



**AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-52 Electronic Commerce Services
Special Item No. 132-53 Wireless Services

SIN 132-52 - ELECTRONIC COMMERCE (EC) SERVICES

FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services

SIN 132-53 – WIRELESS SERVICES

Cellular/PCS Voice Services

Sprint Communications Company, L.P.

12524 Sunrise Valley Drive

Reston, VA 20196

703-592-8759

www.sprint.com/business

Contract Number:

GS-35F-0329L

Period Covered by Contract:

April 6, 2001 through April 5, 2016

General Services Administration

Federal Supply Service

Pricelist current through Modification **PO-0223**, dated **May 14, 2014**

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA *Advantage!* System. Ordering activities can browse GSA *Advantage!* by accessing GSA's Home Page via Internet at www.gsa.gov.

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INFORMATION FOR ORDERING ACTIVITIES

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!TM on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contains information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. **GEOGRAPHIC SCOPE OF CONTRACT:**

The Geographic Scope of Contract will be domestic delivery only.

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

2. **CONTRACTOR'S ORDERING AND PAYMENT ADDRESS:**

Ordering Only:

Sprint Communications Company, L.P.
Public Sector VARESA0208
ATTN: Marianne Adams, Sr. Contract Administrator
12502 Sunrise Valley Drive
Reston, VA 20196

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance: (703) 592-8759

3. **LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. **STATISTICAL DATA FOR GOVERNMENT ORDERING ACTIVITY COMPLETION OF STANDARD FORM 279**

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS): 60-349-3677
Block 30: Type of Contractor: Large Business
Block 31: Woman-Owned Small Business: No
Block 37: Contractor's Taxpayer Identification Number (TIN): 43-1408007
Block 40: Veteran Owned Small Business (VOSB): No

- 4a. **CAGE CODE: For SIN 132-52 -0J4K8, For SIN 132-53 – SWP63**
- 4b. Contractor **has** registered with the Central Contractor Registration Database.

5. FOB DESTINATION

When deliveries are made to destinations outside the 48 contiguous States, i.e., Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations as specified, and are not covered the following conditions will apply:

- (1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the ordering activity from the point of exportation to destination in Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations specified, as designated by the ordering activity. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.
- (2) The right is reserved to ordering activities to furnish ordering activity bills of lading.

Ordering activities will be required to pay differential between freight charges and express charges where express deliveries are desired by the ordering activity.

6. DELIVERY SCHEDULE

- a. **Time of Delivery:** The contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below.

Items or Groups of Items (SIN or Nomenclature)	Delivery Time (Days ARO)
<u>132-52</u>	<u>As negotiated between Contractor and ordering activity.</u>
<u>132-53</u>	<u>10 days</u>

- b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: None - NET 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: None
- c. Dollar Volume: None
- d. Ordering Activity Educational Institutions: Ordering Activity Educational Institutions are offered the same discounts as all other ordering activity customers.

8. **TRADE AGREEMENTS ACT OF 1979, AS AMENDED:** All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:** Export packing is available at extra cost outside the scope of this contract.

10. **SMALL REQUIREMENTS:** The minimum dollar value of orders to be issued is \$100.00.

11. **MAXIMUM ORDER:** (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-52 - Electronic Commerce (EC) Services

Special Item Number 132-53 – Wireless Services

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

REQUIREMENTS: Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 **FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication

products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. **CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)**

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. **CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4).
16. **GSA ADVANTAGE!:** *GSA Advantage!* is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. *GSA Advantage!* will allow the user to perform various searches across all contracts including, but not limited to:
- (a) Manufacturer
 - (b) Manufacturer's Part Number; and
 - (c) Product category(ies).

Ordering activities can browse *GSA Advantage!* by accessing the Internet World Wide Web utilizing a browser (ex: NetScape). The Internet address is <http://www.gsaadvantage.gov>.

17. **PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. **CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS:**

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule Contract.

- c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES:

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

N/A

Upon request of the contractor, the ordering activity may provide the contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.sprint.com/business. The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

a. The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the contract.

b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO
ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)**

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “*Standards for Security Categorization of Federal Information and Information Systems*”) (FIPS 200, “*Minimum Security Requirements for Federal Information and Information Systems*”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

5. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer’s commercial warranty for the item listed below:

The warranty shall commence upon the later of the following:

- a. Activation of the user’s service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

Refer to Sprint Dedicated Internet Access Product Annex

Refer to Sprint Global Multiprotocol Label Switching (MPLS) VPN Product Annex

14. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

14. ELECTRONIC COMMERCE SERVICE PLAN

(a) Describe the electronic service plan and eligibility requirements.

Refer to Sprint Dedicated Internet Access Product Annex

Refer to Sprint Global Multiprotocol Label Switching (MPLS) VPN Product Annex

(b) Describe charges, if any, for additional usage guidelines.

Refer to Sprint Dedicated Internet Access Product Annex

Refer to Sprint Global Multiprotocol Label Switching (MPLS) VPN Product Annex

(c) Describe corporate volume discounts and eligibility requirements, if any.

Refer to Sprint Dedicated Internet Access Product Annex

Refer to Sprint Global Multiprotocol Label Switching (MPLS) VPN Product Annex

SPRINT DEDICATED INTERNET ACCESS PRODUCT ANNEX (REV10-21-09)

The following terms and conditions, together with the Sprint Dedicated Internet Access Product Annex ("Annex") together with the Sprint GSA IT Schedule 70 contract number GS-35F-0329L ("Agreement"), govern Sprint's provision and Customer's use of Sprint Dedicated Internet Access (the "Services") specified in the applicable order ("Order").

1. **Services Description.** Sprint Dedicated Internet Access is always-on connectivity to the global Internet provided via dedicated ports connected to Sprint's native IP backbone ("SprintLink").
2. **Order Term.** The initial Order Term for the Services will be stated in the Order and will begin on the first day of the billing month following the date the Services are installed and available to Customer. At the end of the initial Order Term, the term will renew on a month-to-month basis. Either party may terminate the Order at the end of the initial term or during a renewal term by providing the other party 30 days' prior written notice.
3. **Internet Service Providers ("ISPs").** ISPs may use the Services to provide Internet access to their customers. If Customer is or becomes an ISP, Sprint's Internet Service Providers Product Annex will apply.
4. **Primary Service Component(s).** The primary service component for the Services is a Port. A Port is the physical entrance to the Sprint network.
 - 4.1 **Port Charges.** Sprint will charge Customer a Non-Recurring Charge ("NRC") and a monthly charge for each Port. For monthly charges, Sprint offers both fixed rate (Monthly Recurring Charge or "MRC") and usage-based (Burstable) Port pricing. For Burstable Port pricing, Sprint will provide Customer with a full Port at a given bandwidth and will charge Customer a variable monthly charge based on Customer's sustained Port utilization. Sprint will determine Customer's Port utilization and charges at the end of each month. Additional information regarding Sprint's Port utilization computation is available upon request.
 - 4.2 **Port Upgrades.** Customer may upgrade an existing Port before an Order Term expires without incurring early termination liabilities for that Port, if the upgraded Port: (1) is installed at the same location as the replaced Port; (2) is installed within 10 days after the replaced Port is disconnected; (3) has an Order Term equal to or greater than the remaining Order Term of the replaced Port, subject to a one year minimum; and (4) has greater Port bandwidth than the replaced Port.
 - 4.3 **Additional Port Terms and Conditions.** Ports are subject to availability of capacity. If Customer's Port resides in a Sprint Shared Tenant facility, Customer is responsible for working with the site vendor to order the cross connect and will be invoiced by the site vendor for any fees associated with the cross-connect.
5. **Additional Required Components.** The Services also require Customer to have the following:
 - 5.1. **Dedicated Local Access.** Dedicated local access is required for the Services. Customer may purchase Sprint-provided local access facilities, which will be provided under separate agreement with Sprint, or Customer may provide its own local access facilities. Pricing for Sprint provided local access may be viewed at http://www.sprintbiz.com/tariffcalc/car_index.jsp.
 - 5.2. **Customer Premise Equipment ("CPE").** CPE is required for the Services. Customer may elect to purchase CPE from Sprint or provide its own CPE. CPE includes, but is not limited to the following:
 - A. **Channel Service Unit/ Digital Service Unit ("CSU/DSU").** Access services may require a single CSU/DSU, multiple CSU/DSUs, or an internal router card with CSU/DSU functionality, depending on the access bandwidth and desired configuration. Customer-provided CSU/DSUs must be Sprint-certified to be used with the Services.

- B. Routers.** Unless Customer has separately contracted with Sprint to provide additional support services, Customer is fully responsible for the router, including configuration, maintenance, and management. If Customer elects not to obtain a router from Sprint, Customer must furnish the necessary ancillary equipment (cables, routing software, etc.) to ensure interoperability with the Services.
- 6. Domain Name Service.** Domain Name Service (“DNS”) is an Internet standard that resolves (converts) textual Internet domain names into their numeric IP address counterparts. Sprint operates and manages name servers that host Customer’s domain names and resolve IP address to domain name requests (and vice versa). Upon Customer’s request, Sprint will provide Customer free primary DNS for a maximum of 5 second-level domain names and free secondary DNS up to 50 zones. Additional domains may be available at the then current additional charge. DNS is not available to ISPs, and Customer must have at least one Port on the Sprint IP backbone to receive this service.
- 7. Invoicing** MRCs are billed in advance for all services provided during the following billing period. The first and last invoices will include prorated MRCs based on the first and last day of service. The usage-based charges above and beyond MRCs are billed in arrears.
- 8. Network Monitoring**
- 8.1.** As part of the Services, Sprint provides Customer a trouble resolution team available to respond to Customer’s issues 24 hours a day, 365 days a year. Customer may elect to purchase additional monitoring and management services as described in Section 9 below.
- 8.2.** Sprint will provide a trouble ticket number from Sprint's automated Trouble Reporting System (“TRS”) to Customer’s help desk that reports the trouble. For each trouble report, TRS will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble report. Sprint will keep Customer’s representatives apprised of the status of service restoration actions.
- 9. Enhanced Monitoring and Managed Services.** For customers interested in purchasing enhanced monitoring and managed services for the Services, Sprint offers the following:
- 9.1. Sprint Managed Network Services.** These services include a comprehensive suite of management and implementation services that support multi-protocol Wide Area Networks (WANs) and Local Area Networks (LANs) utilizing Sprint and non-Sprint provided transport services. These services support customer premises-based routers, IP-VPN devices, switches, hubs, servers, and applications worldwide. Sprint Managed Network Services is comprised of engineering, design, and implementation of customer networks, including WAN transport; LANs and CPE; day-to-day operational support; configuration management; network and CPE monitoring; proactive notification; fault management; trouble resolution; and network and device performance reporting.
- 9.2. Sprint E-mail Protection Services.** These services provide inbound and outbound content blocking, policy management, anti-virus and spam management (including message quarantine service), disaster recovery, outbound anti-virus management and SMTP Services, web reports, and web administration.
- 9.3. Sprint Managed Security Services.** These services include a comprehensive suite of management and implementation services that support security related functionality. The services support firewall, intrusion detection and prevention services, DDOS detection and mitigation, and URL and content filtering. Customer entitlements include engineering; design and implementation of services; day-to-day operational support; configuration management; security event monitoring; proactive notification; fault management; trouble resolution; and network and security event reporting.
- 10. Service Level Agreement.** All applicable Service Level Agreements, as Sprint may amend them from time to time, will apply during the Order Term.

Refer also to Standard Terms and Conditions for Communications Services (Page 82)

DEDICATED INTERNET ACCESS SERVICE PORT PRICING TABLES

Domestic Sprint Dedicated Internet Access Ports – Contiguous 48 States only

SIN	Product Description	GSA Monthly Port Price	Installation
132-52	64k	\$90.00	\$0.00
132-52	128k	\$108.00	\$0.00
132-52	256k	\$125.00	\$0.00
132-52	384k	\$136.01	\$0.00
132-52	512k	\$143.45	\$0.00
132-52	T1 (1.5M)	\$166.24	\$0.00
132-52	3M Mmb	\$357.50	\$0.00
132-52	4.5M Mmb	\$531.96	\$0.00
132-52	6M Mmb	\$657.39	\$0.00
132-52	7.5M Mmb	\$785.85	\$0.00
132-52	9M Mmb	\$910.78	\$0.00
132-52	10.5M Mmb	\$1,036.21	\$0.00
132-52	12M Mmb	\$1,160.64	\$0.00
132-52	6M FDS3	\$717.75	\$0.00
132-52	9M FDS3	\$920.00	\$0.00
132-52	12M FDS3	\$1,148.55	\$0.00
132-52	15M FDS3	\$1,178.78	\$0.00
132-52	18M FDS3	\$1,209.00	\$0.00
132-52	22M FDS3	\$1,269.45	\$0.00
132-52	25M FDS3	\$1,329.90	\$0.00
132-52	28M FDS3	\$1,360.13	\$0.00
132-52	31M FDS3	\$1,390.35	\$0.00
132-52	34M FDS3	\$1,450.80	\$0.00
132-52	DS3 (45M)	\$1,571.70	\$0.00
132-52	OC3 (155M)	\$3,677.38	\$0.00
132-52	OC12 (622M)	\$11,812.94	\$0.00
132-52	2M Frac 10M E	\$231.22	\$0.00
132-52	4M Frac 10M E	\$338.02	\$0.00
132-52	5M Frac 10M E	\$370.26	\$0.00
132-52	6M Frac 10M E	\$398.21	\$0.00
132-52	8M Frac 10M E	\$459.42	\$0.00
132-52	10M Ethernet	\$523.65	\$0.00
132-52	20M Frac FastE	\$787.87	\$0.00
132-52	30M Frac FastE	\$978.53	\$0.00
132-52	40M Frac FastE	\$1,069.97	\$0.00
132-52	50M Frac FastE	\$1,170.72	\$0.00
132-52	60M Frac FastE	\$1,270.96	\$0.00
132-52	FastE (100M)	\$1,618.05	\$0.00

132-52	200M Frac GigE	\$3,273.87	\$0.00
132-52	300M Frac GigE	\$4,013.12	\$0.00
132-52	400M Frac GigE	\$4,795.70	\$0.00
132-52	500M Frac GigE	\$5,496.92	\$0.00
132-52	600M Frac GigE	\$6,206.20	\$0.00
132-52	GigE (1000M)	\$9,056.42	\$0.00

Notes applicable to all service regions above:

Sprint will charge Customer a fixed Net MRC and fixed Net NRC in the applicable amounts from the tables above for each Sprint Dedicated Internet Access Port, installed or in service during the Term.

- A. Sprint Dedicated Internet Access is always-on connectivity to the global Internet provided via dedicated ports connected to Sprint's native IP backbone ("SprintLink"). Customer must comply with the Sprint Dedicated Internet Access Product Annex located at www.sprint.com/ratesandconditions. Both dedicated local access and Customer Premise Equipment ("CPE") are required for Sprint Dedicated Internet Access. Unless specifically stated otherwise in this Sprint Dedicated Internet Access pricing section, dedicated local access and CPE are not included in any of the rates in this section, and if Customer elects to purchase these components from Sprint, the pricing for these components will be stated in a separate section of this Agreement or in a separate agreement with Sprint. The term "Net" as used in this pricing section means that the associated charge is after any applicable discounts have been applied, but before taxes, surcharges, and other charges otherwise outlined in the Agreement have been applied.
- B. Transit IP connectivity allows Customer to send and receive IP traffic from sites connected directly to Sprint's Internet network and sites that are connected to Sprint's peers. Non-Transit IP connectivity allows Customer to send and receive IP traffic only from sites connected directly to Sprint's Internet network. Customer will not be able to directly send or directly receive IP traffic from sites connected to other ISPs through its Non-Transit connection with Sprint.
- C. Sprint provides Ethernet Port Services only at selected locations for Co-Location or Customer Provided Access. Customers shall arrange and are responsible for all costs related to transport from customer premises to Sprint Ethernet Location(s). For Sprint Provided Ethernet Access, Sprint provides Ethernet Port/Access Bundles, where available. Sprint Provided Ethernet offers two types of access bundles; Dedicated and Shared. Shared Service is provided via shared Ethernet Virtual Private Line (EVPL) access based on a local access "switched" network to a shared network interface to the IP network while Dedicated Service is provided via Ethernet Private Line (EPL) access based on a local access network to a dedicated network interface to the IP network.

**SPRINT GLOBAL MULTIPROTOCOL LABEL SWITCHING (MPLS)
VIRTUAL PRIVATE NETWORK (VPN) PRODUCT ANNEX (Rev. 3-26-13)**

The following terms and conditions, together with the Sprint GSA IT Schedule 70 contract number GS-35F-0329L ("Agreement") will govern Sprint's provision and Customer's use of the Sprint Global MPLS VPN Service (the "Services") specified in the applicable order form ("Order").

1. **Services Description.** Sprint's Multiprotocol Label Switching Virtual Private Network ("MPLS VPN") solution is a network-based IP VPN available globally across Sprint's IP/MPLS backbone. This solution provides customers with a secure IP VPN solution with any-to-any intranet connectivity, as a private means by which to connect their enterprise sites and offers an optional secure IP VPN solution for any-to-any private network connectivity ("Extranet") between multiple customers over Sprint's MPLS VPN. In addition, customers can purchase Value Added Services ("VAS"), such as Secure Internet Access with Network-based Firewall, all on the same underlying network infrastructure.
2. **Order Term.** The initial Order Term for the Services will be stated on the Order and will begin on the first day of the billing month following the date Services are installed and available to Customer. At the end of the initial Order Term, the term will renew on a month-to-month basis. Either party may terminate the Order at the end of the initial term or during a renewal term by providing the other party 30 days' prior written notice.
3. **Primary Service Components.** The primary service components for the Services are as follows:
 - 3.1. **Global MPLS VPN Port(s).** A Port is the physical entrance to the Sprint network.
 - A. **Port Charges.** Sprint will charge Customer a Non-Recurring Charge ("NRC") and a monthly charge for each Services Port, including all sub-elements or configurable attributes to the Port. The Network Design Document and Port Order will specify the sub-elements or configurable attributes to the Port (e.g. Port speed, link protocol, routing protocol, VRF policy, Class of Service (for DS3/E3 and below), and where Customer requests, Multicast VPN). For monthly charges, Sprint offers fixed rate (Monthly Recurring Charge or "MRC") and may offer usage-based (Burstable) Port pricing. For Burstable Port pricing, Sprint will provide Customer with a full Port at a given bandwidth and will charge Customer a variable monthly charge based on Customer's sustained Port utilization. Sprint will determine Customer's Port utilization and charges at the end of each month. Additional information regarding Sprint's Port utilization computation is available upon request.
 - B. **Port Upgrades.** Customer may upgrade an existing Port before an Order Term expires without incurring early termination liabilities for that Port, if the upgraded Port: (1) is installed at the same location as the replaced Port; (2) is installed within 10 days after the replaced Port is disconnected; (3) has an Order Term equal to or greater than the remaining Order Term of the replaced Port, subject to a one year minimum; and (4) has greater Port bandwidth than the replaced Port.
 - C. **Additional Port Terms and Conditions.** Ports are subject to availability of capacity. If Customer's Port resides in a Sprint Shared Tenant facility, Customer is responsible for working with the site vendor to order the cross connect and will be invoiced by the site vendor for any fees associated with the cross-connect.
 - 3.2. **Digital Signature Client Software.** This software is used to encrypt email communication between Customer and Sprint regarding service requests. Sprint will provide Customer digital certificates and digital signature client software licenses for 2 Customer points of contact at no charge. If Customer requires more than 2 software licenses, Customer may purchase additional licenses from Sprint at Sprint's then-current list rate. If Customer purchases Sprint Managed Network Services, Customer will receive 2 additional licenses at no charge.

4. **Additional Required Components.** The Services also require Customer to have the following:
- 4.1. **Dedicated Local Access.** Dedicated local access is required for the Services. Customer may purchase Sprint-provided local access facilities, which will be provided under separate agreement with Sprint, or Customer may provide its own local access facilities. Pricing for Sprint provided local access may be viewed at http://www.sprintbiz.com/tariffcalc/car_index.jsp
 - 4.2. **Customer Premise Equipment (“CPE”).** CPE is required for the Services. Customer may elect to purchase CPE from Sprint or provide its own CPE. CPE includes, but is not limited to the following:
 - A. **Routers.** Unless Customer has separately contracted with Sprint to provide additional support services, Customer is fully responsible for the router, including configuration, maintenance, and management. In addition, if Customer elects not to obtain a router from Sprint, Customer must furnish the necessary ancillary equipment (cables, routing software, etc.) to ensure interoperability with the Services.
5. **MPLS over Digital Subscriber Line (“DSL”).** Customer sites may qualify for alternate access via MPLS DSL. This eliminates the need for a MPLS Port and access at the qualifying site. MPLS DSL sites may communicate freely with other MPLS DSL and MPLS locations. Customer must have at least one MPLS Port in its network.
6. **Value-added Services.** Sprint provides Value-added Services (“VAS”) that Customer may opt to purchase as part of its Global MPLS VPN solution. VAS have both a monthly charge and an NRC. For monthly charges, Sprint offers both fixed rate and variable (usage-based) VAS pricing. For usage-based VAS pricing, the monthly charge will vary based on the aggregate bandwidth Customer utilizes each month. Customer must select either fixed rate or usage-based pricing for its entire network.
- 6.1. The following VAS are Network-based:
- A. **Secure Internet Access (“SIA”) with Network-based Firewall.** Regional VAS gateways provide secure access from the Services to the Internet. Each site in Customer’s Global MPLS VPN will receive Internet access secured by a stateful inspection firewall located within Sprint’s network.
 - B. **Remote Access Service (“RAS”).** RAS allows Customer’s employees or users to obtain remote access to the Services through the use of a VPN client. This client is installed on an employee’s or user’s laptop and builds an IPSec tunnel back to a VAS gateway to enable employees or users to run corporate applications while away from the office.
 - C. **Virtual System (VSYS).** A VSYS is a subdivision of the main system that appears to the user to be a stand-alone entity. An additional VSYS will be required when the default number of VSYS provisioned for the customer is not sufficient.
 - D. **Zone.** A zone is a segment of network space to which security measures are applied. Additional zones could be required to make the network security design more granular without deploying multiple security appliances.
 - E. **Policy.** A policy provides a protection mechanism for the firewall allowing traffic to be passed on source/destination zone, source/destination IP address, ports and protocols. A policy, also known as a rule, or set of policies will be required in case of a complex customer firewall for which the default number of policies is not sufficient.
- 6.2. The following VAS are site based:
- A. **IPSec Half Tunnel.** Internet Protocol Security (“IPSec”) Half Tunnel is for customers who have sites outside Sprint’s footprint or have the need to securely communicate with a select audience outside of their organization. IPSec Half Tunnel allows Customer to connect to the Services using Sprint’s Managed CPE-based IP VPN,

which can be used at locations where Customer has existing dedicated internet access from Sprint or from another service provider. Alternatively, Customer or a third party can elect to manage the CPE-based IP VPN device. In a Sprint-managed solution, Sprint will design, implement, maintain, and manage hardware at CPE-based IP VPN locations, providing a complete end-to-end VPN solution.

