mark.Zurcher@sprint.com

Customer:
Michael Lombardi
Telecommunications Office
50 Service Avenue
Warwick, RI 02886
(T) (401) 462-4702
(F) (401) 462-4721
E-Mail: Michael.Lombardi@doit.ri.gov

Customer:
Marueen Collard
State of Rhode Island
6 Harrington Road
Cranston, RI 02920
(T) (401) 462-2940
E-mail: Marueen.Collard@doit.ri.gov

- 21.10 Severability.** If any provision of this Agreement is found to be unenforceable, this Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 21.11 URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in this Agreement include any successor URLs designated by Sprint.
- 21.12 Survivability.** The terms and conditions of this Agreement regarding confidentiality, indemnification, warranties, nonappropriations, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.
- 21.13 Entire Agreement.** This Agreement, including all referenced Attachments, documents, annexes, or exhibits, and related Orders, constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.

22. PRICING EXPIRATION. To become effective, this Agreement must: (a) be signed by a Sprint officer with authority to contract or an authorized designee and (b) be delivered to Customer and signed by an authorized Customer representative. Upon expiration of this Agreement, Sprint, at its option, may continue to provide some or all of the Products and Services on a month-to-month basis under the terms, conditions and pricing in this Agreement or the applicable Attachments, excluding minimum commitments, or, with advance notice, at standard list pricing, until either party provides 60 days advance written notice to terminate.

STATE OF RHODE ISLAND
DIVISION OF PURCHASES

SPRINT SOLUTIONS, INC.

as contracting agent on behalf of the applicable Sprint affiliated entities providing the Products and Services

By: *John E. Landers*
Authorized Signature

By: *M. Clairmonte*
Authorized Signature

Date: 12/7/12

Date: December 6, 2012

Name and Title: JOHN E. LANDERS
C.I.O.
(please type or print)

Name and Title: Michaela Clairmonte, Manager -
Contract Negotiations & Management
(please type or print)

Address: One Capitol Hill
Providence, RI.

Address: 12502 Sunrise Valley Drive
Mailstop: VARESA0208
Reston, VA 20196

Sprint — Approved
as to Legal Form
MRB -6 Dec 2012



**ATTACHMENT A
WIRELESS SERVICES TERM AND VOLUME DISCOUNT**

1. GOVERNMENT DISCOUNT PROGRAM ("GDP").

- 1.1 **Effective Date of Discounts.** For Corporate-Liable Active Units activated during the Term of the Agreement, the discounts below apply no later than 60 days after the date of activation. For Corporate-Liable Active Units activated prior to the Commencement Date under pre-existing agreement(s) between Sprint and Customer, Sprint will apply the discounts below no later than 60 days after the Commencement Date. Individual-Liable Active Units are eligible for the discounts below after contacting a Sprint representative and meeting the eligibility requirements in Section 2.1.
- 1.2 **Government Discount.** The Government Discount, described in the table below, is a percentage discount off the eligible monthly recurring charges ("MRCs") charged for Corporate-Liable Active Units.

Network	Government Service Pricing Discount	Individual-Liable Service Pricing Discount
Sprint National Network	25%	15%
Nextel National Network	25%	15%

- 1.3 **How Calculated.** Unless otherwise noted in applicable Attachment or sub-attachments, Service Pricing Discounts apply to eligible monthly recurring charges ("MRC") before taxes and surcharges and after application of credits, other discounts, and rebates. Overage, usage-based, and third party applications and services, certain business plan, add-ons, and other charges (including certain network specific products and services), are not eligible for Service Pricing Discounts. Service Pricing Discounts may apply to the MRC of certain promotional rate plans which Sprint may offer on a limited time basis, at Sprint's discretion.
- 1.4 **Eligibility.** Only Active Units that are included in Customer's Sprint account hierarchy are eligible for the GDP. It may take up to 2 invoicing cycles to move pre-existing Active Units to the same invoicing cycle in order to start receiving the Government Discount. Customer's contractors, suppliers, and any non-government, non-authorized agencies working with Customer are not eligible for the Government Discount.

2. EMPLOYEE DISCOUNT PROGRAM.

- 2.1 **Eligible Employees.** New and existing Customer Employee (or Individual-Liable) Active Units may receive the Individual-Liable Active Unit Service Pricing Discount for eligible service charges and plans subject to and conditioned upon: (1) the Employee signing Sprint's consumer subscriber agreement; (2) the Employee providing to Sprint satisfactory evidence of employment with Customer; and (3) the Employee complying with Sprint's current terms and restrictions regarding discounts as described in Sprint's consumer subscriber agreement. Customer and Sprint will agree on methods for employment verification. Upon termination of this Agreement for any reason, or upon the Employee's termination of employment with Customer, Sprint may cease applying the Individual-Liable Active Unit Service Pricing Discount. Except for the Individual-Liable Active Unit Service Pricing Discount and the conditions set forth, Individual-Liable Active Units are governed exclusively by the terms and conditions in the consumer subscriber agreement.
- 2.2 **Communications.** Sprint and Customer's employee benefits group will develop and agree to a communications plan to present discounts and to sell to Employees within 60 days of the Effective Date. Communications may include new hire materials, benefits enrollment materials, e-mail, payroll stuffers, newsletters, or Internet and intranet links, chair drops, or other mutually agreed to methods.

3. WIRELESS MINIMUM SERVICE TERM REQUIREMENT.

- 3.1 **Minimum Service Term.** Wireless Services require a minimum service term that begins on the wireless device purchase date and ends 12 months later ("Minimum Service Term").
- 3.2 **Advanced Devices.** Sprint may designate certain Corporate-Liable Active Units as "Advanced Devices." Advanced Devices include, but are not limited to: (1) a mobile computing devices, such as a tablet, netbook or notebook; or (2) Smartphones.