7. Extranet Services. Sprint supports Extranet VPN connectivity between two or more Sprint Global MPLS customer VPNs.

7.1. Sprint MPLS VPN supports these Extranet solutions:

- A.** Enterprise Extranet- an optional feature provided with dedicated MPLS ports on the Sprint network. A separate inter-company VPN is standard for Enterprise Extranet. At Customer's request, Sprint may agree to support Extranet Service using a Lead Customer's existing intra-company VPN. Extranets are subject to the terms and conditions in Section 9.3 below. A "Lead Customer" is the Sprint customer that initiates the original Extranet connectivity request and that has the right to add or remove Extranet Participants
- B.** Cloud Application Provider Extranet – an advanced service provided to qualified customers that require a port capable of connecting via Extranet to 50 or more Extranet Participant VPN's for cloud solutions. Before Sprint will setup a Cloud Application Provider Extranet, Customer must enter into a separate Cloud Application Provider service agreement with Sprint. Sprint reserves the right to limit the number of Extranet Participant VRF's provisioned.

8. Invoicing. MRCs are billed in advance for all services provided during the following billing period. The first and last invoices will include prorated MRCs based on the first and last day of service. The usage-based charges above and beyond MRCs are billed in arrears.

9. Customer Responsibilities

9.1. Multicast VPN

- A.** If Customer requests Multicast VPN, the following are Customer's responsibilities:
 - (1)** Customer must run its own rendezvous points (depending on the protocol it is using) and servers. Sprint does not provide (or have) rendezvous points for Multicast VPNs. The Sprint network is essentially invisible to Customer.
 - (2)** Customer must provide its own Multicast addresses. Sprint makes no restrictions on addresses, but Multicast is limited to the Class D range (224.0.0.0 - 239.255.255.255).
 - (3)** Except for verifying that Multicast traffic is coming in on one router and exiting on the other side, Customer must manage Multicast. In other words, Sprint will verify that Multicast traffic is coming from Customer and that Sprint is sending Multicast to Customer on the other side. Sprint will not be able to access Customer's Multicast transmissions and will not be able to verify that the transmissions are successfully working.

9.2. IPSec Half Tunnels

- A.** If Customer elects to manage the CPE-based IP VPN device, the following are Customer's responsibilities:
 - (1)** Customer must coordinate communication between Sprint and any third parties involved in managing Customer's network or with the partner who is using the Half Tunnel connection.

- (2) Customer must participate and support the service delivery objectives in the provisioning of the Half Tunnels and any associated transport orders.
- (3) Customer must monitor Customer-managed IP VPN devices.
- (4) Customer is responsible for repairing any issues or outages with Customer-managed devices.

9.3. Customer Responsibilities for Extranet Solutions.

A. If Customer requests an Extranet, the following are Customer's responsibilities for Extranet connectivity:

- (1) Customer must provide appropriate engineering resource(s) for discussion between Sprint and any third parties connected to Customer's network for design and implementation of compatible solution.
- (2) Customer must provide the appropriate technical resources to support the provisioning of the Extranet.
- (3) Customer must handle all communications with Extranet Participants connected to Customer's network relating to issues or outages with Extranet Participant-managed devices.
- (4) Customer is solely responsible for the security of its Extranet.
- (5) Letters of Authorization are required from each Extranet Participant.
 - (a) Sprint must receive the signed Letters of Authorization before Sprint will provision an Extranet Participant to the Extranet.
 - (b) The Letter of Authorization signed by an Extranet Participant must name the Lead Customer.

B. Other Terms and Conditions for Extranets.

- (1) Sprint reserves the right to modify terms for Extranets or introduce charges in the future for the service with 90 days' notice. If Sprint provides notice of a change that will have a material adverse impact on Customer, Customer may terminate its MPLS VPN Extranet with 30 days' notice. This provision applies only to the Extranet option and does not apply to the Sprint Global MPLS VPN Services.
- (2) The Lead Customer may terminate MPLS Extranet connections for any or all Extranet Participants with 30 days' written notice to Sprint. The Lead Customer is responsible for advance written notification of disconnect to affected Extranet Participants.
- (3) Sprint reserves the right to terminate Extranet service where in its sole judgment Extranet is used to enable unauthorized resale of Sprint Services.

10. Network Monitoring

10.1. As part of the Services, Sprint provides Customer a trouble resolution team available to respond to Customer's issues 24 hours a day, 365 days a year. Customer may elect to purchase additional monitoring and management services as described in Section 10 below.

10.2. Sprint will provide a trouble ticket number from Sprint's automated Trouble Reporting System ("TRS") to Customer's help desk that reports the trouble. For each trouble report, TRS will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble report. Sprint will keep Customer's representatives apprised of the status of service restoration actions.

- 11. Enhanced Monitoring and Managed Services.** For customers interested in purchasing enhanced monitoring and managed services for the Services, Sprint offers the following:
- 11.1 Managed Network Services.** These services include a comprehensive suite of management and implementation services that support multi-protocol Wide Area Networks (WANs) and Local Area Networks (LANs) utilizing Sprint and non-Sprint provided transport services. These services support customer premises-based routers, IP-VPN devices, switches, hubs, servers, and applications worldwide. Sprint Managed Network Services is comprised of engineering, design, and implementation of customer networks, including WAN transport; LANs and CPE; day-to-day operational support; configuration management; network and CPE monitoring; proactive notification; fault management; trouble resolution; and network and device performance reporting.
 - 11.2 Sprint E-mail Protection Services.** These services provide inbound and outbound content blocking, policy management, anti-virus and spam management (including message quarantine service), disaster recovery, outbound anti-virus management and SMTP Services, web reports, and web administration.
 - 11.3 Managed Security Services.** These services include a comprehensive suite of management and implementation services that support security related functionality. The services support firewall, intrusion detection and prevention services, DDOS detection and mitigation, and URL and content filtering. Customer entitlements include engineering; design and implementation of services; day-to-day operational support; configuration management; security event monitoring; proactive notification; fault management; trouble resolution; and network and security event reporting.
- 12. Service Level Agreement.** All applicable Service Level Agreements, as Sprint may amend them from time to time, will apply during the Order Term.

Refer also to Standard Terms and Conditions for Communications Services (Page 82)

GLOBAL MPLS VPN SERVICE PORT PRICING TABLES

DOMESTIC - 48 Contiguous United States

SIN	Port Speed	GSA Monthly Port Price	Installation
132-52	56k	\$82.50	\$0
132-52	64k	\$82.50	\$0
132-52	128k	\$110.25	\$0
132-52	256k	\$150.00	\$0
132-52	384k	\$180.00	\$0
132-52	512k	\$201.88	\$0
132-52	T1 (1.5M)	\$177.50	\$0
132-52	2xDS1 (3MM)	\$365.63	\$0
132-52	3xDS1 (4.5MM)	\$541.50	\$0
132-52	4xDS1 (6MM)	\$721.88	\$0
132-52	5xDS1 (7.5MM)	\$892.25	\$0
132-52	6xDS1 (9MM)	\$1,029.00	\$0
132-52	7xDS1 (10.5MM)	\$1,269.00	\$0
132-52	8xDS1 (12MM)	\$1,425.00	\$0
132-52	FRAC DS3 (6M)	\$721.88	\$0
132-52	FRAC DS3 (9M)	\$1,029.00	\$0
132-52	FRAC DS3 (12M)	\$1,275.00	\$0
132-52	FRAC DS3 (18M)	\$1,551.25	\$0
132-52	DS3 (45M)	\$1,650.00	\$0
132-52	OC3	\$4,950.00	\$0
132-52	OC12	\$13,275.00	\$0
132-52	FastE (10M)	\$1,236.00	\$0
132-52	FastE (100M)	\$3,465.00	\$0
132-52	GigE (1000M)	\$21,450.00	\$0

Hawaii Sprint Global MPLS VPN Ports - (Hawaii only)

SIN	Port Speed	GSA Monthly Port Price	Installation
132-52	56k	\$144.00	\$0
132-52	64k	\$144.00	\$0
132-52	128k	\$175.50	\$0
132-52	256k	\$245.31	\$0
132-52	384k	\$318.75	\$0
132-52	T1 (1.5M)	\$547.50	\$0
132-52	2xDS1 (3MM)	\$955.50	\$0
132-52	3xDS1 (4.5MM)	\$1,346.63	\$0
132-52	5xDS1 (7.5MM)	\$2,203.75	\$0
132-52	6xDS1 (9MM)	\$3,479.00	\$0
132-52	FRAC DS3 (9M)	\$3,479.00	\$0
132-52	FRAC DS3 (12M)	\$3,675.00	\$0
132-52	DS3 (45M)	\$6,025.00	\$0

Puerto Rico Sprint Global MPLS VPN Ports - (Puerto Rico only)

SIN	Port Speed	GSA Monthly Port Price	Installation
132-52	56k	\$177.00	\$0
132-52	64k	\$177.00	\$0
132-52	128k	\$216.00	\$0
132-52	256k	\$231.25	\$0
132-52	384k	\$270.00	\$0
132-52	T1 (1.5M)	\$450.00	\$0
132-52	2xDS1 (3MM)	\$975.00	\$0
132-52	3xDS1 (4.5MM)	\$1,368.00	\$0
132-52	4xDS1 (6MM)	\$1,668.75	\$0
132-52	5xDS1 (7.5MM)	\$2,031.75	\$0
132-52	6xDS1 (9MM)	\$2,229.50	\$0
132-52	FRAC DS3 (6M)	\$1,668.75	\$0
132-52	FRAC DS3 (9M)	\$2,229.50	\$0
132-52	FRAC DS3 (12M)	\$2,670.00	\$0
132-52	DS3 (45M)	\$5,275.00	\$0

GUAM Sprint Global MPLS VPN Ports - (GUAM only)

SIN	Port Speed	GSA Monthly Port Price	Installation
132-52	56k	\$976.00	\$0
132-52	64k	\$976.00	\$0
132-52	128k	\$1,300.00	\$0
132-52	256k	\$1,764.00	\$0
132-52	384k	\$2,176.00	\$0
132-52	T1 (1.5M)	\$4,351.00	\$0

US VIRGIN ISLANDS Sprint Global MPLS VPN Ports - (US VIRGIN ISLANDS only)

SIN	Port Speed	GSA Monthly Port Price	Installation
132-52	56k	\$320.00	\$0
132-52	64k	\$320.00	\$0
132-52	128k	\$440.00	\$0
132-52	256k	\$504.00	\$0
132-52	384k	\$576.00	\$0
132-52	T1 (1.5M)	\$1,102.00	\$0

Notes applicable to all service regions above:

Sprint will charge Customer a fixed Net MRC and fixed Net NRC in the applicable amounts from the tables above for each Sprint Global MPLS VPN Port, installed or in service during the Term.

A. Sprint's Global MPLS VPN offering uses the Sprint IP/MPLS backbone as the transport mechanism. The MPLS protocol is utilized to interconnect the customer network and maintain data privacy. Customer must comply with the Sprint Global MPLS VPN Product Annex located at www.sprint.com/ratesandconditions. Both dedicated local access and Customer Premise Equipment ("CPE") are required for Global MPLS VPN. Unless specifically stated otherwise in this Sprint Global MPLS VPN pricing section, dedicated local access and CPE are not included in any of the rates in this section, and if Customer elects to purchase these components from Sprint, the pricing for these components will be stated in a separate section of this Agreement or in a separate agreement with Sprint. The term "Net" as used in this pricing section means that the associated charge is after any applicable discounts have been applied, but before taxes, surcharges, and other charges otherwise outlined in the Agreement have been applied.

B. Sprint provides Ethernet Port Services only at selected locations for Customer Provided Access. Customers shall arrange and are responsible for all costs related to transport from customer premises to Sprint Ethernet Location(s). For Sprint Provided Ethernet Access, Sprint provides Ethernet Port/Access Bundles, where available. Sprint Provided Ethernet offers two types of access bundles; Dedicated and Shared. Shared Service is provided via shared Ethernet Virtual Private Line (EVPL) access based on a local access "switched" network to a shared network interface to the IP network while Dedicated Service is provided via Ethernet Private Line (EPL) access based on a local access network to a dedicated network interface to the Global MPLS VPN Network.

SIN 132-52 SPRINT SIP TRUNKING SERVICE

The convergence of voice, video and data on a common, flexible IP core has arrived. Complete with fixed and wireless connectivity options, Sprint-managed support, robust VoIP solutions and the flexibility to evolve with your business needs, Sprint's IP Convergence solutions can help connect all your users and locations. Plus, if you need to migrate to an all IP-based solution, we'll make the transition a smooth one.

VoIP Strategy Statement

In today's telecommunications market, companies are faced with the challenging task of implementing new Voice over Internet Protocol (VoIP) technologies. Technology managers and corporate decision makers are looking to merge voice and data networks to leverage new features and benefits and deliver savings to the bottom line. Increased worker mobility and wireless usage are important considerations that must be incorporated into VoIP deployment strategies.

The Sprint SIP Trunking product is a comprehensive nationwide voice and data solution including local and long distance service with access to the Public Switched Telephone Network (PSTN) from larger aggregated telephony data center locations.

What Is SIP Trunking?

Sprint SIP Trunking uses a Voice over Internet Protocol (VoIP) technology to transmit voice conversations over the Internet Protocol (IP) network. In general, this means sending voice information in digital form in discrete packets rather than in the traditional circuit-committed protocols of the public switched telephone network (PSTN).

Sprint VoIP is NOT voice over the Internet such as service provided by companies like Skype, Magic Jack, Google Voice and Vonage who allow "free" or "low cost" Internet calling. These providers are not offering a reliable, secure, carrier grade voice service. Sprint SIP Trunking uses the Sprint **PRIVATE** network entirely for site-to-site calls and specific peering points for PSTN connectivity.

SIP Trunking is a converged IP service using Sprint's secure Global Multi-Protocol Label Switching (Global MPLS) service that delivers all telecommunication services over a single access circuit to the aggregated trunking location. It combines data and voice into one solution for customers.

As depicted in the following illustration, voice and data traffic converge over the same Sprint Global MPLS connection.



Sprint SIP Trunking allows businesses with IP Call Gateway boxes or IP-PBXs to extend the benefits of voice over IP (VoIP) convergence from their Local Area Network (LAN) to the Secure Wide Area Network (WAN) and ultimately to the Public Switched Telephone Network (PSTN).

Sprint SIP Trunking virtually eliminates the need for expensive Time Division Multiplexing (TDM) gateways and trunks, helps to increase network efficiencies and cost-savings by converging voice and data traffic on the customer's WAN. Additionally, the Sprint SIP Trunking solution allows multiple locations to connect over the shared network VoIP trunks to the PSTN while preserving local telephone numbers, calling plans, and 911 services.

How Does SIP Trunking Work?

Sprint SIP Trunking service allows enterprises to use their Sprint Global Multi-Protocol Label Switching (Global MPLS) WAN connection for local and long distance voice services, thus leveraging their existing IP PBXs and voice gateways.

Note: While customers may want a non-MPLS option, this service is recommended with Sprint Global MPLS to ensure customer benefits from added security and Class of Service (COS) compared to Sprint Dedicated IP. GMPLS is required at the Hub PBX/Call Gateway location(s). There are other options that can be considered for branch locations if necessary.

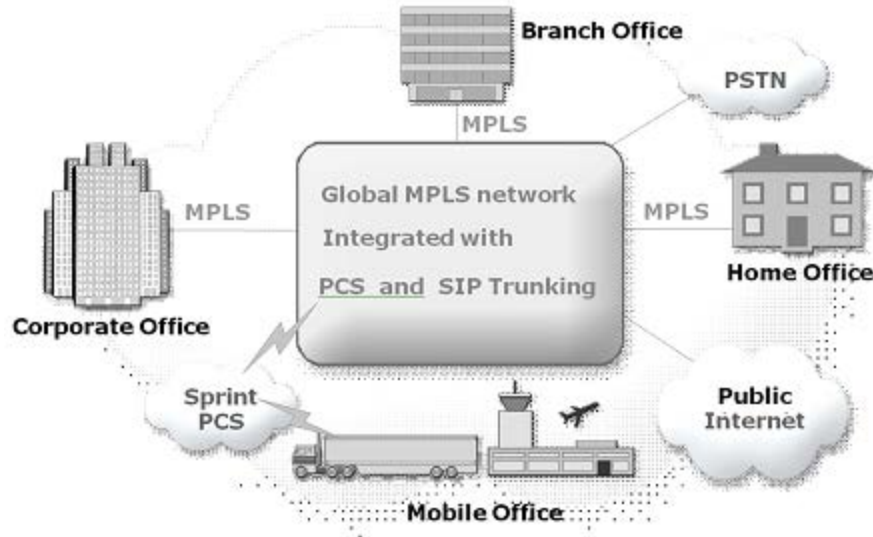
SIP Trunking capabilities available over the converged data access circuit are:

- Local voice services to all locations (including Enhanced 911 and Local Number Portability)
- Worldwide long distance voice termination service from US locations
- Enterprise data services
- Supports IP-PBXs and Voice Call Gateways from top vendors
- Sprint Mobile Integration & Managed Network Services offers a complete voice solution

Sprint SIP Trunking service provides two architectural capabilities not found with other service providers.

- Sprint MPLS transport network provides extra security via a private VPN.
- Sprint Mobile Integration (SMI) allows VoIP traffic to pass between these networks on-net rather than using expensive call forwarding.

The following SIP Trunking diagram displays the single access data circuit eliminating the need for many separate voice & data circuits. Sprint Mobile Integration (SMI) solutions offer out of office connectivity.



The Sprint MPLS network is the basis for a secure VPN transport. Sprint owns the SIP Trunking customer end-to-end, and is responsible for all customer management activities such as ordering, billing, provisioning, service assurance, etc.

As part of the end-to-end solution, Sprint works with a Network Switching Partner and CLEC Partner to provide relevant portions of the entire SIP Trunking offering.

- The Network Switching Partner provides the VoIP switching platform between the Sprint customer's GMPLS backbone network and the Public Switched Telephone Network (PSTN).
- The CLEC Partner provides the Competitive Local Exchange Carrier (CLEC) functionality, Emergency E911 services, Operator Services, Directory Assistance and all local and long distance voice capabilities.

SIP Trunking provides customers survivability with redundant routing options available through two geographically separated data centers. SIP Trunking customers can ensure their communication with the outside world continues during many types of localized disasters or outages. Since the customer's phone service is now within the network rather than at a physical location, there is less dependency on expensive local access.

SIP Trunking offers customers a SIP trunk that allows one simultaneous voice call path for PSTN connectivity. Trunks provide call paths for daily calls, redundancy and seasonal traffic. Sprint provides Local Number Porting of existing Telephone Numbers (TNs) or can provide new TNs. SIP Trunking offers a pricing solution that charges customers based on unlimited local & inbound with metered LD. The older Block of Time offers charge for blocks of minutes including inbound with overage charges for minutes used above the monthly block of time. The latest SIP Trunking offer provides unlimited inbound and local with metered usage based long distance.

1. SPRINT SIP TRUNKING SERVICE

A. Required Sprint Products and Services. In order to use Sprint SIP Trunking Service (“**SIP Trunking**”), Customer must acquire Sprint Global MPLS, whether through this Agreement or a separate contract, for all on-net locations. Each voice trunk is a single simultaneous voice connection between Customer’s IP PBX location and the Public Switched Telephone Network (“**SIP Trunk**”). All intrastate, interstate, and international voice traffic associated with a Sprint telephone number must be carried by SIP Trunking.

B. Term. The minimum Order Term for all of the SIP Trunks in Customer’s initial order is 36 months. SIP Trunks ordered after the initial order will be coterminous with the initial Order Term. At the end of the Term, the Service will continue on a month-to-month basis until either party provides 60 days’ advance written notice to terminate.

1. Start of Term. When Customer places an Order for SIP Trunking, there will be a Pre-Implementation Period followed by an Implementation Period, as set forth in the Sprint SIP Trunking Service Product Annex available at <http://www.sprint.com/business/support/ratesTandCproducts.html>. The Term begins after the Implementation Period ends.

C. SIP Trunking Charges

1. SIP Trunk Charges. Sprint will charge Customer a non-recurring charge (“**NRC**”) and a monthly recurring charge (“**MRC**”) for each SIP Trunk. SIP Trunk charges cover all on-net, off-net local, and off-net inbound voice traffic. Customer’s minimum initial order is 24 SIP Trunks, including SIP Toll Free Trunks (defined below). *This is a GSA Schedule component.*

2. Off-Net Domestic Long Distance. Sprint will charge Customer a per minute of use rate for off-net Domestic long distance traffic.

a. The rate covers both interstate and intrastate (e.g., inter LATA and intra LATA) long distance traffic.

b. If Customer’s long distance traffic terminations to states with high-cost access charges routinely exceed 20% of its total long distance traffic, then Sprint may adjust the rates for SIP Trunking. States with high-cost access charges are listed in the Sprint SIP Trunking Service Product Annex.

c. Sprint charges for long distance in six second increments with a minimum charge of 18 seconds per call.

3. Telephone Numbers. Customer must either port or order new blocks of telephone numbers. Sprint will charge Customer an MRC for each telephone number ordered or ported. *This is an open market required component. Please consult with your sales representative for current charges that will apply.*

4. SIP Trunking Pricing. Sprint charges for the Service in two different methods. The applicable method is in the service agreement. Regardless of the method, for SIP Trunking Toll Free, there are separate rates for Domestic interstate toll free calls and intrastate toll free calls as well as monthly recurring charges and nonrecurring charges. These charges are set out in the service agreement.

Pricing Component	Net MRC	Net One-Time Charges (NRC)	Comment	Required Component
SIP Trunk	\$31.50		GSA Schedule	Y
SIP Trunk Set Up One Time Charge (NRC)		Current Prices Apply	Open Market	Y
Long distance off-net per minute of use	\$0.017	--	GSA Schedule	Y

Pricing Component	Net MRC	Net One-Time Charges (NRC)	Comment	Required Component
Telephone #	Current Prices Apply	--	Open Market	Y

- 5. Non-Sprint MPLS Location Charge.** Sprint will charge Customer a per location MRC to allow Sprint Trunking to be used over another transport provider’s data network or a Sprint transport service other than Sprint Global MPLS. For the non-Sprint MPLS locations, Customer must still port or request a new telephone number for use. *This is an open market component. Please consult with your sales representative for current charges that will apply.*
- 6. SIP Trunking Bursting Feature and Surcharge.** Customer may order the bursting functionality for SIP Trunking. The bursting functionality allows Customer to have additional, concurrent calls up to 25% above its configured total SIP Trunks to prevent call blocking during times of increased traffic. The bursting functionality is available for Customer SIP Trunk groups at each of the Sprint data centers. Sprint recommends round robin call distribution to attempt to use all normal SIP Trunk capacity before bursting. However, even if round robin call distribution is used, there may be situations when bursting is used at one data center when SIP Trunks were available at another data center. *This is an open market optional component. Please consult with your sales representative for current charges that will apply.*
- 7. SIP Trunking Toll Free Pricing.** Sprint offers SIP Trunking Toll Free Service (“**SIP Trunking Toll Free**”).
- (a) Customer can use SIP Trunking Toll Free with either standard SIP Trunks described above, or Customer can purchase SIP Trunks that will only be used to carry toll free calls (“**SIP Toll Free Trunk**”). Sprint will charge Customer a non-recurring charge (“**NRC**”) and a monthly recurring charge (“**MRC**”) for each SIP Toll Free Trunk. SIP Toll Free Trunks do not include any outbound minutes. *This is an open market required service component. Please consult with your sales representative for current charges that will apply to a SIP Toll Free Trunk.*
- (b) Sprint will charge Customer an MRC for each toll free number ordered or ported and an MRC for each toll free telephone number listed in the National Toll Free Directory as set out in the table below. *This is an open market required service component. Please consult with your sales representative for current charges that will apply.*
- (c) SIP Trunking Toll Free has separate rates for Domestic interstate toll free calls and intrastate toll free calls. Sprint charges for toll free calls in six second increments with a minimum charge of 18 seconds per call. *The intrastate toll free calls for each state are GSA Schedule components.*

Pricing Component	Net MRC	Net-One-Time Charges (NRC)	Comments	Service Required Component
SIP Toll Free Trunk (per trunk)	Current Prices Apply		Open Market	Y
SIP Toll Free Trunk Set Up One Time Charge (NRC)		Current Prices Apply	Open Market	Y
SIP Toll Free – Interstate (per mou)	\$0.013	--	GSA Schedule	Y
Toll Free # (per #)	Current Prices Apply	--	Open market	Y
Toll Free Directory Listing (per listed #)	Current Prices Apply	--	Open Market	N

- 8. Moves, Changes, Disconnects and Expedite Charges (SIP Trunking and SIP Trunking Toll Free).** A Customer may order additional services associated with the management of their SIP Trunk service. The services are described in the table below.—*The items listed below are open market optional components. Please consult with your sales representative for current charges that will apply.*

Description	NRC	Comments
SIP Trunk move, change or disconnect – Configurations, disconnects or location moves that impact any SIP Trunk. Request can be for single or multiple SIP Trunks.	Current Prices Apply	Open Market
Telephone number (non-toll free) change / disconnect – Name, address, or other changes or disconnects that are associated with Customer’s telephone numbers. Per location requests can be for single or multiple telephone numbers.	Current Prices Apply	Open Market
Toll Free number change / disconnect – Directory listing; carrier identification code (CIC); date; area of service; dialed number identification (DNIS); carrier allocation or allocation percentage; Sprint responsible organization; and other changes and disconnects that are associated with Customer’s toll free telephone numbers. Per location requests can be for single or multiple toll free telephone numbers.	Current Prices Apply	Open Market
Number cancel 48 hours before port – If Customer cancels a request to port a telephone number prior to 48 hours before the port time, then Sprint will charge an NRC per telephone number on which Customer cancels the port request.	Current Prices Apply	Open Market
Number cancel within 48 hours of port – If Customer cancels a request to port a telephone number within 48 hours of the port time, then Sprint will charge an NRC per telephone number on which Customer cancels the port request.	Current Prices Apply	Open Market
Number snapback after port – If Customer requests to cancel the porting of a telephone number after Sprint has ported the telephone number (referred to as “snapback”), then Sprint will charge an NRC per telephone number ported back.	Current Prices Apply	Open Market
Order service expedite / order service cancel – Requests for expedite with order requests or cancellations after Sprint has received and acted upon the order. NRC applies to each order expedited and/or canceled-	Current Prices Apply	Open Market

- 9. Special–Usage Charges.** Sprint will charge Customer per minute usage charges for Directory Assistance call completion calls, and Operator Services call completion calls:

Description	NRC	Comments
Local / long distance Directory Assistance calls	Current Prices Apply	Open Market
Local / long distance Operator Assistance calls	Current Prices Apply	Open Market
International Operator Assistance dialing via credit card	Operator calculated	Open Market

- 10. Per Call Surcharges.** Sprint will charge Customer per call surcharges for Directory Assistance and Operator Services call types.

Description	NRC	Comments
Local / long distance Directory Assistance	Current Prices Apply	Open Market

Description	NRC	Comments
Local / long distance Directory Assistance call completion	Current Prices Apply	Open Market
Operator Assistance dialing	Current Prices Apply	Open Market
Operator person to person calls	Current Prices Apply	Open Market
International Operator Assistance dialing via credit card	Operator Calculated	Open Market

11. International Usage Charges. Usage for international outbound off-net calls will be billed separately. Outbound international rates bill in a 30 second initial increment and 6 second additional increments; the only exception being Mexico which bills in a 60 second initial increment and 60 second additional increments.

12. Customer Trouble Assistance Charges (SIP Trunking and SIP Trunking Toll Free)- In the event that Customer requests Sprint’s assistance with non-Sprint related service issues or troubles, Sprint will provide assistance on a time and materials cost basis based on a standard fee schedule or individual level of effort for each service request. Pricing is subject to change. If Customer has Sprint Managed Network Solutions or Sprint Plus services, then those rate schedules will supersede the Customer trouble assistance charge.

Description	Unit	NRC	Comments
Customer trouble assistance charge	whole hour increments – 2 hour minimum	Current Prices Apply / Hr	Open Market

13. Additional Telephone Number for SIP Trunk Surcharge. If Customer requires more than 20 average telephone numbers across all SIP Trunks, Sprint will charge Customer an NRC per additional telephone number required over the 20 per SIP Trunk.

D. Additional Terms. Customer must comply with the Sprint SIP Trunking Service Product Annex located at <http://www.sprint.com/business/support/ratesTandCproducts.html>.

E. SIP Trunking 911 Limitations

1. 911 Limitations. SIP Trunking completes telephone calls using Voice over Internet Protocol technology. SIP Trunking is fundamentally different from traditional telephone service and has inherent limitations. SIP Trunking does not support 911 emergency dialing or other emergency functions in the same manner as traditional wireline services. SIP Trunking may not support 911 emergency dialing for all Customer locations. Sprint cannot install SIP Trunking in areas where 911 emergency dialing is not supported. SIP Trunking, including 911 calls, may be unavailable or limited in some circumstances, including the circumstances described below. By signing the Agreement, Customer certifies its awareness of the SIP Trunking limitations.

2. Warning Labels. Sprint provides Customer with warning labels regarding the limitations or unavailability of 911 services. Customer will place labels on or near each device connected to SIP Trunking.

3. End User Affirmative Acknowledgment. Customer must notify end users of SIP Trunking (“End Users”) about the 911 limitations of the SIP Trunking. Customer must obtain and keep a record of affirmative acknowledgment by every End User, both new and existing, of having received and understood the advisory of the circumstances under which 911 services may not be available, as set forth in this “SIP Trunking 911 Limitations” section of this Attachment. An example of an End User Acknowledgment of 911 Service and Limitations is attached as Attachment A-1 (Example End User Acknowledgment of 911 Service and Limitations). Customer must retain the affirmative acknowledgment, including after the Agreement terminates or expires. Upon Sprint’s request, Customer agrees to produce promptly the acknowledgments.

4. Registered Location. Sprint requires a valid United States Postal Service and Master Street Address

Guide address for all End Users' primary work location addresses ("**Registered Location**") to provide SIP Trunking. The primary mechanism for routing 911 calls to the correct PSAP is the Registered Location at the time a 911 call is placed. The routing of calls relies on the Registered Location information when communicating with emergency operators. If the Registered Location has not been updated, is not complete, or is not accurate, the 911 call may route incorrectly.

5. **Relocation of End User.** If Customer uses SIP Trunking with an assigned telephone number in a location other than the Registered Location, 911 calls may not be routed to the appropriate PSAP for the end user's current physical location. If an End User's primary work location address changes, Customer must notify Sprint of the change and submit a new Registered Location for that End User. End User must not use SIP Trunking at any location other than the Registered Location. If an End User changes his or her primary work location, in certain circumstances, Sprint may require a new telephone number or Sprint may not be able to provide SIP Trunking to the new location.
 6. **Database Updates.** If Customer does not correctly identify the physical location when defining the Registered Location, 911 calls through SIP Trunking may not reach the correct PSAP. During initial activation of SIP Trunking and following updates to the Registered Location information, there is a delay before complete and accurate automatic number and location information is provided to the local emergency service operator.
 7. **Use of "Non-Native" Telephone Numbers.** If Customer uses SIP Trunking with an assigned telephone number outside the rate center of the Registered Location, the PSAP for the Registered Location may not recognize the telephone number for call-back or other informational purposes.
 8. **Connection Failures.** SIP Trunking will not be able to make calls if Customer loses its connection to Sprint's network. Due to internet congestion and network design issues, 911 calls placed through SIP Trunking may sometimes produce a busy signal, experience unexpected answering wait times, or take longer to answer than 911 calls placed through traditional telephone networks.
 9. **Loss of Electrical Power.** SIP Trunking will not operate if SIP Trunking or other SIP Trunking-enabling equipment has lost electrical power. After a power outage, Customer may need to reset or reconfigure enabling equipment or devices before being able to use SIP Trunking.
 10. **Off-Net Functionality Limited.** Sprint cannot provide off-net SIP Trunking functionality to Registered Locations where Sprint cannot connect SIP Trunking to the PSAP designated to receive 911 calls for the Registered Location.
 11. **PSAP Limitations.** The PSAP designated to receive 911 calls for a particular Registered Location through SIP Trunking may not have a system configured for Enhanced 911 services. The PSAP may not be able to capture or retain ANI/ALI or otherwise determine the phone number, Registered Location, or physical location of the caller.
- F. Letter of Agency and Letter of Authorization.** If applicable (generally if Customer is porting telephone numbers), Customer must sign and return a "Letter of Agency" and a "Letter of Authorization" before Sprint can begin providing SIP Trunking.
- G. Evaluation Period.** One time only per Customer, Customer can choose to evaluate up to 10 SIP Trunks with up to 20 new telephone numbers at up to 3 trial locations using no more than \$95 of off-net Domestic long distance calling and \$5 of international calling for a period of 30 days from the date the evaluation SIP Trunks are implemented and accepted ("**Evaluation Period**"). Sprint will not charge Customer the MRC for SIP Trunking during the Evaluation Period (but Sprint may charge Customer for NRCs such as overage and special usage charges). Customer must notify its Sprint account team in writing that it wants to evaluate the SIP Trunking prior to signing the Agreement.
1. Upon expiration of the Evaluation Period if the SIP Trunking has met the required success criteria set forth in the Customer Statement of Work, then Customer will:
 - a. Continue deploying the full implementation of the SIP Trunking. Sprint will begin to bill Customer for SIP Trunking upon expiration of the Evaluation Period; or
 - b. Provide written notice to Sprint 10 days before the expiration of the Evaluation Period that Customer wants to stop receiving SIP Trunking. Sprint will disconnect SIP Trunking upon

expiration of the Evaluation Period without further notice to Customer.

2. Upon expiration of the Evaluation Period, if SIP Trunking has not met the required success criteria set forth in the Customer Statement of Work and Customer has notified Sprint in writing 10 days before the expiration of the Evaluation Period, then Customer may terminate SIP Trunking without early order term termination liability.

ATTACHMENT A-1

EXAMPLE END USER ACKNOWLEDGMENT OF 911 SERVICE AND LIMITATIONS

Sprint SIP Trunking Service (“**Service**”) completes telephone calls using Voice over Internet Protocol technology. The Service is fundamentally different from traditional telephone service and has inherent limitations. The Service, including 911 calling, may be unavailable or limited in some circumstances, including without limitation the circumstances described below. By signing this acknowledgment, you, the end user (“**End User**”) certifies your awareness of the Service limitations outlined below.

- 1. Registered Location.** Sprint requires a valid United States Postal Service and Master Street Address Guide address for each End User’s primary work location addresses (“**Registered Location**”) to provide the Service. The primary mechanism for routing 911 calls to the correct PSAP is the Registered Location at the time a 911 call is placed. The routing of calls relies on the Registered Location information when communicating with emergency operators. If the Registered Location has not been updated, is not complete, or is not accurate, the 911 call may route incorrectly.
- 2. 911 Limitations of Service.**
 - 2.1. Relocation of End User.** If End User uses the Service in a location other than the Registered Location, 911 calls may not be routed to the appropriate Public Safety Answering Point (“**PSAP**”) for the End User’s current physical location. If an End User’s primary work location address changes, End User must submit a new Registered Location. End User must not use SIP Trunking at any location other than the Registered Location.
 - 2.2. Use of “Non-Native” Telephone Numbers.** If End User uses the Service with an assigned telephone number outside the rate center of the Registered Location, the PSAP for the Registered Location may not recognize the telephone number for call-back or other informational purposes.
 - 2.3. Connection Failures.** The Service will not be able to make calls if End User loses the connection to Sprint’s network. Due to internet congestion and network design issues, 911 calls placed through the Service may sometimes produce a busy signal, experience unexpected answering wait times, or take longer to answer than 911 calls placed through traditional telephone networks.
 - 2.4. Loss of Electrical Power.** The Service will not operate if the Service or for other Service-enabling equipment has lost electrical power. After a power outage, End User may need to reset or reconfigure enabling equipment or devices before being able to use the Service.
 - 2.5. Database Updates.** If End User does not correctly identify the physical location when defining the Registered Location, 911 calls through the Service may not reach the correct PSAP. During initial activation of the Service and following updates to the Registered Location information, there is a delay before complete and accurate automatic number and location information is provided to the local emergency service operator.
- 3. PSAP Limitations.** The PSAP designated to receive 911 calls for a particular Registered Location through the Service may not have a system configured for Enhanced 911 services. The PSAP may not be able to capture or retain ANI/ALI or otherwise determine the phone number, Registered Location, or physical location of the caller.
- 4. Limitation of Liability.** Sprint is not liable for any Service outage or other inability to dial 911 or otherwise access an emergency service operator.
- 5. Acknowledgment.** End User acknowledges that he/she understands and accepts the Service limitations and terms set forth herein and that all of End User’s questions regarding the Service limitations have been answered.

Acknowledged and agreed to this _____ day of _____, 20____.

END USER: _____

Signed: _____

Name: _____

SPRINT SIP TRUNKING SERVICE PRODUCT ANNEX (REV 5/7/12)

The following terms and conditions in this Sprint SIP Trunking Service Product Annex (“**Annex**”), together with the Sprint GSA IT Schedule 70 contract number GS-35F-0329L (“**Agreement**”), govern Sprint’s provision and Customer’s use of Sprint SIP Trunking Service. “**Service**” as used in this Annex will mean and refer to Sprint SIP Trunking Service. Capitalized terms not otherwise defined in this Annex have the meaning defined in the Agreement.

1. **SPRINT SIP TRUNKING SERVICE.** This fixed Service provides Customer with the ability to aggregate its inbound and outbound voice traffic over Sprint’s Global MPLS network. This is accomplished by providing Customer with virtual VoIP trunks that carry local and long distance traffic to multiple destinations (“**SIP Trunks**”). The Service offers local calling over IP within the contiguous 48 states with long distance service within domestic U.S. The Service also offers international outbound termination. Additional usage charges will apply for international outbound termination. Special Services are not included. “**Special Services**” include, but are not limited to, 2XX, 3XX, 5XX, 6XX, and Premium Service NPAs 900 and 976.
 - 1.1. **Sprint SIP Trunking Toll Free.** Sprint’s SIP Trunking Toll Free Service (“**SIP Trunking Toll Free**”) is integrated with Sprint SIP Trunking Service and allows toll free termination over SIP Trunks. However, Customer can purchase SIP Trunks that will only be used to carry toll free usage so long as Customer purchases a SIP Toll Free Trunk and a local telephone number for each location at which Customer purchases SIP Trunking Toll Free. SIP Trunking Toll Free includes multiple routing capabilities. SIP Trunking Toll Free will route and deliver inbound toll free calls via Sprint’s Global MPLS network. As a result, many Customer-requested SIP Trunking Toll Free features are inherent within Customer’s Sprint Global MPLS network and equipment. SIP Trunking Toll Free is available wherever Sprint SIP Trunking Service is available.
 - 1.2. **Caller ID.** The Service is able to support non-emergency outbound calls that allow Customer-specified calling party identification (“**Caller ID**”) to be displayed to the party receiving the call. Sprint will associate a specific Customer telephone number to Customer-specified Caller ID calls and that telephone number will appear on Customer’s invoice to help ensure proper billing. If Customer experiences Caller ID issues that Sprint has identified and confirmed as relating to this functionality, Customer may contact Sprint to update the screening selection on all Customer calls, which Customer acknowledges may limit its Caller ID capabilities. Customer is responsible for configuring all of its equipment to support this Caller ID functionality. Customer releases Sprint from any and all liability in connection with the Caller ID functionality and Customer agrees to defend and indemnify Sprint from and against all claims associated with Caller ID functionality.
2. **ORDER TERM.** The Order Term for the Service is stated in the Agreement. The Order Term is preceded by a Pre-Implementation Period (defined in section 2.1 below) and an Implementation Period (defined in section 2.2 below). The Pre-Implementation Period will begin on the date Customer places an Order for the Service. The Implementation Period will begin immediately after the Pre-Implementation Period ends. The Order Term will begin after the Implementation Period ends.
 - 2.1. **Pre-Implementation Period.** For approximately the first 60 days from the date Customer places an Order for the Service, Customer and Sprint will work together to create a plan for implementing the Service (“**Pre-Implementation Period**”). The parties will create a statement of work, which will include (a) an implementation plan, and (b) a technical network design plan (“**Customer Statement of Work**”). The Pre-Implementation Period will end on the day the last party signs the Customer Statement of Work.
 - 2.2. **Implementation Period.** After the Pre-Implementation Period, Sprint and Customer will begin implementing the Service (“**Implementation Period**”). For the Implementation Period, Customer must have purchased Sprint Global MPLS with enough bandwidth to accommodate Customer’s aggregated voice traffic in addition to its data traffic. Customer will cooperate in good faith with Sprint to fulfill all implementation requirements necessary to deploy the full-scale Service within 90 days of the date Customer signed the Customer Statement of Work. Implementation will be based on the Customer Statement of Work developed in the Pre-Implementation Period.