4. ELECTRONIC BILLING PRODUCTS

- 4.1 Except for the Consolidated Invoice product, the following electronic billing products provide Corporate-Liable Active Unit call detail record information:

ELECTRONIC BILLING PRODUCTS	Invoice Data	Summary Data	Minimum Corporate-Liable Active Units
eBilling & Analysis	3 months	12 months	50
Data Direct	1 month	Not available	100

ELECTRONIC BILLING PRODUCTS	Invoice Data	Summary Data	Minimum Corporate-Liable Active Units
eBilling & Analysis	3 months	12 months	50
Electronic Data Interchange (EDI)	1 month	Not available	100
Smart CD+	1 month	Not available	100
Consolidated Invoice	1 month	Not available	100

A. For Data Direct, Electronic Data Interchange, Smart CD+, and Consolidated Invoice, data is provided for current billing cycles. Archived data is available for as long as the account numbers are enrolled in the electronic billing product.

- 4.2 Customer may choose any combination of electronic billing products. Sprint reserves the right, upon 60 days' prior written notice, to migrate Customer to an updated or successor version of the selected electronic billing product if available or to an entirely new electronic billing product.
- 4.3 There are no charges associated with the electronic billing products listed above.
- 4.4 Customer must comply with the Electronic Invoice Reporting and Analytics Product Annex, which is incorporated into this Agreement as posted to the Rates and Conditions Website as of the date Customer signs the Agreement.

5. WIRELESS DEVICE PURCHASE DISCOUNTS AND UPGRADE TERMS.

- 5.1 **Wireless Device Discount.** New Corporate-Liable Active Units are eligible for a discounted device price based on a device Minimum Service Term of either 12 months or 24 months. The discounted device price for a device with a device Minimum Service Term of 12 months is at least equal to the 1-Year Net Price defined as 30% off the Suggested Retail Price. The discounted device price for a device with a device Minimum Service Term of 24 months is at least equal to the 2-Year Net Price defined as the Suggested Retail Price, less \$150.00, less the instant rebate (if any), less the mail-in rebate (if any). Sprint may offer a different discounted device price for devices with a different device Minimum Service Term. The devices offered with the discounted device price(s) described in this Section 5.1 may change at any time in Sprint's sole discretion. The discounted device offer(s) described in this Section 5.1 may not be available in all sales channels.
- 5.2 **Upgrade Terms.** Existing Corporate-Liable Active Units with a 1-Year Net Price may be upgraded or replaced after 12 months of continuous service with Customer commitment to a new device Minimum Service Term. Existing Corporate-Liable Active Units with a 2-Year Net Price may be upgraded or replaced after 20 months of continuous service with Customer commitment to a new device Minimum Service Term. Sprint may in its sole discretion offer different upgrade terms for devices with a different discounted device price.
- 5.3 **Exclusions.** The 2-Year Net Price does not apply to PowerSource devices or devices activated on the Nextel National Network ("Excluded Devices"). The discounted device price and device Minimum Service Term for Excluded Devices are available by contacting Customer's Sprint Account Representative and may change at any time in Sprint's sole discretion.
- 5.4 **Activation Fees.** A nonrefundable activation fee of \$36 applies to each Customer billing account that is created during the Term. Activation fees for Individual-Liable Active Units are governed by Sprint's consumer subscriber agreement.
- 5.5 **Shipping.** Sprint will waive Ground, 2-Day and Overnight shipping fees for Corporate-Liable Active Units.
- 5.6 **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.

6. **ACCESSORY DISCOUNT.** The accessory discount of 20% applies to the national retail price for Nextel Device and Sprint Device accessories purchased for Corporate-Liable Active Units under this Agreement.

7. ADDITIONAL BUSINESS PLANS AND SPECIAL OFFERS

- 7.1 **Additional Business Plans.** If Customer is eligible for and selects a Business Plan that is not specified in the Agreement, Customer's Service Pricing Discounts set forth above will apply to the Business Plan unless otherwise stated in the Business Plan, and the terms and conditions of the Business Plan will apply in addition to, and control over, any conflicting terms or conditions in the Agreement.
- 7.2 **Promotions.** Sprint promotional discounts may not be available with certain Business Plans, as indicated in the promotional offer. If Customer purchases a promotional wireless Product or Service, the promotional terms will control over any conflicting terms in the Agreement for that wireless Product or Service until the promotion expires or Customer selects a different Business Plan for the Corporate-Liable Active Unit enrolled in the promotion.
- 7.3 **Trial Offers.** If Customer receives a wireless Service or Service option for a limited trial period at a reduced cost, upon expiration of the trial period, Customer will continue to receive the wireless Service or Service option at full price. If

Customer wishes to avoid being billed in full for the promotional wireless Service or Service option, Customer must contact Sprint before the end of the trial period to discontinue the wireless Service or Service option.

8. **THIRD PARTY AGENTS.** Unless expressly stated otherwise, the pricing terms in this Attachment, including its sub-attachments, may not be available if an indirect sales agent is involved in the transaction.
9. **ADDITIONAL TERMS.** Customer must comply with the Wireless Services Product Annex, which is incorporated into this Agreement as posted to the Rates and Conditions Website as of the date Customer signs this Agreement.
10. **THIRD-PARTY CONTENT.** Sprint allows customers to purchase mobile content on a per item or monthly basis from Sprint and third parties. Customers are responsible for all billed content, including content purchased by others authorized to use devices on the account. Usage can be restricted by account blocking tools or similar features. Visit sprint.com/premiummessaging for details.
11. **SPRINT SERVICE PROVIDER AFFILIATE MARKET LIMITATIONS.** Some portions of the Nationwide Sprint Network are owned and operated by Sprint Service Provider Affiliates under management agreements with Sprint. Certain Business Plans, add-ons and Products are not available or are modified in Sprint Service Provider Affiliate Markets. Notwithstanding anything to the contrary in this Attachment, Sprint reserves the right, with 30 days' prior written notice, to (i) port any Active Unit activated in a Sprint Service Provider Affiliate Market to the Sprint Service Provider Affiliate or a successor serving that Market; or, if porting is not possible, (ii) terminate Services to such Active Units.