3. SPRINT RESPONSIBILITIES

3.1. Pre-Implementation Period. Sprint will:

- A. Provide project management, including coordinating with Customer on fulfillment of Customer's responsibilities, as set forth below and—with Customer's prior written approval—create and manage the Customer Statement of Work and all project plans.
- B. Pre-qualify Customer telephone numbers and locations for verification that Service is available at the locations.
- C. Provide Customer a technical network design, which will be part of the Customer Statement of Work. Sprint and Customer will agree to the Customer Statement of Work before Sprint begins implementing the Service.

3.2. Implementation Period. Sprint will:

- A. Use commercially reasonable efforts to comply with Customer requests related to portability of existing local telephone numbers and toll free telephone numbers. Sprint cannot guarantee local number portability in all locations due to geographic limitations on the availability of the Service. Sprint will use commercially reasonable efforts to comply with Customer requests to port Customer's existing non-Sprint and Sprint toll free numbers to SIP Trunking Toll Free. Sprint will promptly notify Customer if Sprint cannot port all of the requested numbers. If a number cannot be ported, Customer may terminate the impacted site without early Order Term termination liability.
- B. At Customer's expense, install Sprint Global MPLS to the demarcation point for each site where Customer has ordered the Service.
- C. Provide test criteria agreed upon by Sprint and Customer for the Implementation Period, and will perform testing for final Customer acceptance of the Service.

3.1. Service Assurance. Sprint will:

- A. Provide a 24/7/365 Tier 2 Help Desk (via a toll free number) to support the Service. Sprint's help desk will answer calls from Customer's telecom manager/designee and address issues within Sprint and its suppliers as needed to resolve the Service-related network specific issues.
- B. Maintain quality of service by performing preventative maintenance and software updates to Sprint's network.
- C. Perform scheduled network maintenance for functions such as hardware and software upgrades and network optimization at times that are anticipated to minimize disruption of Customer's Service. Sprint will use commercially reasonable efforts to provide advance notice of all scheduled maintenance.
- D. Perform Demand Maintenance at its discretion. As used in this Annex, "Demand Maintenance" means maintenance that is required due to unanticipated events or when Service elements are in jeopardy. Due to the nature of Demand Maintenance, prior notification may not be possible; however, Sprint will inform Customer when maintenance is complete.
- E. Work with Customer to resolve Service-related network issues. In the event that Sprint's resolution of network issues does not resolve Customer's Service issues, and all known Sprint network issues are cleared, Sprint will notify Customer that Customer must resolve any remaining non-Sprint issue to restore the Service. Sprint may be willing to assist Customer in resolving non-Sprint related issues on a time and materials cost basis per the Customer Trouble Assistance Charges section of the Agreement.

4. CUSTOMER RESPONSIBILITIES

4.4. Pre-Implementation Period. Customer will:

- A. Support G.711 codec as a primary or as a secondary codec to G.729a.

- B. Supply Sprint with a complete, accurate list of Customer's telephone numbers and complete address for each site. Sprint will use this list for pre-qualification of the Service. If any site is not within the Service territory or 911 Service is not available, then that site will not be eligible for the Service.
- C. Supply Sprint with a complete, accurate list of Sprint and non-Sprint toll free numbers that need to be moved or ported and the complete address where each toll free number will terminate.
- D. Block calls outside the scope of the Service through Customer's IP PBX.
- E. Identify a single person to be the point of contact who will be the primary interface to the Sprint Program Manager.
- F. Participate in the development and design of the Customer Statement of Work.
- G. Provide Sprint approved IP PBXs and certified SIP interface gateways where required for ordering the Service. The requirements for Sprint approved IP PBXs can be obtained from Customer's Sprint account team and will be contained within the Customer Statement of Work. If Customer requires use of IP PBXs or SIP interface gateways that Sprint has not approved or certified, then prior to the commencement of the Implementation Period Customer must receive Sprint's written approval to use such IP PBXs or SIP interface gateways with the Service. If Sprint approves the use of non-certified equipment with the Service, Customer must (i) perform its own testing to ensure that the equipment will work with the Service (including prior to implementation and after any maintenance or upgrades), (ii) provide Sprint with configurations prior to any use of the Service with the non-certified equipment, and (iii) agree to technical dependencies within the Customer Statement of Work. Sprint does not guarantee interoperability of non-standard, non-certified equipment during Customer's use of the Service. Customer accepts all responsibility for support and interoperability with the Service. If Customer does not satisfy the requirements in this subsection 4.1.G, then Sprint can terminate the Service.
- H. Provide Sprint with a single physical location ("**Registered Location**"), consisting of a valid mailing address and any additional premise information required by applicable 911 or E911 laws or governmental regulations, for each Customer device connected to the Service. Customer must update the Registered Location when Customer changes the physical location of a Customer device by sending an email to Customer's Sprint account team and to the distribution list provided by Sprint.
- I. Provide Sprint with a completed Letter of Agency and Letter of Authorization (if applicable).

4.5. Implementation Period. Customer will:

- A. Place an Order for the minimum number of SIP Trunks set forth in the Agreement.
- B. Implement each site with a minimum of one new or ported telephone number.
- C. Be responsible for providing and maintaining Customer's IP PBXs and SIP interface gateways needed for the Service. The demarcation points between Sprint's and Customer's networks will be specified in the Customer Statement of Work.
- D. Participate in testing of the Service during the Implementation Period. Customer and Sprint will sign an implementation certificate of customer acceptance after final testing of the Service. If Customer elects not to participate in testing, the Service will be deemed accepted 5 days after installation.
- E. Only originate calls using Sprint telephone numbers across the Service.
- F. Enable "class of service" options on the Sprint Global MPLS network to help ensure voice quality.
- G. Instruct Customer's employees on the limitations of E911 services when using the Service.

4.6. Service Assurance. Customer will:

- A. Be responsible for providing all maintenance, management and monitoring on Customer-owned equipment during the Order Term.

- B. Provide initial triage and fault isolation within Customer's IP PBX and WAN infrastructure prior to contacting Sprint's designated Tier 2 Help Desk. Customer's Tier 1 Help Desk will be responsible for communicating all service-affecting outages to Sprint's Tier 2 Help Desk.

5. CHANGE MANAGEMENT

- 5.1 **Changes to Customer Statement of Work.** All changes to the Customer Statement of Work must be pre-approved in writing by both parties. Customer-requested changes to an agreed upon implementation schedule will result in additional charges to Customer, and Sprint will notify Customer of any additional charges that will result from a requested change. Upon receipt of such notice, Customer may withdraw the change request and accept the original agreed upon Customer Statement of Work or proceed with the revised implementation schedule, and Sprint will bill the Customer for the additional charges.
- 5.2 **Changes to Service.** Requests for Service changes, configuration changes, Order cancellations or Service expedite must be in writing and must be coordinated with Customer's Sprint account team. The charges associated with these changes are set forth in the Agreement.
- 5.3 **Service Moves.** Requests for Service moves must be in writing and will be implemented as a coordinated disconnect and install between the old and new locations. All charges associated with installation of the Service at the new location will apply. However, the original Order Term that was in effect for the moved location will remain in effect and will not be extended due to the move.
- 5.4 **Disconnection.**
 - A. Customer's requests to disconnect SIP Trunks must be in writing ("**Disconnect Request**"). Sprint will use commercially reasonable efforts to complete Disconnect Requests within 60 days of receiving Customer's complete Disconnect Request. If Customer disconnects SIP Trunks prior to the end of the Order Term, the applicable disconnection charge set forth in this Section 5.4 will apply.
 - B. At the time Sprint receives a Disconnect Request ("**Disconnect Request Date**"), Sprint will determine the highest aggregate number of SIP Trunks that had been implemented prior to that date ("**SIP Trunk Peak**").
 - i. If the aggregate number of disconnected SIP Trunks through the Disconnect Request Date (including the SIP Trunk(s) being disconnected in the then-current Disconnect Request) is 25% or less than the SIP Trunk Peak, then for the SIP Trunks being disconnected in the then-current Disconnect Request, Sprint will invoice Customer for the standard disconnect charges stated in the Moves, Changes, Disconnects and Expedite Charges section of the Agreement.
 - ii. If the aggregate number of disconnected SIP Trunks through the Disconnect Request Date (including the SIP Trunk(s) being disconnected in the then-current Disconnect Request) is more than 25% of the SIP Trunk Peak, then for the SIP Trunks being disconnected in the then-current Disconnect Request, Sprint will invoice Customer for excessive disconnect liability equal to: (a) the number of SIP Trunks exceeding 25% of the SIP Trunk Peak; multiplied by (b) the monthly recurring charge ("**MRC**") for each disconnected SIP Trunk; multiplied by (c) the number of months remaining in the Order Term.
- 5.5 **Additional SIP Trunks.** After completion of the Implementation Period, additional SIP Trunks will be considered a new implementation, and Sprint will charge Customer in accordance with section 6 ("Charges") below.
- 5.6 **Changes to Sprint Network.** All Sprint-initiated modifications, additions, and maintenance to the Service within Sprint's network will be made at Sprint's cost and expense, unless otherwise stated in the Agreement. Sprint will use commercially reasonable efforts to notify Customer in the event that Sprint knows that a modification, addition, or maintenance within Sprint's network will impact Customer's use of the Service.
- 5.7 **Partial Ports.** Customer agrees that it is fully responsible for any discontinuation of Service on telephone numbers that are not ported to the Service in connection with a partial port. Customer

releases Sprint from any and all liability in connection with a partial port, and Customer agrees to defend and indemnify Sprint from and against all claims associated with a partial port.

6. **CHARGES.** Sprint charges for the Service in two different methods. The applicable method is stated in the Agreement. Regardless of the method used, SIP Trunking Toll Free has separate rates for Domestic interstate toll free calls and intrastate toll free calls as well as MRCs and nonrecurring charges (each, an “NRC”). These charges are set out in the Agreement. Sprint calculates the charges for the Service as follows:

6.1 Option 1—Off-Net Block of Time

- A. **SIP Trunk Charges.** Sprint will charge Customer an NRC and an MRC for each SIP Trunk. Each SIP Trunk is used for carrying Customer’s daily traffic or for seasonal and backup capabilities. SIP Trunks do not include any minutes, but Customer is required to purchase enough Off-Net Blocks of Time (defined below) to cover Customer’s anticipated monthly usage.
- B. **Off-Net Block of Time Charges.** Sprint will charge Customer an MRC for a block of off-net minutes (“Off-Net Block of Time”).
- i. Each Off-Net Block of Time includes up to 5,000 Domestic Off-Net Call (defined below) minutes of use per month.
 - ii. Off-Net Calls are those placed between Customer’s sites participating in the Service and the Public Switched Telephone Network (“Off-Net Calls”). Domestic Off-Net Calls accrue minutes against the Off-Net Block of Time in full minute increments. Off-Net Calls include all inbound and outbound local and long distance calls. Inbound International calls are treated as local inbound and also count against the Off-Net Block of Time.
 - iii. Calls placed between Customer’s sites participating in the Service that are not routed to the Public Switched Telephone Network are considered on-net calls (“On-Net Calls”). On-Net Calls are included at no charge and do not accrue minutes against the Off-Net Blocks of Time. Customer must ensure that enough Sprint Global MPLS network connectivity exists to ensure all calls (On-Net and Off-Net) can be carried appropriately.
 - iv. Customer must maintain ordered Off-Net Blocks of Time for a minimum of 30 days before requesting a reduction in the number Off-Net Blocks of Time.
- C. **Block of Time Overage Charges.** On a monthly basis, Sprint will compare Customer’s actual Domestic Off-Net Call minutes (inbound and outbound) to the usage purchased through Off-Net Blocks of Time. Off-Net Call minutes that exceed the blocks of minutes purchased will be charged a flat rate per minute rounded up to the whole minute. For example:
- i. Customer purchased a total of 50 Off-Net Blocks of Time, which equate to 250,000 minutes per month ($50 \times 5,000 = 250,000$ per month).
 - ii. During the month, Customer uses 258,000 Off-Net Call minutes.
 - iii. Sprint calculates the overage as follows: $250,000 - 258,000 = 8,000$ overage minutes.
 - iv. Therefore, Sprint will charge Customer an overage charge of $8,000 \times$ the flat rate specified in the Agreement.
 - v. The total minutes of use for a call will be measured with an initial 18 second duration with an incremental 6 second duration from the time Customer’s IP PBX accepts the call setup request until the time the call is terminated.

6.2 Option 2—Unlimited Local and Metered Long Distance. Sprint will charge Customer an NRC and an MRC for each SIP Trunk that includes unlimited local voice traffic. Sprint will charge Customer a per minute of use rate for off-net Domestic long distance traffic.

- A. Customer agrees that its interstate and intrastate long distance traffic terminations to states with high-cost access charges will not exceed 20% of its total long distance traffic. If Customer exceeds the 20% limit for 3 or more billing cycles over any 5 billing cycles, then Sprint can charge the intrastate calling rates listed in the “Rates for Non-Scheduled and Non-Tariffed Services” section on www.sprint.com/ratesandconditions for all intrastate calls.

- B. If Sprint determines—in its sole discretion—that Customer’s traffic patterns or network configurations are generating third party access costs to Sprint that exceed either the SIP Trunk MRC or the per minute long distance rate for any 3 billing cycles in any 5 month billing cycles, then Sprint can modify the affected rate element with 10 days’ advance written notice.
 - C. The following states have high-cost access charges (Sprint reserves the right to update this list in its sole discretion without prior notice): Iowa; Minnesota; Montana; North Dakota; and South Dakota.
- 6.3 Telephone Number Charges.** Customer must either port or order new blocks of telephone numbers. Sprint will charge Customer an MRC for each telephone number ordered or ported, as set forth in the Agreement. If Customer requires additional telephone numbers to keep in inventory for future use, Customer can order additional new telephone numbers, and Sprint will charge for the additional numbers as set forth in the Agreement. Customer can associate up to 20 telephone numbers per SIP Trunk. If Customer requires more, Sprint will charge Customer an additional charge as set forth in the Agreement. For SIP Trunking Toll Free, a single telephone number is required for each location at which SIP Trunking Toll Free is provided.
- 6.4 Termination and Termination Charges**
- A. **Customer’s Termination for Convenience.** If Customer terminates the Service for convenience, Sprint will invoice Customer for early Order Term termination liability equal to: (i) the average cost of Customer’s prior 3 months of Service; multiplied by (ii) the number of months remaining in the Order Term.
 - B. **Sprint Termination.** In addition to the parties’ other termination rights in the Agreement, Sprint may terminate the Service, in whole or in part, with 60 days’ prior written notice if Sprint is unable to secure third-party support for the Service.
 - C. **Regulatory and Legal Changes.** If any change in applicable law, regulation, rule or order materially affects delivery of the Service, the parties will negotiate appropriate changes to the Agreement. If the parties are unable to reach agreement within 30 days after either party's delivery of written notice to the other requesting renegotiation: (i) Sprint may pass any increased costs relating to delivery of the Service through to Customer, and (ii) if Sprint does so, Customer may terminate the Service without early Order Term termination liability by delivering written notice to Sprint within 30 days of receiving written notice that Sprint is passing along the increased costs.
- 6.5 Right Sizing Period.** Customer can decrease the number of SIP Trunks during the first 90 days following the Implementation Period without penalty or paying any disconnect fees; provided that Customer does not go below the minimum number of SIP Trunks it committed to in the Agreement. After this 90 day period, Sprint will charge all disconnect fees and early Order Term termination liability.

7. SERVICE LIMITATIONS

- 7.1 Auto-dialer Systems.** The Service is not designed for use with automated outbound dialing systems. Sprint is not responsible for any interruption or disruption of automated outbound dialing systems connected to the Service by Customer.
 - 7.2 Local Number Portability.** Sprint will use commercially reasonable efforts to comply with Customer requests related to portability of existing local telephone numbers. Sprint cannot guarantee local number portability in all locations.
 - 7.3 International Origination.** SIP Trunking Toll Free does not support international origination.
 - 7.4 Fax & Modem Systems.** The Service is tested to work with a certified vendor’s PBX fax capabilities with limitations as recommended by the manufacturer or certification guides. Sprint does not guarantee that all fax and modem manufacturers’ systems will work with the Service, and the Service can only support routing on a best effort basis.
- 8. SIP Trunking 911 Limitation of Liability.** Sprint is not liable for any SIP Trunking outage or other inability of devices to dial 911, or any other emergency telephone number, or to access an emergency service operator.

9. **SIP Trunking 911 Indemnification.** Customer will defend and indemnify Sprint, its officers, directors, employees, Affiliates, agents, and vendors affiliated with SIP Trunking, from and against all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees) by, or on behalf of Customer or any third party or user of SIP Trunking relating to the failure or outage of call functionality, including without limitation those related to 911 dialing.

Refer also to Standard Terms and Conditions for Communications Services (Page 82)

SIP TRUNKING SERVICE PRICE LIST

SIP Trunking Pricing Table	GSA Monthly Price
SIP Trunk	\$31.50
Long distance off-net (per minute of use)	\$0.0170

SIP Trunking Toll Free Pricing Table	GSA Monthly Price
SIP Toll Free – Interstate (per minute of use)	\$0.0130
SIP Toll Free Intrastate Inbound Rates	
	GSA Monthly Price
Alabama	\$0.0288
Arizona	\$0.0368
Arkansas	\$0.0488
California	\$0.0240
Colorado	\$0.0400
Connecticut	\$0.0232
DC	\$0.0168
Delaware	\$0.0248
Florida	\$0.0320
Georgia	\$0.0384
Idaho	\$0.0752
Illinois	\$0.0200
Indiana	\$0.0224
Iowa	\$0.0504
Kansas	\$0.0272
Kentucky	\$0.0392
Louisiana	\$0.0248
Maine	\$0.0304
Maryland	\$0.0248
Massachusetts	\$0.0264
Michigan	\$0.0200
Minnesota	\$0.0472
Mississippi	\$0.0272
Missouri	\$0.0640
Montana	\$0.0728
Nebraska	\$0.0424
Nevada	\$0.0360
New Hampshire	\$0.0400
New Jersey	\$0.0304
New Mexico	\$0.0272
New York	\$0.0400
North Carolina	\$0.0400
North Dakota	\$0.0872

Ohio	\$0.0208
Oklahoma	\$0.0360
Oregon	\$0.0248
Pennsylvania	\$0.0312
Rhode Island	\$0.0360
South Carolina	\$0.0288
South Dakota	\$0.1200
Tennessee	\$0.0312
Texas	\$0.0248
Utah	\$0.0368
Vermont	\$0.0400
Virginia	\$0.0352
Washington	\$0.0352
West Virginia	\$0.0280
Wisconsin	\$0.0352
Wyoming	\$0.0424

**TERMS AND CONDITIONS APPLICABLE TO
WIRELESS SERVICES (SPECIAL ITEM NUMBER 132-53)**

1. ACCEPTANCE TESTING

The Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

2. EQUIPMENT

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and ordering activity-furnished devices, that conforms to the cellular service furnished by the Contractor.

3. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Reference the **SPRINT WIRELESS SERVICES PRODUCT ANNEX** below.

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

4. MANAGEMENT AND OPERATIONS PRICING

The Offeror shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

5. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system.

6. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/User with a monthly summary ordering activity report.

7. WIRELESS SERVICE PLAN

- (a) Describe the wireless service plan and eligibility requirements. Include, but not limited to, service area, monthly service charge, minutes included, etc.

Reference the Sprint pricelist for service plan descriptions

- (b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

Reference the Sprint pricelist for service plan descriptions

- (c) Describe corporate volume discounts and eligibility requirements.

Reference the Sprint pricelist for service plan descriptions

Refer to Standard Terms and Conditions for Communications Services (Page 82)

Refer to Government Wireless Services Product Annex (Page 94)

SIN 132-53 PRICELIST

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
VOICE SERVICE PLANS		
	BUSINESS ESSENTIALS PLANS - All Plans include: Unlimited Nights and Weekends starting at 7PM, unlimited Mobile to Mobile, Unlimited Direct Connect and Group Connect on all capable devices, Pooling, Domestic Roaming, Nationwide Long Distance, Voicemail, Caller ID, 3-way Calling, Numeric Paging, Call Forwarding (\$.20 per Min) and Call Waiting. Up to 5 0-minute plans can be added for each primary "core" plan on an account. Cell Overage \$.40 per minute	
132-53	400 Anytime Minutes	\$30.22
132-53	1000 Anytime Minutes	\$45.33
132-53	1400 Anytime Minutes	\$60.45
132-53	2000 Anytime Minutes	\$75.56
132-53	3000 Anytime Minutes	\$113.34
132-53	4000 Anytime Minutes	\$151.13
132-53	0 Anytime Minutes	\$18.89
132-53	Mobile to Office	\$6.05
	SPRINT BUSINESS ADVANTAGE TALK PLANS - All Plans Include: Unlimited nights and weekends @ 7PM, unlimited Mobile to Mobile, unlimited Direct Connect and Group Connect, Voice Minute Pooling, No Roaming Charges, Nationwide Long Distance, Voicemail, Caller ID, 3-way Calling, Numeric Paging, Call Forwarding (\$.20 per Min) and Call Waiting. Cell Minute Overage \$.25 per minute	
132-53	200 Anytime Minutes	\$22.66
132-53	450 Anytime Minutes	\$30.22
132-53	900 Anytime Minutes	\$45.33
132-53	1350 Anytime Minutes	\$60.45
132-53	2000 Anytime Minutes	\$75.56
132-53	4000 Anytime Minutes	\$113.34
	SPRINT BUSINESS ADVANTAGE MESSAGING PLANS - All Plans Include: Unlimited Text Messaging including Text, Picture and Video Mail, Unlimited nights and weekends @ 7PM, unlimited Mobile to Mobile, unlimited Direct Connect and Group Connect, Voice Minute Pooling, No Roaming Charges, Nationwide Long Distance, Voicemail, Caller ID, 3-way Calling, Numeric Paging, Call Forwarding (\$.20 per Min) and Call Waiting. Cell Minute Overage \$.25 per minute	
132-53	200 Anytime Minutes	\$30.22
132-53	450 Anytime Minutes	\$37.78
132-53	900 Anytime Minutes	\$52.89
132-53	1350 Anytime Minutes	\$68.00
132-53	2000 Anytime Minutes	\$83.12
132-53	4000 Anytime Minutes	\$120.90
132-53	Mobile to Office	\$6.05

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
	SPRINT BUSINESS ADVANTAGE MESSAGING AND DATA PLANS - All Plans Include: Any Mobile, AnytimeSM, Unlimited Text Messaging (Text, Picture and Video) and Unlimited Data including Web, GPS Navigation, Sprint TV Premier, Sprint Music Premier, Email, Unlimited nights and weekends @ 7PM, unlimited Mobile to Mobile, unlimited Direct Connect and Group Connect, Voice Minute Pooling, No Roaming Charges, Nationwide Long Distance, Voicemail, Caller ID, 3-way Calling, Numeric Paging, Call Forwarding (\$.20 per Min) and Call Waiting. Cell Minute Overage \$.25 per minute	
132-53	200 Anytime Minutes	\$45.33
132-53	450 Anytime Minutes	\$52.89
132-53	900 Anytime Minutes	\$68.00
132-53	1350 Anytime Minutes	\$83.12
132-53	2000 Anytime Minutes	\$98.23
132-53	4000 Anytime Minutes	\$136.01
132-53	Mobile to Office	\$6.05
	BUNDLED VOICE AND DATA SERVICE PLANS	
	VOICE AND DATA SERVICE BUNDLES	
132-53	CDMA Voice with Unlimited Blackberry and Text Bundle Includes: Business Essentials 400 Anytime Minutes, Unlimited Mobile to Mobile, Unlimited Nights & Weekends at 7PM, Shared Minutes, Nationwide Long Distance, Roaming, Caller ID, Voicemail, Unlimited Domestic Text Messaging (Includes 2-way text messaging - Additional charges apply for PictureMail, MMS and International Text messages), Unlimited Blackberry Email and Web Plan (Data services in MBs, Blackberry Email Internet or Blackberry browsing, Mobile Broadband 'MBB') (Voice Plan Overage \$.25/minute) (Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.)	\$50.37
132-53	CDMA Voice with Unlimited Blackberry and Text Bundle Includes: Business Essentials 1000 Anytime Minutes, Unlimited Mobile to Mobile, Unlimited Nights & Weekends at 7PM, Shared Minutes, Nationwide Long Distance, Roaming, Caller ID, Voicemail, Unlimited Domestic Text Messaging (Includes 2-way text messaging - Additional charges apply for PictureMail, MMS and International Text messages), Unlimited Blackberry Email and Web Plan (Data services in MBs, Blackberry Email Internet or Blackberry browsing, Mobile Broadband 'MBB') (Voice Plan Overage \$.25/minute) (Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.)	\$75.56
132-53	CDMA Voice with Unlimited Data and Text Bundle Includes: Business Essentials 400 Anytime Minutes, Unlimited Mobile to Mobile, Unlimited Nights & Weekends at 7PM, Shared Minutes, Nationwide Long Distance, Roaming, Caller ID, Voicemail, Unlimited Domestic Text Messaging (Includes 2-way text messaging - Additional charges apply for PictureMail, MMS and International Text messages), Custom Sprint PRO Pack (Data services in MBs, Data Access, Web Browsing, Sprint Mobile eMail, On Demand, Sprint Navigation and Active Sync) (Voice Plan Overage \$.25/minute) (Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.)	\$50.37
132-53	CDMA Voice with Unlimited Data and Text Bundle Includes: Business Essentials 1000 Anytime Minutes, Unlimited Mobile to Mobile, Unlimited Nights & Weekends at 7PM, Shared Minutes, Nationwide Long Distance, Roaming, Caller ID, Voicemail, Unlimited Domestic Text Messaging (Includes 2-way text messaging - Additional charges apply for PictureMail, MMS and International Text messages), Custom Sprint PRO Pack (Data services in MBs, Data Access, Web Browsing, Sprint Mobile eMail, On Demand, Sprint Navigation and Active Sync) (Voice Plan Overage \$.25/minute) (Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.)	\$75.56

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
	UNLIMITED VOICE AND DATA SERVICE BUNDLES	
132-53	CDMA Unlimited Voice with Unlimited Blackberry and Text Bundle Includes: Unlimited Anytime Minutes, Unlimited Mobile to Mobile, Unlimited Nights & Weekends at 7PM, Nationwide Long Distance, Roaming, Caller ID, Voicemail, Unlimited Domestic Text Messaging (Includes 2-way text messaging and Picturemail - Additional charges apply for International Text messages), Unlimited Blackberry Email and Web Plan (Data services in MBs, Blackberry Email Internet or Blackberry browsing, Mobile Broadband 'MBB') (Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan. Customer may purchase an Unlimited Phone as Modem (PAM) attachable with this plan. Additional charges apply for international voice and data services.)	\$90.67
132-53	CDMA Unlimited Voice with Unlimited Data and Text Bundle Includes: Unlimited Anytime Minutes, Unlimited Mobile to Mobile, Unlimited Nights & Weekends at 7PM, Nationwide Long Distance, Roaming, Caller ID, Voicemail, Unlimited Domestic Text Messaging (Includes 2-way text messaging and Picturemail - Additional charges apply for International Text messages), Unlimited Custom Sprint PRO Pack (Data services in MBs, Data Access, Web Browsing, Sprint Mobile eMail, On Demand, Sprint Navigation and Active Sync) (Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan. Customer may purchase an Unlimited Phone as Modem (PAM) attachable with this plan. Additional charges apply for international voice and data services.)	\$90.67
	SPRINT GOVERNMENT VALUE VOICE, DATA AND MESSAGING PLANS	
132-53	Anytime Minutes - 400 , Anytime Minutes Overage - \$0.25/minute, Plan includes: Unlimited Nights and Weekends starting at 7PM, Shared Minutes, Unlimited Mobile to Mobile, Nationwide Long Distance, Caller ID and Voice Mail, Unlimited Internet Browsing and eMail, Unlimited Domestic Messaging, Domestic Data Roaming at \$0.002/kb, Premium Data not required.	\$50.37
132-53	Anytime Minutes - 1000 , Anytime Minutes Overage - \$0.25/minute, Plan includes: Unlimited Nights and Weekends starting at 7PM, Shared Minutes, Unlimited Mobile to Mobile, Nationwide Long Distance, Caller ID and Voice Mail, Unlimited Internet Browsing and eMail, Unlimited Domestic Messaging, Domestic Data Roaming at \$0.002/kb, Premium Data not required.	\$70.52
	Note 1 - Corporate-Liable Active Units on the Sprint Government Value Voice, Data, and Messaging plan will share Anytime Minutes with only the Business Essentials family of plans.	
	Note 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.	
	Note 3 - Pools with SBE(Sprint Business Essentials and other plans based on Sprint Business Essentials that pool with SBE) plans	
	Note 4 - Upgrade term is 24 Months	
	Note 5 - Unlimited Data (Not Pro Pack) Supports web surfing and email	

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
VOICE AND DATA VALUE ADDED FEATURE PLANS		
ADDITIONAL ENHANCED VOICE PLAN FEATURES -Voice Plan Required		
132-53	<p>Sprint Worldwide Voice Plan - International roaming add-on (voice plan req'd) offering discounted voice rates while roaming in over 110 countries & US territories around the world. Available for Sprint Phones only (incl PowerSource). Provisioning handled by Sprint Worldwide Care Group. To view rates on Sprint.com go to: http://www.sprint.com/international. Provisioning via Sprint Worldwide Care:</p> <ol style="list-style-type: none"> 1. 888-226-7212, opt 2 (in US) or 817-698-4199 (outside US) 2. Chat with us - link on sprint.com/international 3. Email us - link on sprint.com/international. <p>Customers should contact Sprint Worldwide Care each time leave the country to ensure account is provisioned correctly.</p>	\$3.77
	<p>NOTE: Sprint Worldwide offers international travelers the ability to stay connected when outside of the United States. Travel-ready devices are available on CDMA, iDEN, or GSM networks and may be purchased, or rented. Country coverage is provided through roaming partners and may not be available everywhere. Country per-minute charges range from \$0.59 per minute to \$5.99 per minute. Certain restrictions and charges may apply. Refer to http://www.sprint.com/international for the most current per-minute rates and country coverage. Please contact your Sprint Sales representative for more information.</p>	
132-53	Static IP Address (Standard CDMA) - Allows for customer to purchase a static IP address to attach to their device. \$3/mo per IP address. Now available for 3G/4G dual mode plans.	\$2.27
SHORT MESSAGING SERVICE (SMS) Text Messaging with a Voice Plan		
132-53	300 short text messages per month - International messages \$0.20 each and Pay As You Go image/audio messages at \$0.25 each	\$3.78
132-53	1000 short text messages per month - International messages \$0.20 each and Pay As You Go image/audio messages at \$0.25 each	\$7.56
132-53	Unlimited Short Message Service including Picturemail and Multi-Media Messages	\$15.11
NEXTMAIL		
132-53	<p>NextMail - NextMail combines the ability to send messages with the flexibility and global reach of e-mail. Customers can send NextMail messages worldwide, from anywhere on the Nationwide Sprint Network, the Sprint 3G Network, and the Sprint 4G Network - including the International Direct Connect® countries of Peru, Brazil, Mexico and Argentina - to anywhere a recipient can use a PC to access the internet. NextMail must be attached to an Business plan that includes Direct Connect access. Unless the customer selects a Sprint voice Business plan that includes Unlimited Direct Connect access, additional charges may apply.</p>	\$5.67
132-53	<p>NextMail Locator - NextMail combines the ability to send messages with the flexibility and global reach of e-mail, and Locator attaches Latitude/Longitude information and an interactive map showing the sender's location at the time the message was recorded. NextMail Locator service must be attached to a Sprint Business plan that includes Direct Connect access. Unless the customer selects a Sprint voice Business plan that includes Unlimited Direct Connect access, additional charges may apply.</p> <ul style="list-style-type: none"> - Standard MMS Messaging charges may apply while using service. - Customer must have and active IP address. If the customer does not have a data plan attachable that provides one, casual data rates may apply. - NextMail Locator service requires a GPS capable Sprint device. - Customers are instructed to give privacy consent on sprint.com. Note that consent is not required in order for the service to work. (via "Manage GPS Consent" on the Settings & Passwords page). - PowerSource customers are instructed to give privacy consent on sprint.com. Note that consent IS required in order or the service to work. (via "GPS Privacy Manager" on the Settings & Passwords page). 	\$15.11

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
	CDMA WIRELESS DATA SERVICES	
132-53	Sprint PRO Pack Includes eMail via Microsoft Windows Mobile and Active Sync. Also includes: Unlimited Data Access, Unlimited Web Browsing, Unlimited Messaging (Text, Picture, Video), Sprint Mobile eMail, On Demand, Unlimited Sprint Navigation	\$22.67
132-53	Worldwide Data Plan - Data is for Windows Mobile and Palm OS. Utilizes Microsoft Direct Push technology via ActiveSync and Versamail. Limited to PDA/Smartphone devices. Phone as Modem is attachable for an additional charge.	\$52.89
132-53	Primary Data Plan (CDMA) - PDA/SmartPhone only. Web/Data Access and Active Sync. If voice services are used with this plan \$.20 cents/minute for voice calls plus \$.25/min for LD calls. Domestic off-network roaming calls are \$.69/min with an addtl \$.25/min for LD calls. No voice plan is required.	\$37.78
132-53	Phone as Modem attachable available only if purchased with the Sprint PRO Pack, BlackBerry data plan and Worldwide BlackBerry plan. 5GB monthly data usage and 300MB off-network roaming usage limitations apply.	\$11.34
	BLACKBERRY SERVICE PLANS	
132-53	BlackBerry® Unlimited MB usage - Includes Web access, wireless e-mail, and Phone As Modem. Not combinable with Data Packs. If no Voice Plan is attached then Voice is billed at \$ 0.20 cpm plus \$ 0.25 Long Distance and \$.069 Roaming.	\$37.78
132-53	WorldWide BlackBerry® Email and Web Plan International Data Roaming includes Unlimited BlackBerry email and web access in the US, Canada, and Mexico, Unlimited GSM/GPRS email and web access in all GPRS countries. If no Voice Plan is attached then Voice is billed at \$0.20 cpm plus \$0.25 Long Distance and \$0.69 Roaming.	\$52.89
132-53	BES 10 Regulated - Regulated-level Enterprise Mobility Management (EMM) control options for BlackBerry® 10 smartphones to enable compliance for secure, government and regulated environments. Where a high degree of granular control over device features is required and for enterprises where corporate-only use and application management policies are in place, BlackBerry 10 smartphones and BlackBerry® Enterprise Service 10 combine to provide a device management solution for high-security mobility.	\$15.00
	BUSINESS WORLDWIDE DATA PACKS	
132-53	120 MB Pack - Worldwide Data Pack for IOS, Android and Blackberry Add-on - International Data Roaming Services Allowance in MBs 120, Additional data - \$10/MB	\$25.00
132-53	300 MB Pack - Worldwide Data Pack for IOS, Android and Blackberry Add-on - International Data Roaming Services Allowance in MBs 300, Additional data - \$10/MB	\$55.00
132-53	800 MB Pack - Worldwide Data Pack for IOS, Android and Blackberry Add-on - International Data Roaming Services Allowance in MBs 800, Additional data - \$10/MB	\$115.00
	GPS NAVIGATION	
132-53	Sprint Mobile Locator - Allows managers and dispatchers to see the current location of an employee's phones on an internet-based map.	\$11.34

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
MOBILE BROADBAND DATA PLANS		
CDMA - CUSTOM UNLIMITED*** DOMESTIC 3G CONNECTION CARD PLAN For Laptop use only, may not be used for video surveillance or student applications		
132-53	1-2,499 Customer's Total Active Corporate-Liable Connection Cards in Service under this Contract on an Unlimited*** Connection Card plan. - Domestic Data Services limitation in Gigabytes ("GB") - Unlimited***, Overage charge for additional Domestic Data Services usage above plan limit - Not Applicable, Domestic Data Roaming limitation in Megabytes ("MB") - 300MB, Overage charge for additional Domestic data Roaming usage above plan limit - \$0.25/MB	\$40.29
132-53	2,500-4,999 Customer's Total Active Corporate-Liable Connection Cards in Service under this Contract on an Unlimited*** Connection Card plan. - Domestic Data Services limitation in Gigabytes ("GB") - Unlimited***, Overage charge for additional Domestic Data Services usage above plan limit - Not Applicable, Domestic Data Roaming limitation in Megabytes ("MB") - 300MB, Overage charge for additional Domestic data Roaming usage above plan limit - \$0.25/MB	\$38.28
132-53	5,000+ Customer's Total Active Corporate-Liable Connection Cards in Service under this Contract on an Unlimited*** Connection Card plan. - Domestic Data Services limitation in Gigabytes ("GB") - Unlimited***, Overage charge for additional Domestic Data Services usage above plan limit - Not Applicable, Domestic Data Roaming limitation in Megabytes ("MB") - 300MB, Overage charge for additional Domestic data Roaming usage above plan limit - \$0.25/MB	\$35.25

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

Note 2 - Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

Note 3 - 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, Customer exceeds 5 GB/month in total, or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks 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 (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) 5 GB/month in total, (ii) 300 MB/month while Roaming, or (iii) a majority of kilobytes while Roaming; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

Note 4 - To receive the pricing above, Customer's Corporate-Liable Active Unit Sprint Connection Card Commitment Level is 1-2,499 connection card activations. If Customer's total number of Corporate-Liable Active Unit Sprint connection cards in Service exceeds this level, Customer may request a move to the next Net MRC tier. Upon request and verification, Sprint will adjust Customer's Net MRC in the next available billing cycle. Sprint will not issue any retroactive credits when moving Customer to a higher tier. If at any time Customer's active Corporate-Liable connection cards in Service do not meet that NET MRC tier's Commitment Level, Sprint may move Customer to the applicable Net MRC tier they are eligible for.

Note 5 - Services must be activated on a compatible connection card eligible for this plan and approved by Sprint.

***Not to exceed 5 GB.

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
	CDMA - CUSTOM UNLIMITED*** DOMESTIC 3G/4G CONNECTION CARD PLAN For Laptop use only, may not be used for video surveillance or student applications	
132-53	1-4,999 Customer's Total Active Corporate-Liable Connection Cards in Service under this Contract on an Unlimited*** Connection Card plan. - Domestic Data Services limitation in Gigabytes ("GB") - Unlimited***, Overage charge for additional Domestic Data Services usage above plan limit - Not Applicable, Domestic Data Roaming limitation in Megabytes ("MB") - 300MB, Overage charge for additional Domestic data Roaming usage above plan limit - \$0.25/MB	\$38.28
132-53	5,000+ Customer's Total Active Corporate-Liable Connection Cards in Service under this Contract on an Unlimited*** Connection Card plan. - Domestic Data Services limitation in Gigabytes ("GB") - Unlimited***, Overage charge for additional Domestic Data Services usage above plan limit - Not Applicable, Domestic Data Roaming limitation in Megabytes ("MB") - 300MB, Overage charge for additional Domestic data Roaming usage above plan limit - \$0.25/MB	\$35.25

Note 1 - 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.

Note 2 - MRC is net of all discounts. Customer's Service Pricing Discount is not applicable. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 4G Network, the Sprint Mobile Broadband Network or the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint Mobile Broadband Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

Note 3 - 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.

Note 4 - Roaming is not available on the Sprint 4G Network at this time.

Note 5 - Pricing is the same whether Corporate-Liable Active Units use the Sprint 4G Network, the Sprint Mobile Broadband Network or the Nationwide Sprint Network.

Note 6 - Voice calls are not permitted and Premium Services content is not available with this Business Plan.

Note 7 - Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

Note 8 - 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, Customer exceeds 5 GB/month in total, or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting;

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

Note 9 - To receive the pricing above, Customer's Corporate-Liable Active Unit Sprint Connection Card Commitment Level is 1-2,499 connection card activations. If Customer's total number of Corporate-Liable Active Unit Sprint connection cards in Service exceeds this level, Customer may request a move to the next Net MRC tier. Upon request and verification, Sprint will adjust Customer's Net MRC in the next available billing cycle. Sprint will not issue any retroactive credits when moving Customer to a higher tier. If at any time Customer's active Corporate-Liable connection cards in Service do not meet that NET MRC tier's Commitment Level, Sprint may move Customer to the applicable Net MRC tier they are eligible for.

Note 10 - Services must be activated on a compatible connection card eligible for this plan and approved by Sprint.

***Not to exceed 5 GB.

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
	CDMA - Unlimited*** Domestic 3G/4G LTE Connection Card Plan - For Laptop use only, may not be used for video surveillance or student applications	
132-53	1-4,999 Customer's Total Active Corporate-Liable Connection Cards in Service under this Contract on an Unlimited*** Connection Card plan. - 3G/4G LTE Domestic Data Services limitation in Gigabytes ("GB") - Unlimited***, Overage charge for additional Domestic Data Services usage above plan limit - Not Applicable, Domestic Data Roaming limitation in Megabytes ("MB") - 300MB, Overage charge for additional Domestic data Roaming usage above plan limit - \$0.25/MB	\$38.28
132-53	5,000+ Customer's Total Active Corporate-Liable Connection Cards in Service under this Contract on an Unlimited*** Connection Card plan. - 3G/4G LTE Domestic Data Services limitation in Gigabytes ("GB") - Unlimited***, Overage charge for additional Domestic Data Services usage above plan limit - Not Applicable, Domestic Data Roaming limitation in Megabytes ("MB") - 300MB, Overage charge for additional Domestic data Roaming usage above plan limit - \$0.25/MB	\$35.25

Note 1 - The 3G/4G LTE Connection Card Plan provides both EVDO (using CDMA technology) and Sprint 4G LTE data functionality in certain coverage areas of the United States. Sprint 4G LTE 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.

Note 2 - MRC is net of all discounts. Customer's Service Pricing Discount is not applicable. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 4G Network, the Sprint Mobile Broadband Network or the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint Mobile Broadband Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

Note 3 - The 3G/4G LTE Connection Card Plan includes unlimited data usage on the Sprint 4G LTE 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 LTE 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 LTE Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

Note 4 - Roaming is not available on the Sprint 4G LTE Network at this time.

Note 5 - Pricing is the same whether Corporate-Liable Active Units use the Sprint 4G LTE Network, the Sprint Mobile Broadband Network or the Nationwide Sprint Network.

Note 6 - Voice calls are not permitted and Premium Services content is not available with this Business Plan.

Note 7 - Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

Note 8 - 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, Customer exceeds 5 GB/month in total, or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G LTE 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 LTE Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) 5 GB/month in total, (ii) 300 MB/month while Roaming, or (iii) a majority of kilobytes while Roaming; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

Note 9 - To receive the pricing above, Customer's Corporate-Liable Active Unit Sprint Connection Card Commitment Level is 1-4,999 connection card activations. If Customer's total number of Corporate-Liable Active Unit Sprint connection cards in Service exceeds this level, Customer may request a move to the next Net MRC tier. Upon request and verification, Sprint will adjust Customer's Net MRC in the next available billing cycle. Sprint will not issue any retroactive credits when moving Customer to a higher tier. If at any time Customer's active Corporate-Liable connection cards in Service do not meet that NET MRC tier's Commitment Level, Sprint may move Customer to the applicable Net MRC tier they are eligible for.