**ATTACHMENT A-1
NEXTEL NATIONAL NETWORK BUSINESS PLANS & POLICIES**

1. PROVISION OF NEXTEL PRODUCTS AND SERVICES

- 1.1 All terms and conditions in this Agreement apply to Active Units operating on the Nextel National Network, unless otherwise specified.
- 1.2 Any of the following entities may provide the Nextel Services listed in the Agreement, depending on Customer's billing address or the location where the Nextel Services are activated:

Nextel Communications of the Mid-Atlantic, Inc.	Nextel of New York, Inc.	Nextel South Corp.	Nextel West Corp.
Nextel Partners of Upstate New York, Inc.	Nextel of California, Inc.	Nextel of Texas, Inc.	NPCR, Inc.

2. NEXTEL VOICE AND DATA RATE PLANS.

- 2.1 Customer may select from the Nextel voice and data rate plans listed in this Attachment or promotional rate plans that Sprint may offer on a limited time basis.

2.2 Sprint Business Essentials® Plans

	Business Essentials Additional Lines for Pooling	Business Essentials 400	Business Essentials 1000	Business Essentials 1400	Business Essentials 2000	Business Essentials 3000	Business Essentials 4000
MRC	\$16.00 Net (Service Pricing Discount does not apply)	\$39.99	\$59.99	\$79.99	\$99.99	\$149.99	\$199.99
Anytime Minutes	0	400	1000	1400	2000	3000	4000
Anytime Minutes Overage	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included	Included

- A. Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features including, but not limited to, TalkgroupSM and International Direct ConnectSM are available with certain devices and may be subject to an additional charge.

2.3 BlackBerry Service Plans

- 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 conditions 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 BlackBerry devices.
- C. Monthly Recurring Charge

	BlackBerry Unlimited Email and Web Plan
MRC	\$39.99
Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand	Unlimited

- (1) Unless Customer adds a voice Business Plan that includes voice calls and long distance calls to the above BlackBerry data Business Plan, Customer will be charged \$.20/minute for voice calls plus \$.25/minute for long distance calls.
- (2) Additional Nextel Direct Connect features may be subject to an additional charge if not included in Customer's voice Business Plan.
- (3) Additional charges apply for messaging service.

2.4 Nextel Bundled Voice & Data Plans

A. Custom Voice and Data Plans (Blackberry)

	Custom 0 Plan	Custom 400 Plan	Custom 700 Plan	Custom 1100 Plan
MRC	\$43.99 NET MRC; Government Service Pricing Discount will not apply	\$49.99 NET MRC; Government Service Pricing Discount will not apply	\$62.99 NET MRC; Government Service Pricing Discount will not apply	\$74.99 NET MRC; Government Service Pricing Discount will not apply
Anytime Minutes	0	400	700	1100
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited
Anytime Minute Sharing	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included
Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand ("MBB")	Included	Included	Included	Included
Unlimited Messaging	Included	Included	Included	Included
Call Forwarding	Included	Included	Included	Included

- (1) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TalkgroupSM and International Direct ConnectSM are available with certain devices and may be subject to an additional charge.
- (2) 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.
- (3) BlackBerry Business Plans can only be activated on a BlackBerry device.
- (4) Anytime Minute Sharing is applicable to the Business Essentials plans identified in this Agreement.

2.5 Sprint Domestic Messaging Add-Ons. Messaging add-ons include 2-way, 1-way, and/or MMS based on device capability. Additional charges apply for international messaging.

Messaging Plan	Net MRC (Service Pricing Discount does not apply)	Additional Messages
300 Messages	\$2.00	\$0.20
1000 Messages	\$4.00	\$0.20
Unlimited Messages	\$6.00	N/A

- (1) Net Messaging Plans are net of all discounts. Service Pricing Discount does not apply.

2.6 Sprint Seasonal Standby Plan.

A. **Description.** The Sprint Seasonal Standby Plan allows Customer to place up to 5% of its committed Corporate-Liable Active Units on inactive status for a period not to exceed 6 consecutive months. Only Corporate-Liable Active Units that have been on a Business Plan for a minimum of 3 consecutive months are eligible for the Sprint Seasonal Standby Plan. At the end of the inactive status period, all Corporate-Liable Active Units on the Sprint Seasonal Standby Plan will be moved to the Business Plan with the lowest MRC available unless Customer notifies Sprint in writing at least 30 days prior to the expiration of the Sprint Seasonal Standby Plan and specifies a different Business Plan. A Corporate-Liable Active Unit may only be placed on the Sprint Seasonal Standby Plan once during the Term of the Agreement. Time spent as inactive on the Sprint Seasonal Standby Plan does not count toward the fulfillment of a Corporate-Liable Active Unit's Minimum Service Term. A Corporate-Liable Active Unit's Minimum Service Term will be extended for the length of time the Active Unit spent as inactive on the Sprint Seasonal Standby Plan. Corporate-Liable Active Units on the Ready LinkSM plan may not be transitioned to the Sprint Seasonal Standby Plan.

B. Pricing. Sprint will charge Customer the following charges:

MRC	\$5.95 per Corporate-Liable Active Unit
Nextel Direct Connect® on Sprint Devices	\$.50 per minute

1. Corporate-Liable Active Units on the Sprint Seasonal Standby Plan will not have access to any voice or data features. Nextel Direct Connect® will be available only for Sprint Devices, and Customer will be liable for any Nextel Direct Connect usage charges as set forth in the table above, and any applicable taxes, fees, charges and surcharges.

C. Service Credits, Wireless Device Discounts, Rebates. Corporate-Liable Active Units on the Sprint Seasonal Standby Plan are not eligible for service credits, wireless device discounts, or rebates.

**ATTACHMENT A-2
NATIONWIDE SPRINT NETWORK BUSINESS PLANS & POLICIES**

1. PROVISION OF SPRINT PRODUCTS AND SERVICES. All terms and conditions in this Attachment apply to Active Units operating on the Nationwide Sprint Network, unless otherwise specified. Sprint Spectrum L.P. provides the Sprint Services listed in this Agreement.

2. SPRINT VOICE AND DATA RATE PLANS FOR BUSINESS

2.1 Customer may select from the Sprint voice and data rate plans listed in this Attachment or promotional rate plans that Sprint may offer on a limited time basis.