Note 10 - Services must be activated on a compatible connection card eligible for this plan and approved by Sprint.

***Not to exceed 5 GB of Acceptable Usage.

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
CDMA - DOMESTIC 3G TABLET PLAN		
132-53	CDMA - 3G Tablet Plan 2 GB Data Service Plan. Overage charges for additional data Usage over 2 GB is \$0.05 per MB, Data Roaming Limitation is 100MB, overage charges for additional data Roaming usage above 100 MB is \$0.25 per MB. Plan includes Unlimited Domestic Messaging.	\$29.99
132-53	CDMA - 3G Tablet Plan 5 GB Data Service Plan. Overage charges for additional data Usage over 5 GB is \$0.05 per MB, Data Roaming Limitation is 300MB. Overage charges for additional data Roaming usage above 100 MB is \$0.25 per MB. Plan includes Unlimited Domestic Messaging.	\$59.99
CDMA - CUSTOM DOMESTIC 3G TABLET PLAN		
132-53	1-2,499 Customer's Total Active Corporate-Liable Tablets in Service under this Contract on a Tablet plan. - Domestic Data Services limitation in Gigabytes ("GB") - 5GB, Overage charge for additional Domestic data Services usage above plan limit - \$0.03/MB, Domestic Data Roaming limitation in Megabytes ("MB") - 300MB, Overage charge for additional Domestic data Roaming usage above plan limit - \$0.25/MB, Domestic Messaging - 0 included/Overage \$.20 per message	\$47.36
132-53	2,500 - 4,999 Customer's Total Active Corporate-Liable Tablets in Service under this Contract on a Tablet plan. - Domestic Data Services limitation in Gigabytes ("GB") - 5GB, Overage charge for additional Domestic data Services usage above plan limit - \$0.03/MB, Domestic Data Roaming limitation in Megabytes ("MB") - 300MB, Overage charge for additional Domestic data Roaming usage above plan limit - \$0.25/MB, Domestic Messaging - 0 included/Overage \$.20 per message	\$38.28
132-53	5,000+ Customer's Total Active Corporate-Liable Tablets in Service under this Contract on a Tablet plan. - Domestic Data Services limitation in Gigabytes ("GB") - 5GB, Overage charge for additional Domestic data Services usage above plan limit - \$0.03/MB, Domestic Data Roaming limitation in Megabytes ("MB") - 300MB, Overage charge for additional Domestic data Roaming usage above plan limit - \$0.25/MB, Domestic Messaging - 0 included/Overage \$.20 per message	\$35.25

Note 1 - MRC is net of all discounts. Customer's Service Pricing Discount is not applicable. If Customer's data usage in a given month exceeds the plan limits set forth in the table above (5GB/300MB), then Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both data services overage charges and data Roaming overage charges if Customer's usage in a given month exceeds both plan limits in the table above (5GB/300MB).

Note 2 - All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data device. Where the Sprint 3G Network is available and an EVDO-compatible data device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.

Note 3 - Sprint reserves the right to limit throughput speeds or the amount of data transferred, and to deny, terminate, modify, disconnect or suspend wireless data Service on the Sprint 3G Network and the Nationwide Sprint Network, for Customer's Wireless Data Connection Devices with data usage exceeding the plan limits in the table above (2GB/100MB or 5GB/300MB).

Note 4 - Domestic Messaging includes text, picture, and video messages. Additional charges apply for international messaging.

Note 5 - Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex and are incorporated into this Agreement.

Note 6 - Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.

Note 7 - No additional subsidies or promotions may be used in conjunction with the plan above (i.e. port in credits, discretionary credits, etc.).

Note 8 - To receive the pricing above, Customer's Corporate-Liable Active Unit Sprint Tablet Commitment Level is 1-2,499 Tablet activations. If Customer's total number of Corporate-Liable Active Unit Sprint Tablets in Service exceeds this level, Customer may request a move to the next Net MRC tier. Upon request and verification, Sprint will adjust Customer's Net MRC in the next available billing cycle. Sprint will not issue any retroactive credits when moving Customer to a higher tier. If at any time Customer's active Corporate-Liable Tablets in Service do not meet that NET MRC tier's Commitment Level, Sprint may move Customer to the applicable Net MRC tier they are eligible for.

Note 9 - Units are NOT eligible for stand-by plan.

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
CDMA - CUSTOM DOMESTIC 3G/4G TABLET PLANS		
132-53	1-2,499 Customer's Total Active Corporate-Liable 3G/4G Tablets in Service under this Contract on this specific plan. - Domestic 3G/4G combined Data Services limitation in Gigabytes ("GB") - 5GB, Overage charge for additional 3G or 4G Domestic data Services usage above combined 3G/4G plan limit - \$0.03/MB, Domestic 3G Data Roaming limitation in Megabytes ("MB") - 300MB, Overage charge for additional Domestic 3G Data Roaming usage above plan limit - \$0.25/MB, Domestic 4G Data Roaming limitation in Megabytes ("MB") - Not Available, Overage charge for additional 4G Domestic data Roaming usage above plan limit - Not Applicable, Domestic Messaging - 0 included/Overage \$.20 per message	\$47.36
132-53	2,500 - 4,999 Customer's Total Active Corporate-Liable 3G/4G Tablets in Service under this Contract on this specific plan. - Domestic 3G/4G combined Data Services limitation in Gigabytes ("GB") - 5GB, Overage charge for additional 3G or 4G Domestic data Services usage above combined 3G/4G plan limit - \$0.03/MB, Domestic 3G Data Roaming limitation in Megabytes ("MB") - 300MB, Overage charge for additional Domestic 3G Data Roaming usage above plan limit - \$0.25/MB, Domestic 4G Data Roaming limitation in Megabytes ("MB") - Not Available, Overage charge for additional 4G Domestic data Roaming usage above plan limit - Not Applicable, Domestic Messaging - 0 included/Overage \$.20 per message	\$38.28
132-53	5,000+ Customer's Total Active Corporate-Liable 3G/4G Tablets in Service under this Contract on this specific plan. - Domestic 3G/4G combined Data Services limitation in Gigabytes ("GB") - 5GB, Overage charge for additional 3G or 4G Domestic data Services usage above combined 3G/4G plan limit - \$0.03/MB, Domestic 3G Data Roaming limitation in Megabytes ("MB") - 300MB, Overage charge for additional Domestic 3G Data Roaming usage above plan limit - \$0.25/MB, Domestic 4G Data Roaming limitation in Megabytes ("MB") - Not Available, Overage charge for additional 4G Domestic data Roaming usage above plan limit - Not Applicable, Domestic Messaging - 0 included/Overage \$.20 per message	\$35.25

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

Note 2 - If Customer's data usage on the Sprint 4G Network, 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.

Note 3 - data usage on the Sprint 4G Network if using a 4G capable device.

Note 4 - 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.

Note 5 - Domestic Roaming is not available on the Sprint 4G Network at this time.

Note 6 - Domestic Messaging includes text, picture, and video messages. Additional charges apply for international messaging.

Note 7 - 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 Domestic Roaming for a plan equal to or greater than 5GB/month in total or 100 MB/month while Domestic Roaming for a plan less than 5 GB/month in total, or (iii) a majority of kilobytes while Domestic Roaming; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

Note 8 - Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex and are incorporated into this Agreement.

Note 9 - Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.

Note 10 - Units are NOT eligible for stand-by plan.

Note 11 - To receive the pricing above, Customer's Corporate-Liable Active Unit Sprint Tablet Commitment Level is 1-2,499 Tablet activations. If Customer's total number of Corporate-Liable Active Unit Sprint Tablets in Service exceeds this level, Customer may request a move to the next Net MRC tier. Upon request and verification, Sprint will adjust Customer's Net MRC in the next available billing cycle. Sprint will not issue any retroactive credits when moving Customer to a higher tier. If at any time Customer's active Corporate-Liable Tablets in Service do not meet that NET MRC tier's Commitment Level, Sprint may move Customer to the applicable Net MRC tier they are eligible for.

Note 12 - No additional subsidies or promotions may be used in conjunction with the plan above (i.e. port in credits, discretionary credits, etc.).

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
	CDMA - Custom Domestic 3G/4G LTE Tablet Plan	
132-53	1-4,999 Customer's Total Active Corporate-Liable Tablets in Service under this Contract on a Tablet plan. - Domestic 3G/4G LTE combined Data Services limitation in Gigabytes ("GB") - Unlimited***, Overage charge for additional 3G or 4G LTE Domestic data Services usage above combined 3G/4G LTE plan limit - Not Applicable, Domestic 3G Data Roaming limitation in Megabytes ("MB") - 300MB, Overage charge for additional Domestic 3G Data Roaming usage above plan limit - \$0.25/MB, Domestic 4G LTE Data Roaming limitation in Megabytes ("MB") - Not Available, Overage charge for additional 4G Domestic data Roaming usage above plan limit - Not Applicable, Domestic Messaging - 0 included/Overage \$.20 per message	\$38.28
132-53	5,000+ Customer's Total Active Corporate-Liable Tablets in Service under this Contract on a Tablet plan. - Domestic 3G/4G LTE combined Data Services limitation in Gigabytes ("GB") - Unlimited***, Overage charge for additional 3G or 4G LTE Domestic data Services usage above combined 3G/4G LTE plan limit - Not Applicable, Domestic 3G Data Roaming limitation in Megabytes ("MB") - 300MB, Overage charge for additional Domestic 3G Data Roaming usage above plan limit - \$0.25/MB, Domestic 4G LTE Data Roaming limitation in Megabytes ("MB") - Not Available, Overage charge for additional 4G Domestic data Roaming usage above plan limit - Not Applicable, Domestic Messaging - 0 included/Overage \$.20 per message	\$35.25

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

Note 2 - If Customer's data usage on the Sprint 4G LTE Network, 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.

Note 3 - data usage on the Sprint 4G LTE Network if using a 4G LTE capable device.

Note 4 - All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 4G LTE 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.

Note 5 - Domestic Roaming is not available on the Sprint 4G LTE Network at this time.

Note 6 - Domestic Messaging includes text, picture, and video messages. Additional charges apply for international messaging.

Note 7 - 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 LTE 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 Domestic Roaming for a plan equal to or greater than 5GB/month in total or 100 MB/month while Domestic Roaming for a plan less than 5 GB/month in total, or (iii) a majority of kilobytes while Domestic Roaming; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

Note 8 - Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex and are incorporated into this Agreement.

Note 9 - Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.

Note 10 - Units are NOT eligible for stand by plan.

Note 11 - To receive the pricing above, Customer's Corporate-Liable Active Unit Sprint Tablet Commitment Level is 1-4,999 Tablet activations. If Customer's total number of Corporate-Liable Active Unit Sprint Tablets in Service exceeds this level, Customer may request a move to the next Net MRC tier. Upon request and verification, Sprint will adjust Customer's Net MRC in the next available billing cycle. Sprint will not issue any retroactive credits when moving Customer to a higher tier. If at any time Customer's active Corporate-Liable Tablets in Service do not meet that NET MRC tier's Commitment Level, Sprint may move Customer to the applicable Net MRC tier they are eligible for.

Note 12 - No additional subsidies or promotions may be used in conjunction with the plan above (i.e. port in credits, discretionary credits, etc.).

***Not to exceed 5 GB of Acceptable Usage.

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
3G/4G EMBEDDED NETBOOK/NOTEBOOK CONNECTION PLAN		
132-53	CDMA - 3G/4G Embedded Connection Plan Premium Services for NetBook and Notebook Computers. Overage charges for additional data Usage over 5 GB is \$0.05 per MB, additional data Roaming usage above 300 MB is \$0.25 per MB	\$47.99

Note 1 - 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.

Note 2 - The 3G/4G Embedded Connection Plan includes unlimited data usage on the Sprint 4G Network and up to 5 GB/month aggregate data usage on the Sprint 3G Network and the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

Note 3 - Monthly Recurring Charges are net of all discounts. If Customer's data usage on the Sprint 3G Network and the Nationwide Sprint Network in a given month exceeds 5 GB in total, or 300 MB while Roaming, Customer will be liable for the overage charges set forth as noted above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds both 5 GB in total and 300 MB while Roaming.

Note 4 - Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) 5 GB/month in total, (ii) 300 MB/month while Roaming, or (iii) a majority of kilobytes while Roaming; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

Note 5 - Roaming is not available on the Sprint 4G Network at this time.

Note 6 - Premium Services content is not available with this Business Plan.

Note 7 - Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex and are incorporated into this Agreement.

Note 8 - Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
	CUSTOM DOMESTIC FEDERAL PLANS	
	CDMA Domestic Federal Flat Rate Business Plan	
132-53	Domestic Anytime Minutes - 0 (zero), Per-Minute Rate for All Voice Minutes Used including Anytime Minutes, Nights & Weekends starting at 9PM, Nationwide Long Distance, Domestic Roaming, Domestic Roaming Long Distance and Sprint Mobile-to-Mobile - \$0.25, Per Minute Rate for Domestic Direct Connect® and Group Connect - \$0.25, Domestic Messaging - \$0.20 per Message. Includes Domestic Caller ID and Voice Mail and Domestic Sprint Mobile to Mobile.	\$12.09
	Note 1 - MRC is net of all discounts. Sprint will charge Customer an MRC and a flat rate per-minute charge for each minute used on a Corporate-Liable Active Unit Sprint device. There are no included plan minutes.	
	Note 2 - Direct Connect and Group Connect are available on select devices. Additional features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.	
	Note 3 - Customer may not combine certain voice plan add-ons, including Sprint Mobile-to-Mobile, Sprint to AudioConferencing, Shared Minutes, with this plan.	
	Note 4 - Roaming. Domestic Roaming and Domestic Voice Roaming Long Distance will be charged at the per-minute rate stated above.	
	Note 5 - Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.	
	Note 6 - Additional charges apply for international service.	
	CDMA Domestic Federal Business Essentials Voice & Messaging Bundled Plans	
132-53	Anytime Minutes - 100 , Anytime Minutes Overage - \$0.40/minute, Plan includes: Unlimited Nights and Weekends starting at 9PM, Shared Minutes, Unlimited Mobile to Mobile, Nationwide Long Distance, Caller ID and Voice Mail, Domestic Roaming, 300 Domestic Text Messages-Overage \$0.05 per message.	\$24.17
132-53	Anytime Minutes - 400 , Anytime Minutes Overage - \$0.40/minute, Plan includes: Unlimited Nights and Weekends starting at 9PM, Shared Minutes, Unlimited Mobile to Mobile, Nationwide Long Distance, Caller ID and Voice Mail, Domestic Roaming, 300 Domestic Text Messages-Overage \$0.05 per message.	\$28.20
132-53	Anytime Minutes - 900 , Anytime Minutes Overage - \$0.40/minute, Plan includes: Unlimited Nights and Weekends starting at 9PM, Shared Minutes, Unlimited Mobile to Mobile, Nationwide Long Distance, Caller ID and Voice Mail, Domestic Roaming, 300 Domestic Text Messages-Overage \$0.05 per message.	\$40.29
132-53	Anytime Minutes -Unlimited - Plan includes: Unlimited Nights and Weekends starting at 9PM, Unlimited Mobile to Mobile, Nationwide Long Distance, Caller ID and Voice Mail, Domestic Roaming. Unlimited Domestic Text Messages.	\$61.65
	Note 1 – MRC is net of all discounts. Domestic Messaging includes 2-way and/or PictureMail based on device capability. Additional charges apply for international messaging.	
	Note 2 - Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.	
	Note 3 - Additional charges apply for international service.	
	Note 4 - Sprint Direct Connect® and Group Connect are available on select devices at an additional charge. Additional Direct Connect features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.	
	Note 5 - The CDMA Domestic Federal Business Essentials Voice & Messaging Bundled Plans specifically outlined above that include Shared Minutes only Share minutes with themselves and the other CDMA Domestic Federal Business Essentials Voice & Messaging Bundled Plans. These plans do NOT share with any other plans.	
	CDMA Domestic Federal Voice Add-On Plans – Exclusively for use with the CDMA Domestic Federal Business Essentials Voice & Messaging Bundled Plans Only	
	Voice Plan Add-Ons	
132-53	Direct Connect® and Group Connect® Voice Add On Plan- Available on select devices. Additional Direct Connect features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.	\$2.02
132-53	Unlimited Domestic Messaging Add on Plan - includes text, picture, and video messages.	\$7.05

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
	Data Plan Add-ons Descriptions	
132-53	Domestic Blackberry Data Add-On - Unlimited for acceptable use - Domestic Data with email solution, Data Roaming - \$0.002/kb	\$23.17
132-53	Domestic Email and Web Browsing Data Add-On – Unlimited for acceptable use – Domestic Data with email solution, Data Roaming - \$0.002/kb	\$23.17
132-53	5GB Domestic Sprint Mobile Hotspot Add-On - Domestic data Overage - \$0.05/MB, plan includes 300 MB Domestic Roaming, Domestic Roaming Overage - \$0.25/MB	\$18.13
132-53	Domestic Tethering Add-On - Only available on non-hotspot capable devices	\$7.05
132-53	Unlimited Domestic Data Roaming - Add-On Provides unlimited domestic data roaming	\$3.02
132-53	Casual Metered Usage Per MB Add-On Plan includes 0MB Domestic Data with 0MB Domestic Roaming limitation	\$2.02
132-53	50MB Domestic Federal Data Add-On Plan FOR FEATURE PHONES ONLY. Includes 50MB Domestic Data with 5MB Domestic Roaming limitation, Overage - \$0.05/MB Domestic Data, Ovg.; \$0.25/MB Domestic Roaming Ovg. Plan Pools only with other 50MB Feature Phone plans. (May only be used with the CDMA Domestic Federal Business Essentials Voice & Messaging Bundled Plans)	\$6.55
132-53	50MB Pooled Domestic Federal Data Add-On Plan Includes 50MB Domestic Data with 5MB Domestic Roaming limitation, Overage - \$0.05/MB Domestic Data, Ovg.; \$0.25/MB Domestic Roaming Ovg. Plan Pools only with other 50MB Feature Phone plans. (May only be used with the CDMA Domestic Federal Business Essentials Voice & Messaging Bundled Plans)	\$18.13
132-53	500MB Pooled Domestic Federal Data Add-On Plan includes 500MB Domestic Data with 50MB Domestic Roaming limitation, Overage - \$0.05/MB Domestic Data Ovg.; \$0.25/MB Domestic Roaming Ovg. (Not available for PDA Devices) (May only be used with the CDMA Domestic Federal Business Essentials Voice & Messaging Bundled Plans)	\$22.16
132-53	5GB Pooled Domestic Federal Data Add-On Plan includes 5GB Domestic Data with 100MB Domestic Roaming limitation, Overage - \$0.05/MB Domestic Data Ovg.; \$0.25/MB Domestic Roaming Ovg. (Not available for PDA Devices) (May only be used with the CDMA Domestic Federal Business Essentials Voice & Messaging Bundled Plans)	\$46.34
132-53	Good™ for Enterprise Add-On	\$6.05

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

Note 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.

Note 3 - 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 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

Note 4 - The included email solution in the data plan listed above, varies by device. Please review product specifications for details.

Note 5 - The 3G/4G Mobile Hotspot Connection Plans includes data usage up to the plan's Data Services limitation on the Sprint 4G Network, 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.

Note 6 - Roaming is not available on the Sprint 4G Network at this time.

Note 7 - 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.

Note 8 - The Good™ For Enterprise add-on may only be purchased in conjunction with an eligible Unlimited Domestic Data Email and web browsing add-on outlined above. Good™ For Enterprise can only be activated on select devices.

Note 9 - The Sprint Worldwide Plan or The Sprint Worldwide Data Plan gives Customer wireless data roaming access with CDMA technology in certain coverage areas of Canada and Mexico. Certain Sprint 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 Sprint device. Customer may contact its Sprint Account Representative or visit www.sprint.com/internationalroaming for current coverage areas and eligible wireless devices. The Sprint Worldwide Plan is only available to Customer Lines domiciled in the United States and may not be purchased in conjunction with Domestic Phone as Modem (PAM)/tethered or Domestic Mobile Hotspot. Plans can only be activated on capable devices. Certain services are not available on all Sprint devices. Customer may contact its Sprint Account Representative or visit www.Sprint.com for more information.

Note 10 - Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
	CDMA - Custom Domestic Federal 3G & 3G/4G Connection Card Plan - For Laptop use only, may not be used for video surveillance or student applications	
132-53	Domestic 3G & 3G/4G Data Services limitation in Megabytes (MB) - 50 MB, Overage charge for additional Domestic Data Services usage above the plan limit - \$0.02/MB, Domestic Data Roaming limitation in Megabytes (MB) - 5 MB, Overage charge for additional Domestic Data Roaming usage above plan limit - \$0.25/MB, Domestic Data Pooling included.	\$23.16
132-53	Domestic 3G & 3G/4G Data Services limitation in Megabytes (MB) - 500 MB, Overage charge for additional Domestic Data Services usage above the plan limit - \$0.02/MB, Domestic Data Roaming limitation in Megabytes (MB) - 50 MB, Overage charge for additional Domestic Data Roaming usage above plan limit - \$0.25/MB, Domestic Data Pooling included.	\$38.28
132-53	Domestic 3G & 3G/4G Data Services limitation in Gigabytes (GB) - 5 GB, Overage charge for additional Domestic Data Services usage above the plan limit - \$0.02/MB, Domestic Data Roaming limitation in Megabytes (MB) - 300 MB, Overage charge for additional Domestic Data Roaming usage above plan limit - \$0.25/MB, Domestic Data Pooling included.	\$80.59

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

Note 2 - The 3G and 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.

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

Note 4 - Data Pooling. Data usage will be pooled among MBB Devices with the same plan size and billing account number (each a "Pooling Group") for the plans specifically outlined above only.

Note 5 - The 3G and 3G/4G Connection Card Plan includes 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.

Note 6 - Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

Note 7 - Roaming is not available on the Sprint 4G Network at this time.

Note 8 - Premium Services content is not available with this Business Plan

Note 9 - Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines;

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

Note 10 - Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
	Wireless Priority Services	
132-53	Service Initiation Fee	\$0.00
132-53	Monthly Recurring Charges	\$0.00
132-53	Per Minute Usage Charge	\$0.75

Note 1 - WPS will be Sprint billed and seen on a monthly invoice. Managed by the National Communications System (NCS), which is part of the Department of Homeland Security, WPS gives government-approved national security and emergency preparedness personnel priority access to cellular networks during emergencies.

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
COVERAGE ENHANCEMENT PLANS		
AIRRAVE SERVICE PLANS		
132-53	AIRAVE Coverage Only (Mandatory) - The AIRAVE is available only within Sprint markets. Before selling the device, please refer to the Zip Code Lookup Tool at www.sprint.com/airavezip to ensure a customer's zip code is eligible for the AIRAVE.	\$3.77
132-53	AIRAVE Single Line Unlimited (optional) - The AIRAVE is available only within Sprint markets. Before selling the device, please refer to the Zip Code Lookup Tool at www.sprint.com/airavezip to ensure a customer's zip code is eligible for the AIRAVE.	\$7.56
132-53	AIRAVE: Multi Line Unlimited (optional) - The AIRAVE is available only within Sprint markets. Before selling the device, please refer to the Zip Code Lookup Tool at www.sprint.com/airavezip to ensure a customer's zip code is eligible for the AIRAVE.	\$15.11

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
	MOBILE APPLICATION SOLUTIONS	
	ACTSOFT COMET TRACKER	
132-53	<p>Advanced Wireless Forms - CDMA only With Advanced Wireless Forms, you can build a wireless version of your paper forms and take it on the road using something your organization already has: wireless phones. Build simple or sophisticated electronic forms that include: Decision Logic, Text instructions, Multiple Choice, Multiple Selection, Barcode Scanning, Yes/No or True/False Fields, Drop-Down List, Signature Capture, Image Capture. You can transmit form data from the field back to the office, instantly and accurately so that you can review, sort, export, print your data in easy to read formats. Data access plan required. One time \$20 set up fee required.</p>	\$10.08
132-53	<p>Actsoft Comet Tracker - CDMA only Comet Tracker is a robust, highly effective GPS-based business management solution. It is a client based system with web access, so Comet Tracker can live behind a client's firewall for extra customization and additional security. Comet Tracker automates nearly every part of the work flow. It allows clients to increase route efficiency using live tracking and mapping, eliminate unauthorized vehicle use, encourage safe driving techniques, be alerted when "stop times" are exceeded, clock-in/out from the field, reduce excessive overtime and paperwork, improve response times by locating closest vehicle, "Drag-n-Drop" dispatch jobs immediately to any employee, geofence specific areas – with customized polygons up to 30 points, be alerted when drivers speed, transmit photos from the field, capture signatures and transmit immediately, and monitor and limit engine idling. The options also available to see clear detail on satellite maps, generate scheduled or on-demand reports, provide a Panic Button for emergency situations, and manage inventory with wireless speed and accuracy. Data access plan is required. One time \$20 set up fee is required.</p>	\$12.85
132-53	<p>Comet Mobile Worker - CDMA only Add-on module to Comet Tracker to have the whole package, including: invoicing, job costing, and inventory management. It provides everything Comet Tracker offers, plus additional features that allow for total workflow automation: On-the-spot invoicing, immediate electronic data transfer, work order sequencing for routing efficiency, the ability to schedule recurring work orders, create and keep worker profiles (to identify Specialties, Licenses, Skill Sets, etc), and view assigned and scheduled work for all employees on one calendar. Actsoft Comet Tracker required.</p>	\$12.85
132-53	<p>Advanced Forms Module - CDMA only If you already own Comet Tracker, you can simply add this module to your subscription to gain access to all of the Advanced Wireless Forms capability. Actsoft Comet Tracker required.</p>	\$5.29
132-53	<p>Actsoft Comet Tracker Lite - CDMA only The solution does not require software on the handset, but rather uses the Comet Tracker backend system to request GPS info for the device as long as the phone is on. The solution provides simple GPS tracking with an array of features including: 6 location queries per hour, near live tracking and mapping, geofencing capability, and individual or group history reports.. Data Access Plan is not required. One time \$20 set up fee is required.</p>	\$15.07

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
TELENAV TRACK PRODUCTS		
132-53	TeleNav GPS Navigator - Unlimited routes of phone-based visual and audible turn-by-turn driving directions. Must have JAVA and GPS enabled phone. Please see www.sprint.com/navigation for Sprint and PowerSource Phones for handset initiated GPS.	\$7.56
132-53	TeleNav Track Lite - TeleNav Track LITE allows customers to locate and monitor mobile workers using network-based tracking TeleNav Track LITE does not require an application on the handset, making it easy to deploy and compatible with a wide range of handsets and devices. TeleNav Track LITE includes voice timesheets and geo-fence timesheets, but does not support certain features of TeleNav Track such as job dispatching, wireless forms and GPS navigation. Unlimited routes, requires the purchase of a Data Access Plan or Data Pack. A one-time set up fee of \$24.99 will be charged per phone.	\$17.37
TeleNav Track- application for certain Sprint GPS-enabled devices contains all features of TeleNav Lite plus additional Features		
132-53	TeleNav Track Standard - TeleNav Track Standard allows customers to locate and monitor mobile workers, reporting location as frequently as 1 per minute. TeleNav Track Standard also provides customizable maps for administrators, geofencing and wireless timecards, speeding and stop alerts, messaging and remote start. TeleNav Track Standard requires a Java application and GPS on the device. TeleNav Track Standard does not support certain features of TeleNav Track such as job dispatching, wireless forms and GPS navigation. A one-time set up fee of \$24.99 will be charged per phone.	\$11.33
132-53	TeleNav Track Premium - TeleNav Track Premium allows customers to locate and monitor mobile workers, reporting location as frequently as 1 per minute. TeleNav Track Premium also provides customizable maps for administrators, geofencing, wireless timecards, two-way messaging, mileage tracking, job dispatch and management, wireless forms, hot key alert and GPS navigation. TeleNav Track Premium requires a Java application and GPS on the device. A one-time set up fee of \$24.99 will be charged per phone.	\$21.15
132-53	TeleNav Fleet Module - TeleNav Fleet Navigation adds truck-specific navigation using the most up-to-date road network information including support for 18-wheelers. TeleNav Fleet is an add on to Telenav Track Premium and is compatible only with iDEN devices. Unlimited routes, requires the purchase of a Data Access Plan or Data Pack.	\$7.56
132-53	TeleNav Route Optimizer Module - TeleNav Route Optimization integrates route management features into TeleNav Track Premium that allows customers to optimize multi-stop routes or delivery schedules and is fully integrated into the dispatch and scheduling functions. Route Optimization is an add-on to TeleNav Track Premium.	\$18.88
132-53	TeleNav Asset/VehicleTracker - TeleNav Asset Tracker provides an effective and inexpensive way to track and locate high value, mobile assets. With Vehicle Tracker, professionally installed GPS modems provide accurate location info along with important details like speed, prolonged stops and more. A one-time set up fee of \$24.99 will be charged per phone. NOTE: Asset Tracker Requires Sprint \$11 Asset Tracking Data Plan and purchase of AnyData ATG-100D device direct from AnyData. Vehicle Tracker requires data access plan, \$3 Public IP and hardware directly purchased from GoMRM.	\$16.62

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
XORA PRODUCTS		
132-53	XoraTimeTrack Gold, NRC \$24.99/unit, data plan required. Xora GPS TimeTrack is an application that combines employee time, work order management, location tracking and barcode scanning capabilities through mobile devices. The solution includes advanced workflow capabilities, configurable forms and pictures.	\$15.11
132-53	Xora In-Vehicle HM, NRC \$24.99/unit, data plan required. Xora In-Vehicle is an application that enables tracking location of vehicles equipped with a BlackBox hard-mounted in the vehicle. An internet-connected PC enables managers to sign-up gain visibility into location of the vehicles and reporting related to the vehicles. Benefits include real-time visibility into vehicle locations, mileage and other significant productivity improvements and increased customer satisfaction	\$15.11
132-53	Xora In-Vehicle DL, NRC \$24.99/unit, 10MB data plan included. Xora In-Vehicle is an application that enables tracking location of vehicles equipped with a easily installed/removed unit that plugs into the OBD port of the vehicle. An internet-connected PC enables managers to sign-up gain visibility into location of the vehicles and reporting related to the vehicles. Benefits include real-time visibility into vehicle locations, mileage and other significant productivity improvements and increased customer satisfaction. This application includes 10MB of data usage within a month.	\$22.66
132-53	Xora In-Vehicle DL, NRC \$24.99/unit, 20MB data plan included. Xora In-Vehicle is an application that enables tracking location of vehicles equipped with a easily installed/removed unit that plugs into the OBD port of the vehicle. An internet-connected PC enables managers to sign-up gain visibility into location of the vehicles and reporting related to the vehicles. Benefits include real-time visibility into vehicle locations, mileage and other significant productivity improvements and increased customer satisfaction. This application includes 20MB of data usage within a month.	\$24.17

MACHINE-TO-MACHINE SOLUTIONS		
SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
GEOTAB FLEET MANAGEMENT SOLUTION		
132-53	GEOTAB Basic- Location and Time Based Features. Solution Includes: 1) Track and Trace features including breadcrumb trail, geo-fencing, speed monitoring stop report and idle time with location, multiple map views, access to Geo Info Systems, exception and alert notification; 2) vehicle maintenance/safety alerts based on time and distance traveled; 3) Driver Behavior alerts for idling and speed only based on GPS; 4) MyGeotab, a cloud based fleet management software accessible from any location and a variety of devices. A Sprint CDMA 3G 5MB Data Access Plan is recommended and must be ordered with this plan.	\$14.55
132-53	GEOTAB Pro - Basic + Accelerometer & Engine Diagnostic Features. Solution Includes: 1) All features of Basic 2) Vehicle Diagnostics features such as breakdown notification, Power Take Off (PTO) data interpretation, diagnostic codes interpretation, J1939/J1708 interpretation, predictive maintenance, vehicle maintenance/safety alerts; 3) Driver Behavior features with audible alerts on behaviors such as hard braking, hard turns, gear usage, acceleration, coasting, swerving, driver safety scorecard. A Sprint CDMA 3G 5MB Data Access Plan is recommended and must be ordered with this plan.	\$18.89
132-53	GEOTAB Pro + HOS Pro + Hours of Service ("HOS"). Solution includes: 1) All features GEOTAB Pro integrated with Hours of Service (HOS) solution, 2) electronic capture of driver logs with manual entry by Driver on-duty and off-duty status. • Can be offered with either Garmin DEZL device and its accessories or with Geotab Drive using Android tablet and its accessories. • A Sprint CDMA 3G 5MB Data Access Plan is recommended and must be ordered with this plan for the GOs device. • A Sprint CDMA 3G 1GB RDEP Data Access Plan is recommended and must be ordered with this plan for the Android tablet.	\$21.16
132-53	GEOTAB GOS Device (Equipment is only available for purchase with one of the above service plans): GOS is a 3G CDMA OBD II Plug-and-Play device that is a small yet extremely powerful telematics measurement tool. GOS offers state of the art GPS technology with fast acquisition time, built-in accelerometer, expandability via input output expander (IOX) cables to integrate with other devices such as Garmin, engine and battery health assessments, and high quality recording (CAN-BUS). Using Geotab's patented tracking algorithm, it accurately recreates the vehicle's trips and analyzes incidents and stores in memory and has breakthrough accident detection and notification capability. Additional accessories available as Open Market.	\$60.44

Note 1 - Sprint 3G Data Access Plans for Business. Sprint Data Access Plans for Business provides access to the Sprint 3G Network and the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data M2M Device. When the Sprint 3G Network is available and an EVDO-compatible data M2M Device is used, the M2M Device will first attempt to connect to the Sprint 3G Network and then default to the Nationwide Sprint Network depending on coverage and network availability.

Note 2 - Purchase of Wireless Devices. Customer may purchase third party, non-Sprint branded wireless devices or equipment if priced in an agreement between Sprint and Customer.

Note 3 - ADDITIONAL BUSINESS PLANS AND SPECIAL OFFERS. Customer may select from the Sprint rate plans listed in this specific table only. Customer is not eligible for any promotional rate plans that Sprint may offer on a limited time basis or any Business Plan that is not specified in this Attachment. Unless specifically stated otherwise, activations on Machine-to-Machine Data Rate Plans are not eligible for service credits, or rebates,

Note 4 - THIRD PARTY AGENTS. Unless expressly stated otherwise, the pricing terms in this Attachment may not be available if an indirect sales agent is involved in the transaction.

Note 5 - ADDITIONAL TERMS / APPLICABILITY. Customer must comply with the Wireless Services Product Annex and the Machine-to-Machine Services Product Annex, which are incorporated into the Contract. Notwithstanding the foregoing, the sections of the Machine-to-Machine Services Product Annex entitled "INSURANCE" and "INDEMNIFICATION" will not be applicable to Customer.

Note 6 - 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.

Note 7 - BUNDLED SERVICE. Customer must only use, the M2M services solely in conjunction with an M2M Device as part of a bundled service offering along with other value added services used by Customer.

Note 8 - Sprint Data Access Plans for Business provide data transmission services via the Sprint 4G Network, the Sprint 3G Network, and/or the Nationwide Sprint Network depending on the M2M Device and plan purchased.

Note 9 - Usage limitations, including roaming usage limitations, and other data usage restrictions or limitations as set forth in the Wireless Services Product Annex (as applicable) apply.

Note 10 - Data Pooling. Data usage will be pooled among M2M Devices with the same plan type, with the same plan size, on the same Sprint network, and with the same billing account number (each a "Pooling Group").

Note 11 - Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
WIRELESS DATA ACCESS PLANS		
CDMA - Custom Sprint Domestic 3G Data Access Plans for Business (Machine-to-Machine Data)		
132-53	Sprint Data Access Plan - 5GB - \$0.0003 / KB Overage. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router.	\$61.46
132-53	Sprint Data Access Plan - 2GB - \$0.0003 / KB Overage. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router. For Non-Data Link or Data Link customers, with simple Data Link Connectivity via IPVPN, MPLS or Sprint Link Frame Relay (SLFR).	\$38.29
132-53	Sprint Data Access Plan - 1GB - \$0.0003 / KB Overage. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router. For Non-Data Link or Data Link customers, with simple Data Link Connectivity via IPVPN, MPLS or Sprint Link Frame Relay (SLFR).	\$30.23
132-53	Sprint Data Access Plan - 500MB - \$0.0003 / KB Overage. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router. For Non-Data Link or Data Link customers, with simple Data Link Connectivity via IPVPN, MPLS or Sprint Link Frame Relay (SLFR).	\$25.19
132-53	Sprint Data Access Plan - 100MB - \$0.0003 / KB Overage. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router. For Non-Data Link or Data Link customers, with simple Data Link Connectivity via IPVPN, MPLS or Sprint Link Frame Relay (SLFR).	\$22.17
132-53	Sprint Data Access Plan - 50MB - \$0.0003 / KB Overage. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router.	\$19.14
132-53	Sprint Data Access Plan - 25MB - \$0.001 / KB Overage. The 25MB plan is the minimum plan that should be used in a wireless backup solution utilizing devices such as the Airlink Raven X, Cisco 3G HWIC or Digi ConnectPort router. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router.	\$16.12
132-53	Sprint Data Access Plan - 10MB - \$0.0003 / KB Overage. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router. For Non-Data Link or Data Link customers, with simple Data Link Connectivity via IPVPN, MPLS or Sprint Link Frame Relay (SLFR).	\$12.59
132-53	Sprint Data Access Plan - 5MB - \$0.003 / KB Overage. The 5MB plan is recommended for handheld devices expecting to use 3-5 MBs of data per month. It should not be used in a wireless backup solution because of the higher overage rate. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router.	\$11.08

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
132-53	Sprint Data Access Plan - 2MB - \$0.003 / KB Overage. The 2MB plan is recommended for handheld devices expecting to use 1-3 MBs of data per month. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermecc devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router.	\$7.76
132-53	Sprint Data Access Plan - 1MB - \$0.003 / KB Overage. The 1MB plan is recommended for handheld devices expecting to use 1-3 MBs of data per month. It should not be used in a wireless backup solution because of the higher overage rate. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermecc devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router.	\$6.21

Note 1 - Sprint 3G Data Access Plans for Business. Sprint Data Access Plans for Business provides access to the Sprint 3G Network and the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data M2M Device. When the Sprint 3G Network is available and an EVDO-compatible data M2M Device is used, the M2M Device will first attempt to connect to the Sprint 3G Network and then default to the Nationwide Sprint Network depending on coverage and network availability.

Note 2 - Purchase of Wireless Devices. Customer is responsible for making its own arrangements to purchase wireless devices from third parties. Alternatively, Customer may purchase third party, non-Sprint branded wireless devices or equipment if priced in an agreement between Sprint and Customer.

Note 3 - ADDITIONAL BUSINESS PLANS AND SPECIAL OFFERS. Customer may select from the Sprint rate plans listed in this specific table only. Customer is not eligible for any promotional rate plans that Sprint may offer on a limited time basis or any Business Plan that is not specified in this Attachment. Unless specifically stated otherwise, activations on Machine-to-Machine Data Rate Plans are not eligible for service credits, wireless device discounts, or rebates, and Machine-to-Machine Data Rate Plans may not be purchased in conjunction with Sprint promotions, contests, or discounts.

Note 4 - THIRD PARTY AGENTS. Unless expressly stated otherwise, the pricing terms in this Attachment may not be available if an indirect sales agent is involved in the transaction.

Note 5 - ADDITIONAL TERMS. Customer must comply with the Wireless Services Product Annex and the Machine-to-Machine Services Product Annex, which are incorporated into the Agreement as posted to the Rates and Conditions website as of the date Customer signs the Agreement.

Note 6 - 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 www.sprint.com/premiummessaging for details.

Note 7 - 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.

Note 8 - BUNDLED SERVICE. Customer must only use, market, and sell the M2M services solely in conjunction with an M2M Device as part of a bundled service offering along with other value added services used or sold by Customer.

Note 9 - Sprint Data Access Plans for Business provide data transmission services via the Sprint 4G Network, the Sprint 3G Network, and/or the Nationwide Sprint Network depending on the M2M Device and plan purchased.

Note 10 - Usage limitations, including roaming usage limitations, and other data usage restrictions or limitations as set forth in the Wireless Services Product Annex apply.

Note 11 - Data Pooling. Data usage will be pooled among M2M Devices with the same plan size and billing account number (each a "Pooling Group").

Refer to Standard Terms and Conditions for Communications Services (Page 82)

Refer to Sprint Machine-to-Machine Services Product Annex (Page 107)

CDMA DOMESTIC SPRINT DATA LINK		
	A. 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.	
	B. 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 below, Sprint will charge Customer a \$10 MRC premium for Sprint Data Link connectivity on 4G single-mode devices.	
132-53	SHRA/NAT Premium Add-On	\$7.56
	Note 1 - Sprint Hosted RADIUS Authentication (SHRA) – SHRA provides customers with a hosted username and password management solution for their wireless users/devices.	
	Note 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.	
	C. 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.	
	D. 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	
	E. 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.	
	CDMA - Domestic Sprint Static IP	
	SPRINT STATIC IP. In addition to a Sprint Data plan, Standard Public Static IP is available for an additional charge per IP address per month. Public Static IP is not available with Sprint Data Link. Static IP for 4G single mode devices is: \$3.00 per month for mobile devices and \$10.00 per month for fixed devices (i.e. desktop modem).	