2.2 Sprint Business Essentials® Plans

	Business Essentials Additional Lines for Pooling	Business Essentials 400	Business Essentials 1000	Business Essentials 1400	Business Essentials 2000	Business Essentials 3000	Business Essentials 4000
MRC	\$16.00 Net (Service Pricing Discount does not apply)	\$39.99	\$59.99	\$79.99	\$99.99	\$149.99	\$199.99
Anytime Minutes	0	400	1000	1400	2000	3000	4000
Anytime Minutes Coverage	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute
Unlimited Nights & Weekends Start at 7 pm	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included	Included

A. Roaming charges are included.

B. Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect features, including, but not limited to, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.

2.3 BlackBerry Service Plans

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 conditions 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 BlackBerry devices.

C. Monthly Recurring Charge

	BlackBerry Unlimited Email and Web Plan
MRC	\$39.99
Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand	Unlimited

(1) Unless Customer adds a voice Business Plan that includes voice calls, long distance calls, and Domestic Roaming to the above BlackBerry data Business Plan, Customer will be charged \$0.20/minute for voice calls plus \$.025/minute for long distance calls. For devices on the Nationwide Sprint Network, Domestic Roaming calls are \$0.69/minute with an additional \$0.25/minute for long-distance calls.

(2) Additional charges apply for messaging service.

(3) Business Phone as Modem may be added for an additional \$15 MRC.

2.4 Sprint Bundled Voice & Data Plans (Blackberry)

	Custom 0 Plan	Custom 400 Plan	Custom 700 Plan	Custom 1100 Plan
MRC	\$43.99 NET MRC; Government Service Pricing Discount will not apply	\$49.99 NET MRC; Government Service Pricing Discount will not apply	\$62.99 NET MRC; Government Service Pricing Discount will not apply	\$74.99 NET MRC; Government Service Pricing Discount will not apply
Anytime Minutes	0	400	700	1100
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited
Anytime Minute Sharing	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included
Caller ID &Voice Mail	Included	Included	Included	Included
Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand ("MBB") (Phone As Modem is not included)	Included	Included	Included	Included
Unlimited Messaging	Included	Included	Included	Included
Call Forwarding	Included	Included	Included	Included

- (1) Roaming charges are included.
- (2) 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.
- (3) BlackBerry Business Plans can only be activated on a BlackBerry device.
- (4) Anytime Minute Sharing is applicable to the Business Essentials plans identified in this Agreement.

2.5 Sprint PRO Pack Bundled Voice & Data Plans:

	Custom PRO Pack 0	Custom PRO Pack 400	Custom PRO Pack 700	Custom PRO Pack 1000	Custom PRO Pack 2000
MRC	\$43.99 NET MRC; Service Pricing Discounts will not apply	\$49.99 NET MRC; Service Pricing Discounts will not apply	\$59.99 NET MRC; Service Pricing Discounts will not apply	\$69.99 NET MRC; Service Pricing Discounts will not apply	\$89.99 NET MRC; Service Pricing Discounts will not apply
Anytime Minutes	0	400	700	1000	2000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute
Sprint Mobile-to-Mobile	Included	Included	Included	Included	Included
Unlimited Nights & Weekends starting at 7 pm	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Shared Minutes	* Included	* Included	* Included	* Included	* Included
Nationwide Long Distance	Included	Included	Included	Included	Included
Roaming	Included	Included	Included	Included	Included
Caller ID &Voice Mail	Included	Included	Included	Included	Included
Sprint PRO Pack	Included	Included	Included	Included	Included
Unlimited 2 Way Text Messages	Included	Included	Included	Included	Included

- (1) * Customer-Liable Active Units on the above plans share Anytime Minutes with Sprint Business Essentials® Plans identified in this Agreement.

- (2) 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.
- (3) The included email solution in the Sprint PRO Pack varies by device. Please review product specifications for details.

2.6 Sprint Voice Plan Add-Ons. The following options may be added to a Sprint voice Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC, unless otherwise noted.

A. Sprint Data Add-Ons

Data Plan	MRC
Sprint Data Pack	\$15
Sprint Data Premier (requires Sprint Data Pack)	\$10
Sprint PRO Pack	\$30
Sprint Business Application Data Plan	\$10

- (1) 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.
- (2) The included email solution in the Sprint PRO Pack varies by device. Please review product specifications for details.
- (3) Good™ For Enterprise may be added to the Sprint PRO Pack for an additional \$20 MRC.
- (4) The Sprint Business Application Data Plan requires a Sprint business application.

B. Sprint Premium Data is required to be added to a Sprint voice Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC.

Data Plan	MRC
Sprint Premium Data	\$10*

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

- (1) Sprint Premium Data is required on certain Smartphones and eligible Business Plans that may vary by device. Customer may contact its Sprint Account Representative for details.

C. Sprint Mobile Hotspot. Sprint Mobile Hotspot may be added for an additional MRC. Sprint Mobile Hotspot requires an eligible Voice/Data bundled Business Plan or an eligible voice Business Plan and an eligible Sprint Pro Pack. Sprint Mobile Hotspot is only available on certain Hotspot capable wireless devices. Sprint Mobile Hotspot usage is separate from underlying plan usage.

MRC	\$29.99*
Data Services limitation in Gigabytes ("GB")	5 GB
Overage charges for additional data Services usage above 5 GB/month	\$0.05 per MB ¹
Data Roaming limitation in Megabytes ("MB")	300 MB
Overage charges for additional data Roaming usage above 300 MB/month	\$0.25 per MB ¹

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

¹If Customer's data usage in a given month exceeds the Data Services limitation or the 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 the Data Services limitation and the Data Roaming limitation.

- D. Business Phone as Modem.** Business Phone as Modem may only be added to the Sprint PRO Pack for an additional MRC. Business Phone as Modem usage is separate from underlying plan usage.

MRC	\$15*
Data Services limitation in Gigabytes ("GB")	5 GB
Overage charges for additional data Services usage above 5 GB/month	\$0.05 per MB ¹
Data Roaming limitation in Megabytes ("MB")	300 MB
Overage charges for additional data Roaming usage above 300 MB/month	\$0.25 per MB ¹

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

¹If Customer's data usage in a given month exceeds the Data Services limitation or the 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 the Data Services limitation and the Data Roaming limitation.

- E. Sprint Domestic Messaging Add-Ons.** Messaging add-ons include text, picture and video messages based on device capability. Additional charges apply for international messaging.

Messaging Plan	Net MRC (Service Pricing Discount does not apply)	Additional Messages
300 Messages	\$2	\$0.20
1000 Messages	\$4	\$0.20
Unlimited Messages	\$6	N/A

2.7 3G/4G Connection Card Plan

- A.** The 3G/4G Connection Card 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. 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 Connection Card Plan Charges

Sprint 3G/4G Connection Plan Net MRC	NET \$42.99¹
Usage Included	Unlimited for Acceptable Use ²
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 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.

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 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.
- (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; provided that Customer's Wireless Data Connection Devices on "unlimited" Business Plans will not be subject to the 5 GB/month 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.

- (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.

2.8 Connection Plan

Option 1

MRC	NET \$39.99 ¹
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 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.

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.

Option 2

Net MRC (Service Pricing Discount does not apply) – 500 MB Per Month Usage	\$29.99
Voice Calls, including long distance (if card is capable)	\$0.20 per minute
Additional data Roaming usage above 100 MB	\$0.25 per MB
Additional data usage above 500 MB	\$.05 per MB

- 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 300 MB/month while Roaming.
- C. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

2.9 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 \$42.99 ¹	NET \$47.99 ¹
Data Services limitation in Gigabytes ("GB")	5 GB ³	5 GB ³
Overage charge for additional data Services usage above plan limit	\$0.05 per MB ²	\$0.05 per MB ²
Data Roaming limitation in Megabytes ("MB")	300 MB	300 MB
Overage charge for additional data Roaming usage above plan limit	\$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 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 Corporate-Liable Active Units activated on the 3G/4G Embedded Connection Plan shall not be placed on a standby plan that does not require payment of the entire 3G/4G Embedded Connection Plan as described in this section.

- (1) The 3G/4G Embedded Connection Plan includes unlimited data usage on the Sprint 4G Network and up to the plan's Data Services limitation 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) 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; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.
- (5) A two year term is required if Customer receives a Wireless Device Discount.
- (6) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

2.10 Tablet Plans

Net MRC	\$34.99 ¹	\$43.99 ¹
Data Services limitation in Gigabytes ("GB")	3GB	6GB
Overage charge for additional data Services usage above plan limit	\$0.05 per MB ²	\$0.05 per MB ²
Data Roaming limitation in Megabytes ("MB")	100MB	300MB
Overage charge for additional data Roaming usage above plan limit	\$0.25 per MB ²	\$0.25 per MB ²

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.

- A. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 4G Network (if included), 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 4G Network (if included), then to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.
- B. Data usage on the Sprint 4G Network requires a 4G capable device.
- C. Roaming is not available on the Sprint 4G Network at this time.
- D. Additional charges apply for messaging service.
- E. A one year term is required if Customer receives a Wireless Device Discount.
- F. Sprint Mobile Hotspot for Tablets may be added for an additional \$29.99 MRC. This MRC is net of all discounts. Customer's Service Pricing Discount is not applicable to the Sprint Mobile Hotspot for Tablets Plan. Sprint Mobile Hotspot usage is subject to the Data Services limitation and Data Roaming limitation associated with the Tablet plan.
- G. 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; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.
- H. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

2.11 Sprint Worldwide BlackBerry Plan

- 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. The Sprint Worldwide BlackBerry Plan gives Customer wireless data roaming access with CDMA technology in certain coverage areas of Canada and Mexico. Certain BlackBerry devices may roam on CDMA networks in Canada and

Mexico as well as GSM/GPRS International Roaming networks, worldwide. Wireless high speed coverage is not available everywhere and requires an international roaming capable BlackBerry device. Customer may contact its Sprint Account Representative or visit www.sprint.com/internationalroaming for current coverage areas and applicable wireless devices.

C. The Sprint Worldwide BlackBerry Plan is only available to Customer Lines domiciled in the United States. BlackBerry Plans can only be activated on a BlackBerry device. Certain services are not available on all Sprint devices. Customer may contact its Sprint Account Representative or visit www.Sprint.com for more information.

D. **Pricing.** Sprint will charge Customer the MRC listed in the table below:

MRC	\$69.99⁽¹⁾
Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand ("MBB")	Unlimited CDMA and GSM/GPRS International Data Roaming
Overage per Kilobyte	Not Applicable

(1) Unless Customer adds a voice Business Plan that includes voice calls, long distance calls, and Domestic Roaming to the Worldwide BlackBerry Plan, Customer will be charged \$0.20/minute for voice calls plus \$0.25/minute for long distance calls. Domestic Roaming calls are \$0.69/minute with an additional \$0.25/minute for long distance calls.

(2) Additional charges apply for international voice service and messaging service.

2.12 Sprint Data Link Simple Data Link connectivity. The Sprint Data Link option provides Customer simple Data Link connectivity via IPVPN, MPLS or Sprint Link Frame Relay (SLFR). A one-time Data Link network connectivity fee of \$500 will apply to new Data Link customers. In addition to the charges set forth in the Business Plan, Sprint will charge Customer a \$10 MRC for Sprint Data Link connectivity on 4G single-mode devices.

A. **SHRA/NAT Add-On to Sprint Data Link.** This add-on is for Data Link customers utilizing one or both of the Sprint value-added services listed below. There is no additional one-time charge of \$500 when SHRA and/or NAT are added. In addition to the SHRA/NAT Premium Add-on MRC in the table below, Sprint will charge Customer a \$10 MRC premium for Sprint Data Link connectivity on 4G single-mode devices.

(1) Sprint Hosted RADIUS Authentication (SHRA) – SHRA provides customers with a hosted username and password management solution for their wireless users/devices.

(2) Network Address Translation (NAT) – NAT is a technique of translating network traffic through a router that involves re-writing the source and/or destination.

SHRA/NAT Premium Add-On	
Net MRC	\$6

B. **IP Addresses.** Dynamic IP address assignment is the default method currently in use by the Sprint Data Link solution. Sprint will not charge Customer MRCs for Sprint-provided dynamic IP addresses or Customer-provided IP addresses.

(1) Data Link can also support customer specific dynamic and static IP address assignments that comply with "RFC 1918 - Address Allocation for Private Internets."

a) Supported IP Address Range – 10.X.X.X and 192.168. X.X.

b) Unsupported IP Address Range - 172.16.X

(2) Non-Recurring Charges. Sprint will charge Customer \$250 as a non-recurring charge for setup costs. These non-recurring charges apply to Customer-specific dynamic and static IP address assignments.

C. **Implementation Options.** Customer selects one of the following implementation options for Sprint Data Link (must select one):

- Option 1 - Sprint Data Link via IP VPN
- Option 2 - Sprint Data Link via SprintLink Frame Relay
- Option 3 - Sprint Data Link via MPLS VPN

D. **Additional Terms.** Customer must comply with the Sprint Data Link Product Annex, which is incorporated into this Agreement as posted to www.sprint.com/ratesandconditions as of the date Customer signs the Agreement.

2.13 Sprint Seasonal Standby Plan.

A. Description. The Sprint Seasonal Standby Plan allows Customer to place up to 5% of its committed Corporate-Liable Active Units on inactive status for a period not to exceed 6 consecutive months. Only Corporate-Liable Active Units that have been on a Business Plan for a minimum of 3 consecutive months are eligible for the Sprint Seasonal Standby Plan. At the end of the inactive status period, all Corporate-Liable Active Units on the Sprint Seasonal Standby Plan will be moved to the Business Plan with the lowest MRC available unless Customer notifies Sprint in writing at least 30 days prior to the expiration of the Sprint Seasonal Standby Plan and specifies a different Business Plan. A Corporate-Liable Active Unit may only be placed on the Sprint Seasonal Standby Plan once during the Term of the Agreement. Time spent as inactive on the Sprint Seasonal Standby Plan does not count toward the fulfillment of a Corporate-Liable Active Unit's Minimum Service Term. A Corporate-Liable Active Unit's Minimum Service Term will be extended for the length of time the Active Unit spent as inactive on the Sprint Seasonal Standby Plan. Corporate-Liable Active Units on the Ready LinkSM plan may not be transitioned to the Sprint Seasonal Standby Plan.

B. Pricing. Sprint will charge Customer the following charges:

MRC	\$5.95 per Corporate-Liable Active Unit
Nextel Direct Connect® on Sprint Devices	\$.50 per minute

1. Corporate-Liable Active Units on the Sprint Seasonal Standby Plan will not have access to any voice or data features. Nextel Direct Connect® will be available only for Sprint Devices, and Customer will be liable for any Nextel Direct Connect usage charges as set forth in the table above, and any applicable taxes, fees, charges and surcharges.

C. Service Credits, Wireless Device Discounts, Rebates. Corporate-Liable Active Units on the Sprint Seasonal Standby Plan are not eligible for service credits, wireless device discounts, or rebates.

**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 Nationwide Sprint Network, the Sprint 3G Network, 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 Nextel Direct Connect® Features.

- A. General.** Nextel Direct Connect transmissions occur only between Active Units that are each capable of sending and receiving Nextel 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 when Roaming and are not available on the Sprint 4G 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.
- 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 either Nextel Devices or Sprint Devices.

- D. **International Direct ConnectSM**. International Direct Connect is only available for Nextel Devices subscribed to Direct Connect service. International Direct Connect currently 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[®]**. NextMail allows a user to use Nextel Direct Connect minutes to record and send voice messages to any e-mail address. NextMail is only available on Nextel Devices.
- 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 Talkgroup 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. **TeamDCSM**. TeamDC allows up to 35 nationwide group members (including the group creator), all using Sprint Devices, to participate in a Nextel 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.
- K. **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. Users of Sprint 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.
- L. **DC Permissions**. DC Permissions allow a Nextel Direct Connect user to block/allow Nextel 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 Devices.
- M. **SMS Messaging**. Nextel Direct Connect users with Sprint Devices may be prompted to send a text or voice SMS message when a Nextel 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 Nextel Direct Connect transmissions between two Sprint Devices when the recipient uses a single number for voice calls and Nextel Direct Connect service. Sprint charges for these SMS messages consistent with Customer's Business Plan.

1.4 **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.

1.5 **Roaming**. 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 5 GB/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 or on the Sprint 4G Network.

1.6 **Modification**. Sprint may modify terms and features of a wireless Business Plan 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 Network 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 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. 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. 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.

D. 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 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.
- 2.6 Limitations Period.** Sprint will use commercially reasonable efforts to invoice Customer (a) for Domestic Services, within 180 days of the end of the monthly billing period in which Sprint provides the wireless Services and (b) for non-Domestic Services, within 180 days of the date Sprint receives an invoice from a foreign service provider. If Sprint fails to invoice Customer for the applicable 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 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 within 30 days of receipt 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 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 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 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. **CUSTOMER WILL RELEASE SPRINT FROM 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 CORPORATE-LIABLE 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 Plan, 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 5 GB/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 or about **June 30, 2013**. After **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 30, 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. DEFINITIONS.

- 8.1 "Active Unit" or "Line"** means an active piece of wireless Product.
- 8.2 "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.
- 8.3 "Applications"** include email, and data, information and other wireless Internet services.
- 8.4 "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.
- 8.5 "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.
- 8.6 "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.
- 8.7 "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.
- 8.8 "Individual-Liable Active Unit" or "Employee Line"** means an Active Unit activated by an Employee and for which the Employee is financially responsible.

- 8.9 "Location Based Service" means any Service or Application that uses, accesses, tracks or discloses the location of an Active Unit.
- 8.10 "MRC" means monthly recurring charge.
- 8.11 "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.
- 8.12 "Nextel Device" means a Product that uses the Nextel National Network for Nextel Direct Connect service, including a PowerSource device.
- 8.13 "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.
- 8.14 "Nextel Services" means wireless Services provided by Sprint on the Nextel National Network using iDEN technology.
- 8.15 "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.
- 8.16 "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.
- 8.17 "Roaming" means voice or data service provided on another wireless carrier's network through agreements established by Sprint.
- 8.18 "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.
- 8.19 "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.
- 8.20 "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.
- 8.21 "Sprint Device" means a Product that uses the Sprint 3G Network for Nextel Direct Connect service.
- 8.22 "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.
- 8.23 "Sprint Networks" includes the Nationwide Sprint Network, the Sprint 3G Network, and the Nextel National Network.
- 8.24 "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.
- 8.25 "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.
- 8.26 "Wireless Data Connection Device" means a mobile broadband card, USB modem, embedded modem, or a phone subscribed to a phone as modem Business Plan.
- 8.27 "Wireless Services" includes Nextel Services, Sprint Services, and Sprint 4G Services.

ATTACHMENT C
EMERGENCY RESPONSE TEAM GO-KIT PRODUCT ANNEX

The following terms and conditions in this Emergency Response Team Go-Kit Product Annex ("Annex"), together with the Government Wireless Services Agreement ("Agreement") under which Customer is purchasing the Emergency Response Team Go-Kit, govern Sprint's provision of the Emergency Response Team Go-Kit to Customer. Terms not otherwise defined in this Annex will have the meanings set forth in the Agreement.

- 1. PROVISION OF SPRINT PRODUCTS AND SERVICES.** All terms and conditions in this Annex apply to Products and Services operating on the Nationwide Sprint Network, the Sprint 4G Network or the Sprint 3G Network, as applicable, which Customer purchases from Sprint pursuant to this Annex ("ERT Go-Kit(s)") unless otherwise specified. Sprint Spectrum L.P., and certain other affiliates of Sprint Nextel Corporation, provide the Sprint Services listed in this Annex.
- 2. ERT GO-KIT PROGRAM.** As part of its long standing relationship with the law enforcement and public safety communities and with the many private sector entities that rely on business continuity, assist in disaster relief, recovery operations and pre-planned events, Sprint has developed the Emergency Response Team Go-Kit™ Program ("ERT Go-Kit Program") whereby it has developed the ERT Go-Kit™ series of products. ERT Go-Kits™ consist of customized short-term communication solutions for those organizations and entities involved in business continuity, disaster relief, recovery operations and pre-planned events. ERT Go-Kits consist of pre-activated Sprint basic phones, feature phones, Smartphones, 3G/4G data cards, other Sprint devices and/or ruggedized Storm Cases™ as ordered by Customer. Each device in an ERT Go-Kit is active and ready for immediate use. Usage charges will apply; refer to Section 11 for rates.
- 3. PROGRAMMING.**
 - 3.1** Sprint will program Products pursuant to Customer's reasonable requirements prior to shipping the ERT Go-Kits™. Customer must provide the programming requirements to Sprint (in electronic form as prescribed by Sprint) no later than fourteen (14) days prior to shipment of the ERT Go-Kits™ to Customer. If Sprint does not receive programming requirements, Customer's order will be deemed incomplete, and Sprint will not process Customer's ERT Go-Kits until programming is received.
 - 3.2** Programming will be completed by Sprint one-time at no cost prior to the initial shipment of the ERT Go-Kits to Customer. If Customer requests re-programming, or a change in programming, prior to shipment, then the shipment date may be delayed and an additional Ten Dollar (\$10.00) processing fee per Product will apply.
 - 3.3** Upon shipment of the ERT Go-Kits™, all additional or future programming needs will be the sole responsibility of Customer. At Customer's request, and at Sprint's sole and absolute discretion, Sprint may reprogram Products after the ERT Go-Kits have been shipped to Customer, however, Customer will be required to return Products to Sprint at Customer's expense and pay an additional reprogramming fee to Sprint.
- 4. CUSTOMER SERVICE.** Products will be active when shipped to Customer. If Customer experiences any service problems and requires assistance, it may contact Sprint's ERT Agency Support Hotline at 888-639-0020 (or 254-295-2220 for Government Emergency Telephone System ("GETS") users) for assistance. Sprint's ERT Agency Support Hotline will be staffed 24 hours per day, 7 days per week, 365 days per year.
- 5. DAILY USAGE AND FEES.**
 - 5.1** Customer will be charged a Monthly ERT Number Reservation Fee for each Product, to reserve telephone and/or direct connect numbers.
 - 5.2** Customer may request international calling capability by contacting Sprint's ERT Agency Support Hotline at 888-639-0020 (or 254-295-2220 for GETS users). Additional monthly recurring fees and per minute international rates for usage (based on country called) will apply. For more information on International Capabilities, see www.sprint.com/international.
 - 5.3** Application Loading Fee (optional). Customer may request that Sprint load additional applications to its ERT Go-Kit Products, however a one-time application configuration and loading fee per device will apply.
 - 5.4** Please see Section 11 of this Annex for fees and usage charges.
 - 5.5** Notwithstanding any other terms of the Agreement, and as determined in Sprint's sole and absolute discretion, Customer may receive a separate bill or invoice for ERT products and services.
- 6. LOCATION BASED SERVICES.** Upon Customer's request, and prior to original shipment of Products, Sprint will configure the Products to include Customer's preferred location based services application(s), if any. Sprint or third-party providers may assess additional fees for certain Location Based Services, including application purchase price, application-loading fees, and monthly recurring charges.
- 7. RETURN OF ERT GO-KITS™.** Notwithstanding the terms described in the Agreement, sales of ERT Go-Kits™ and related Products are final upon shipment to Customer. Sprint reserves the right, in its sole and absolute discretion, to accept returns of any ERT Go-Kits and related Products on a case-by-case basis within thirty (30) days of Customer's receipt of such equipment. Customer will be responsible for all shipping and processing charges related to any returns of ERT Go-Kits and Products.

8. EXIT FROM ERT GO-KIT™ PROGRAM.

- 8.1** Any Products and ERT Go-Kits purchased by Customer may be removed from the ERT Go-Kit™ Program at any time upon written notice to Sprint, whereby all Products purchased by Customer pursuant to the ERT Go-Kit Program will no longer be subject to the ERT Go-Kit rate plan described in this Annex. Any monthly number reservation or usage fees paid by Customer pursuant to the ERT Go-Kit Program prior to the date of termination will not be refunded by Sprint either in whole or in part. Upon exit from the ERT Go-Kit Program, any previously reserved telephone numbers and Direct Connect numbers may be disconnected immediately and will no longer be available for reassignment by Customer.
- 8.2** Once Customer has fully exited its ERT Go-Kit Program account, a three (3) month waiting period will be required prior to Customer reentering the ERT Go-Kit Program. Sprint reserves the right, in its sole and absolute discretion, to allow re-entry of Products into the ERT Go-Kit™ Program prior to the (3) month waiting period on a case by case basis. Further, upon reentering the ERT Go-Kit Program, Customer will be required to pay monthly number reservation Fees for any Products purchased.

9. PURCHASE ORDERS. All Purchase Orders and/or credit card authorization forms for ERT Go-Kit and related Products and Services shall be delivered to Sprint's Emergency Response Team by email, or facsimile at email: ERTRequests@sprint.com; or facsimile: 913-523.2097. All shipping costs for ERT Go-Kits and related Products ordered by Customer shall be paid by Customer as described on Customer's invoice. In all other respects, with the exception of Returns described in Section 7 of this Annex and point of contact information for Purchase Orders described in Section 9 of this Annex, Customer Purchases and Orders shall be subject to the terms of the Agreement.

10. TRAINING. Sprint will provide to Customer training regarding Products, Services, and ERT Go-Kits as mutually agreed by the parties. Sprint may charge additional costs or fees for such training.

11. ERT GO-KIT VOICE AND DATA RATE PLANS

11.1 Customer may select from the voice and data rate plans listed in this Annex. Unless otherwise stated in this Annex, plan pricing in this Annex reflects gross pricing before the application of promotions, special offers or other discounts, including any applicable volume discount. The discounts set forth in Attachment A, Wireless Services Term and Volume Discounts, do not apply to the pricing set forth in this Attachment.

11.2 ERT Go-Kit Equipment Pricing.

ERT Go-Kit™ Device Pricing		
Item	Unit Price	Details/Comments
Sprint basic/feature phone	TBD	Company's Sales Representative to provide price. Please refer to Customer's Master Service Agreement for any minimum service term.
Smartphone with no minimum service term	75% of MSRP	Company's Sales Representative to provide price.
3G/4G Air Card	TBD	Company's Sales Representative to provide price.
Router	TBD	Company's Sales Representative to provide price
Accessories – Batteries, car battery charger, headset, etc	TBD	Company's Sales Representative to provide price

ERT Go-Kit™ Storm Case™ Pricing		
Item	Unit Price	Details/Comments
5 or 10 device Ruggedized Storm Case™	\$220.00	Includes: Ruggedized Storm Case™ w/o wheels & foam inserts
30 Unit Ruggedized Storm Case™ with wheels	\$330.00	Includes: Ruggedized Storm Case™ with wheels, foam inserts & accessory containers
50 Unit Ruggedized Storm Case™ with wheels	\$375.00	Includes: Ruggedized Storm Case™ with wheels, foam inserts & accessory containers

11.3 ERT Go-Kit Number Reservation, Set-up and Usage Fees.

ERT Go-Kit™ Number Reservation and Set Up Fees		
Service	Total MRC or Unit Price	Details/Comments
Monthly ERT Number Reservation Fee	\$6.25 MRC	Billed Monthly to Reserve Phone/Direct Connect Numbers
Monthly 3G/4G Smartphone Premium Data Charge	\$10.00 MRC	Monthly Premium Data Service Charge for Smartphones
3G/4G Air Card Premium Data Service Charge	\$2.00 MRC	Monthly Premium Data Service Charge for 3G/4G Air Cards
ERT Go-Kit™ Processing	\$0.00 (at the initial sale and prior to receiving ERT Go-Kit™)	Inventory and Kitting of Devices/Accessories is included for free at the time of initial sale and prior to Customer receiving ERT Go-Kit™
ERT Go-Kit™ Re-Programming Fee (if applicable)	\$10.00 (see comments)	Programming is done one time only for free at the time of initial sale. If Customer changes its programming requirements prior to shipment but after the programming of the devices has been completed, the shipment date will be delayed and Sprint ERT will charge an additional \$10 processing fee per device. Upon shipment of the ERT Go-Kits™, all additional or future programming needs becomes the responsibility of Customer. Sprint ERT will not make any programming changes after the Devices have been shipped.
One-Time Application Loading Fee (Optional)	\$25.00	One Time Application Registration and Set Up Fee per unit/handset. Only required with optional Location Based Services (LBS) and other data applications offering. – see www.sprint.com for a full list of available applications. One-Time application fee will apply if Customer would like application of choice configured by ERT at time of initial sale and prior to Customer receiving ERT Go-Kit™

ERT Go-Kit™ Daily Usage Fees		
Service	Usage Fee	Details/Comments
Domestic Direct Connect and Group Connect	\$.06/minute	Domestic Private & Group Connect* billed monthly based on usage. (*Group Connect is billed per minute multiplied by the number of users involved in the Group Connect.)
Domestic Cellular Calling (Includes Domestic Long Distance)	\$.06/minute	Domestic Cellular Calling (including Domestic Long Distance) billed monthly based on usage.
Handset Data	\$.50/MB	Handset data billed monthly based on usage.
One-Time Application Loading Fee (Optional)	\$25.00	Location Based Services (LBS) and other applications available. See www.sprint.com for a full list of available applications. One-Time application fee will apply if Customer would like application of choice configured by ERT at time of initial sale and prior to customer receiving ERT Go-Kit™
2-Way Text Messaging	\$.15/text message	2-Way Text Messaging billed monthly based on usage.
3G/4G Air Card	\$.25/MB	3G/4G Air Card data billed monthly based on usage. Usage fees not to exceed \$150 per user in a billing cycle.

12. **TECHNOLOGY EVOLUTION.** 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-focused and commercially reasonable manner and will provide its customers with periodic updates that provide relevant information.

PAAWD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

CAMPAIGN INCLUDING ARRA SUPPLEMENTAL TERMS & CONDITIONS

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and

Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov."

TERMS

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the

agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller. \

P6

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

INSURANCE2

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE,

AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.