*Refer to Standard Terms and Conditions for Communications Services (Page 82)
Refer to Sprint Data Link Product Annex (Page 114)*

SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
EMERGENCY RESPONSE TEAM GO-KIT™ PLANS		
132-53	ERT Go-Kit™: Monthly ERT Number Reservation Fee - At-The-Ready Plan, 24x7x365 Live Support Agency Hotline, Dedicated ERT Deployment Manager, customized phonebook programming, labeling and charging of your devices prior to shipping ERT Go-Kit (one time cost included). For additional information, review the EMERGENCY RESPONSE TEAM GO-KIT PRODUCT ANNEX.	\$6.25

Refer to Standard Terms and Conditions for Communications Services (Page 82)
Refer to Emergency Response Team GO-KIT Product Annex (Page 119)

SPRINT MOBILE INTEGRATION		
SIN	PRODUCT DESCRIPTION	MONTHLY GSA PRICE
132-53	Sprint Mobile Integration - Avaya - Sprint Mobile Integration with Avaya allows a business to extend the functionality of their premise-based Avaya Communications Manager to their mobile phones. SMI has a 50 user minimum and the customer must sign a supplement to their wireless services agreement. Requires a voice Business Essentials or Business Advantage Plan on a CDMA or PowerSource Phone. A Sprint data Plan or Sprint text messaging Plan is not required. May not be compatible with all bundled messaging and data plans. Sprint Convergence Design team must be engaged to confirm the prospective customer meets the criteria for Sprint Mobile Integration with Avaya.	\$4.95
132-53	Sprint Mobile Integration - Cisco - Sprint Mobile Integration with Cisco allows a business to extend the functionality of their premise-based Cisco Unified Communications Manager (CUCM) to their mobile phones. SMI has a 50 user minimum and the customer must sign a supplement to their wireless services agreement. Requires a voice Business Essentials or Business Advantage Plan on a CDMA or PowerSource Phone. A Sprint data Plan or Sprint text messaging Plan is not required. May not be compatible with all bundled messaging and data plans. Sprint Convergence Design team must be engaged to confirm the prospective customer meets the criteria for Sprint Mobile Integration with Cisco.	\$4.95
132-53	Sprint Mobile Integration - Tango - Sprint Mobile Integration with Tango allows a business to extend the functionality of their Tango certified PBX/Centrex to their mobile phones. SMI has a 50 user minimum and the customer must sign a supplement to their wireless services agreement. Requires a voice Business Essentials or Business Advantage Plan on a CDMA or PowerSource Phone. A Sprint data Plan or Sprint text messaging Plan is not required. May not be compatible with all bundled messaging and data plans. Sprint Convergence Design team must be engaged to confirm the prospective customer meets the criteria for Sprint Mobile Integration with Tango.	\$4.95

SPRINT MOBILE INTEGRATION

1. SPRINT MOBILE INTEGRATION

1.1. Required Elements. In order to use Sprint Mobile Integration, Customer must acquire the following elements (“Required Elements”), whether through the Agreement or through separate contractual arrangements:

- A. Sprint and PowerSource Phones.** Sprint Mobile Integration only operates on Sprint and Sprint Direct Connect® phones that are data capable. Sprint Mobile Integration is not available on non-Sprint phones.
- B. Business Plan.** Customer must activate and/or maintain an eligible Sprint voice Business Plan on the Nationwide Sprint Network. A Sprint data plan or Sprint text messaging plan is not required.
- C. Sprint Global MPLS VPN Service.** Customer must purchase and/or maintain Sprint Global MPLS VPN Service between Customer’s IP PBX location(s) and the Sprint Network. Customer also must implement “class of service” options to help ensure voice quality. Sprint offers Sprint Global MPLS VPN Service under the terms of the Sprint GSA Schedule and the Sprint Global MPLS VPN Product Annex as incorporated. Pricing for Sprint Global MPLS VPN Service will be set forth separately. If Customer has Sprint Global MPLS VPN Service at the time Customer places an Order for Sprint Mobile Integration, then within 90 days following the end of the Implementation Period (defined below), Customer must be using Sprint Global MPLS VPN with the border gateway protocol (“BGP”) or a static protocol. If Customer will be ordering Sprint Global MPLS VPN Service and Sprint Mobile Integration concurrently, Customer may not use Sprint Global MPLS VPN Service with any protocol other than BGP or a static protocol. In addition, for Tango Abrazo implementations, Customer must also purchase the Sprint Global MPLS VPN VAS Half Tunnel service to facilitate the connection between the Abrazo E hardware and the Abrazo C hardware.

- D. Cisco Unified Border Element.** Customer must provide a Cisco Unified Border Element (“CUBE”) if a CUBE is required by Customer’s Sprint Mobile Integration design. Sprint sells CUBEs under the terms of the Equipment Sales Product Annex as posted at www.sprint.com/ratesandconditions, and pricing for CUBEs purchased from Sprint will be set forth separately.
- E. Abrazo-E.** For Tango Abrazo implementations, Sprint sells the Abrazo-E pursuant to the terms and conditions of the Equipment Sales Product Annex as posted at www.sprint.com/ratesandconditions. Pricing for the Abrazo-E will be set forth separately. Customer’s use of the Abrazo-E is subject to acceptance of the Tango end user license presented to Customer before Customer may use the Abrazo-E. The end user license for use of the Abrazo-E is located at <http://www.box.net/shared/ullutjzbe> and is subject to change without prior notice to Customer.

1.2. Optional Sprint Products and Services

- A. Managed Network Services.** To help ensure voice quality, Customer may purchase Sprint Managed Network Services for all of Customer’s analog and digital gateway devices and CUBEs used with Sprint Mobile Integration. Sprint Managed Network Services provide installation, configuration, maintenance, and monitoring of the Sprint Mobile Integration-enabling equipment and related functions within Customer’s LAN. Sprint offers Sprint Managed Network Services under the terms of the Sprint Managed Network Services Product Annex as posted at www.sprint.com/ratesandconditions. If Customer purchases Sprint Managed Network Services, pricing for such Services will be set forth separately.
- B. Enhanced In-Building Coverage.** Customer may need to install enhanced in-building coverage in order for Sprint Mobile Integration to work effectively. Pricing for enhanced in-building coverage will be set forth in a separate agreement with Sprint.

1.3. Pricing and Fees

A. Minimum Commitment Fee

- (1) During each month of the Order Term, Customer must maintain an average of 50 Active Units activated with Sprint Mobile Integration per IP PBX utilized in Customer’s Sprint Mobile Integration design (“Minimum Mobile Integration Commitment Level”). If, during any month of the Order Term, the average number of Active Units activated with Sprint Mobile Integration is less than 50 per Customer IP PBX, Sprint may charge Customer a Sprint Mobile Integration minimum commitment fee (“Minimum Commitment Fee”) for each such month:

$(50 \times \# \text{ Customer IP PBXes}) - \# \text{ of Active Units activated with Sprint Mobile Integration in such month} \times \$4.91 \text{ NET MRC} = \text{Minimum Commitment Fee}$

- (2) Customer will be liable for the Minimum Commitment Fee in addition to the MRCs for the Corporate-Liable Active Units with Sprint Mobile Integration during the applicable month and liability for the Minimum Commitment Fee does not affect any other applicable Business Plan Service usage charges.

- B. Termination Fee.** If Customer terminates Sprint Mobile Integration before the end of the Order Term, Sprint will waive for Customer the following early termination fee (“Mobile Integration Termination Fee”):

$(50 \times \# \text{ Customer IP PBXes}) \times \$4.91 \text{ NET MRC} \times \# \text{ of months remaining in the Order Term} = \text{Mobile Integration Termination Fee}$

- C. Application of Fees.** If Customer is subject to the Mobile Integration Termination Fee, Customer will not be liable for the Minimum Commitment Fee for those months remaining in the Order Term after termination. If Customer is subject to the Termination for Convenience Fee (as defined below), Customer will not be liable for the Mobile Integration Termination Fee.

1.4 Sprint Mobile Integration Timeline

- A. Order Term.** The Order Term for Sprint Mobile Integration is 24 months, base year plus one option year, from the conclusion of the first Implementation Period (as defined below). At the end of the Order Term, Sprint may continue to provide Sprint Mobile Integration based on receipt of a new order or an optional renewal. Either party may terminate Sprint Mobile Integration at the end of the Order Term by providing the other party written notice at least 30 days before the effective termination date.
- B. Implementation Period and Ramp Up Period.** When Customer places an Order for Sprint Mobile Integration, Sprint and Customer will agree on (A) a scope of work and test criteria; (B) an implementation period to enable Sprint and Customer to implement and test Sprint Mobile Integration on each Customer IP PBX included in Customer's Sprint Mobile Integration design ("Implementation Period"), and (C) a ramp up period, not to exceed 90 days, following the Implementation Period to enable Customer to attain the Minimum Mobile Integration Commitment Level.
- C. Acceptance Period.** Following the Implementation Period, Customer will have 5 business days to complete its testing of Sprint Mobile Integration on the applicable Customer IP PBX ("Acceptance Period"). If Customer elects not to participate in testing, Sprint Mobile Integration will be deemed accepted 5 days after the Implementation Period for the applicable Customer IP PBX.
- D. Evaluation Period.** Customer will have a period of 30 days from the expiration of the Acceptance Period to evaluate Sprint Mobile Integration on the applicable Customer IP PBX ("Evaluation Period").
- (1) Upon expiration of the Evaluation Period for a Customer IP PBX, if Sprint Mobile Integration has met the required success criteria set forth in the scope of work for that IP PBX ("Mobile Integration Required Success Criteria"), but Customer provides notice to Sprint that Customer wishes to discontinue receiving Sprint Mobile Integration for that IP PBX, Customer will pay Sprint \$5,000.00 for the terminated IP PBX ("Termination for Convenience Fee"), and Sprint will take possession of any Sprint Mobile Integration equipment provided by Sprint under the Agreement for the terminated IP PBX.
 - (2) Upon expiration of the Evaluation Period, if Sprint Mobile Integration has not met the Mobile Integration Required Success Criteria for a Customer IP PBX, Customer may terminate Sprint Mobile Integration for that IP PBX without liability, and Sprint will take possession of any Sprint Mobile Integration equipment provided by Sprint under the Agreement for the terminated IP PBX.
- 1.5. ADDITIONAL TERMS AND CONDITIONS.** Sprint provides Sprint Mobile Integration with the features, and under the terms and conditions, set forth in the Sprint Mobile Integration Product Annex incorporated herein.

Refer to Standard Terms and Conditions for Communications Services (Page 82)
Refer to Sprint Mobile Integration Product Annex (Page 123)

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Sprint Communications Company. L.P. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact:

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BEST VALUE BLANKET PURCHASE AGREEMENT

FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act
 (Ordering Activity) and (Contractor) enter into a cooperative agreement to further reduce the
administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal
Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources;
the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are
permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR)
9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive,
individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the
ordering activity that works better and costs less.

Signatures

ORDERING ACTIVITY DATE CONTRACTOR DATE

BPA NUMBER _____

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING CONTRACTOR TEAM ARRANGEMENTS

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer’s needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

**STANDARD TERMS AND CONDITIONS FOR COMMUNICATIONS SERVICES
("STANDARD TERMS AND CONDITIONS") (Rev. 8-16-2013)**

1. GENERAL

- 1.1 Applicability.** These Standard Terms and Conditions contain general provisions that apply to all Products and Services that Customer purchases from Sprint. "Agreement" refers to the written service agreement signed by Customer for the purchase of Sprint Products and Services, including all attachments, these Standard Terms and Conditions, documents incorporated by reference, and related Order(s). Other capitalized terms are defined in this document or in the applicable Tariffs, Schedules or Product-specific Terms.
- 1.2 Rates and Conditions Website. Customer's use of Sprint Products or Services is also governed by the applicable Tariffs or Schedules posted at <http://www.sprint.com/ratesandconditions> (the "Rates and Conditions Website"), and the applicable Product and Service annexes posted on the Rates and Conditions Website.**
- 1.3 Conflicts Provision.** If a conflict exists among provisions within the Agreement, specific terms will control over general provisions, and negotiated, added or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law.
- 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 the Agreement. Customer may not resell or lease wireless Products and Services under the Agreement. Notwithstanding the foregoing, Customer may participate in the Sprint Wireless Recycling Program. Customer may not resell wireline Products and Services unless specifically set forth in a separate Sprint wholesale agreement.

- 2. TERM.** "Term" refers to the contract term defined in the applicable attachment(s). These Standard Terms and Conditions will apply as of the Effective Date of the Agreement and continue to apply for as long as Sprint provides Products and Services to Customer.

3. CHARGES

3.1 Orders

- A. Rates.** During the Term, Customer will pay Sprint the rates and charges for Products or Services as set forth in the Agreement.
- B. Issuance and Acceptance.** Customer will ensure that only persons authorized by Customer will issue Orders under the Agreement, and Customer is liable for all Orders issued 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.
- C. 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 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.
- D. Customer Issued Purchase Orders.** Customer issued purchase orders are binding only upon acceptance in writing by Sprint. Except in the case of a "special customer arrangement" form signed by both parties, 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 the Agreement.

3.2 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 then-current Schedules, Tariffs, or price lists at the time of purchase. If pricing in the Agreement is stated only as a percentage discount off of a Schedule or Tariff rate or list price, 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.

3.3 Rate Adjustments. Sprint may impose on Customer additional regulatory fees; administrative charges; and charges, fees or surcharges 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"), Compensation to Payphone Providers, Telephone Relay Service, 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, charges and surcharges imposed may vary. Sprint may impose additional charges or surcharges to recover increased access costs imposed on Sprint as a result of Customer's specific traffic patterns, network configuration or routing protocol.

3.4 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.

B. Withholding Taxes. Notwithstanding any other provision of the 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. Exclusions. Customer will not be responsible for payment of:

- (1) Sprint's direct income taxes and employment taxes; and
- (2) any other tax to the extent that Customer demonstrates a legitimate exemption under applicable law.

4. BILLING AND PAYMENT

4.1 Invoicing

A. Commencement of Invoicing. Sprint may begin invoicing Customer in full for non-recurring and recurring charges on the later of:

- (1) the date the Products or Services are installed and made available; or
- (2) the first day of the first bill cycle after the Effective Date.

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 Service charges in advance and usage-based charges in arrears.

4.2 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. Payment terms are net 30 days from the date of invoice receipt. Invoices are deemed to have been received within 5 days of the invoice date. If Customer fails to make such payment within 15 days of receiving Sprint's written notice of nonpayment, Sprint reserves the right to charge a late fee (up to the maximum allowed by law) or take other action to compel payment of past due amounts, including suspension or termination of Services, unless prohibited by an applicable Tariff, state law or regulation. Customer may not offset credits owed to Customer on one account against payments due on the same or another account without Sprint's written consent. Sprint's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. Customer's payment obligations include late charges and third party collection costs incurred by Sprint, including, but not limited to, reasonable attorneys' fees, if Customer fails to cure its breach of these payment terms. If Customer elects to participate in the Preferred Pay Program, Customer will remit payment using cash, check, or electronic funds transfer.

4.3 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 30 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 5 business days of receiving notice, Customer must pay the charge or invoke the dispute resolution process in the Agreement. If Sprint determines, in good faith, that the disputed charge is invalid, Sprint will credit Customer for the invalid charge.

4.4 Repayment of Credits or Waived Charges. If Sprint terminates a Service or the Agreement due to Customer's material breach, or Customer terminates a Service or the Agreement before the end of any applicable Order Term or minimum service term (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 Order Term or minimum service term at the time of termination. This provision does not apply to service level credits issued for Service outages.

5. CREDIT APPROVAL. Sprint's provision of Products and Services is subject to Sprint's credit approval of Customer. Additionally, if during the Term Customer's financial circumstance or payment history becomes reasonably unacceptable to Sprint, then 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.

6. WARRANTIES. EXCEPT AS AND ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THE AGREEMENT 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.

7. EQUIPMENT AND SOFTWARE

7.1 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 promptly will 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 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.

7.2 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, posted at the Rates and Conditions Website or are 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 agrees not to 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 the 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 the Agreement.

7.3 Title to Equipment. Sprint or its suppliers retain title and property rights to Sprint-provided equipment (excluding equipment sold to Customer under the Agreement). Upon termination or expiration of the Agreement or the applicable Service, Customer will surrender and immediately return the Sprint-provided equipment (excluding equipment sold to Customer under the Agreement) to Sprint.

8. 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.

9. CUSTOMER RESPONSIBILITIES

9.1 Installation. Customer will reasonably cooperate with Sprint or Sprint's agents to enable Sprint or its agents to install the Products and 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.

9.2 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. 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 the Agreement. Customer may not resell or lease wireless Products and Services. Notwithstanding the foregoing, Customer may participate in the Sprint Wireless Recycling Program. Customer may not resell wireline Products and Services unless specifically set forth in a separate Sprint wholesale agreement.
- D. Access Pumping/Traffic Stimulation.** Customer represents and warrants that it (1) is not engaged in access pumping or traffic stimulation activity as described in the Federal Communications Commission's *Connect America Fund, et al.*, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011); and (2) does not have any revenue sharing agreements connected to such activity. Customer will comply with all applicable state and federal rules, regulations and orders regarding such activity. If Customer breaches this provision, Sprint may suspend the affected Services upon five (5) days' written notice and to terminate the affected Services if the breach is not cured within 30 days of receipt of Sprint's notice. Customer must reimburse Sprint for any excess access costs Sprint incurs as a result of Customer's breach.
- E. Agency Relationship.** In countries where Sprint does not hold regulatory authority to provide the Services, Customer appoints Sprint as its agent to obtain, on Customer's behalf from authorized providers, the required services and associated equipment in accordance with the applicable Order. Except to perform its duties in accordance with the applicable Order, Sprint, as Customer's agent pursuant to this section, will not make any representation or incur any liability for Customer.

10. CONFIDENTIAL INFORMATION

10.1 Definitions

- A.** "Confidential Information" means nonpublic information (i) about the Discloser's business, (ii) given to the Recipient in any tangible or intangible form for Recipient's use in connection with the Agreement or discussions, negotiations or proposals related to any contemplated business relationships between the parties, and (iii) that the Recipient knows or reasonably should know is confidential because of its legends, markings, the circumstances of the 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.
- B.** "Discloser" means the party disclosing Confidential Information, and "Recipient" means the party receiving Confidential Information.

10.2 Nondisclosure. Neither party will disclose the other party's Confidential Information to any third party, except as expressly permitted in the Agreement. This obligation will continue until 2 years after the Agreement terminates or expires. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of the 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

the Agreement to an entity that is an Affiliate of Customer on the Effective Date, provided that the Affiliate has signed (a) a separate service agreement with Sprint containing nondisclosure obligations 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 the 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; or (F) is disclosed with the prior written consent of the Discloser.

10.3 Injunction. The parties acknowledge that the Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the 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 the Agreement will not raise the defense of an adequate remedy at law.

10.4 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.

10.5 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.

11. LIMITATIONS OF LIABILITY

11.1 Direct Damages. Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligence or willful misconduct; or (B) proven direct damages for all other claims arising out of the Agreement, 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 six months prior to the event giving rise to the claim. Customer's payment obligations, liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.

11.2 Consequential Damages. 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.

11.3 Unauthorized Access/Hacking. 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.

- 11.4 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.

12. INDEMNIFICATION

12.1 Mutual Indemnification for Personal Injury, Death or Damage to Personal Property.

Each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising directly from the performance of the Agreement and relating to personal 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 the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.

12.2 Customer Indemnification. Customer will indemnify and defend Sprint, Sprint's directors, officers, employees, agents and their successors, against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising out of:

- A.** Customer's failure to obtain permits, licenses, or consents that Customer is required to obtain to enable Sprint to provide the Products or Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business;
- B.** Customer's transmission of, or transmissions by those authorized by Customer to use the Services of, information, data or messages over the Sprint network, including, but not limited to, claims: (A) for libel, slander, invasion of privacy, infringement of copyright, or invasion or alteration of private records or data; or (B) based on the transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
- C.** Customer's breach of the licensing requirements in the Software License section;
- D.** Customer's failure to comply with any provision of the Use of Products and Services section;
- E.** Customer's infringement of patents arising from the use of equipment, hardware or software not provided by Sprint; or
- F.** Sprint's failure to pay any tax based on Customer's claim of a legitimate exemption under applicable law.

12.3 Sprint Indemnification. 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 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, either:

- A.** at Sprint's expense, procure the right for Customer to continue using the Services;
- B.** at Sprint's expense, replace or modify the Services with comparable Services; or
- C.** terminate the Services.

12.4 Rights of Indemnified Party. To be indemnified, the party seeking indemnification must (i) give the other party timely written notice of the claim (unless the other party already has

notice of the claim), (ii) give the indemnifying party full and complete authority, information and assistance for the claim's defense and settlement, and (iii) not, by any act, admission or acknowledgment, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified party 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 the indemnifying party will retain sole control of the claim's settlement or defense.

12.5 Exclusive Remedies. The provisions of this Indemnification section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to any of the claims identified in this section.

13. TERMINATION

13.1 Sprint Right to Suspend or Terminate

- A. Sprint may suspend or terminate Products or Services or the Agreement immediately if:
- (1) Customer fails to cure its default of the payment terms of the Agreement;
 - (2) Customer fails to cure any other material breach of the Agreement within 30 days after receiving Sprint's written notice;
 - (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; or
 - (5) Customer fails to comply with the resell restrictions and prohibitions contained in the Agreement..
- B. If Sprint terminates the Agreement under this Sprint Right to Suspend or Terminate 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 early termination and shortfall liabilities.

13.2 Customer Right to Terminate

- A. **Material Failure.** Customer may terminate a Product or Service without early termination liability upon Sprint's receipt of Customer's written notice to terminate after the cure period if:
- (1) Sprint materially fails to provide the Product or Service,
 - (2) Customer provides Sprint with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice,
 - (3) Sprint fails to cure the material failure within the 30-day cure period, and
 - (4) 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 Force Majeure Event.

- B. **Termination for Convenience.** Customer may terminate the Agreement during the Term by providing 30 days' written notice to Sprint. In the case of such Termination for Convenience, Customer will be liable for all charges incurred up to and including the date of termination as well as early termination liabilities, any applicable shortfall liabilities and other applicable charges and fees as set forth in the Agreement

13.3 Order Terms for Wireline Products and Services

- A. **Calculation of Early Order Term Termination Liability.** Certain wireline Products and Services may be priced based on a minimum Order Term, which may be identified as an "Order Term," "Access Term Plan," or similar language, as listed in the applicable

pricing attachment. If Customer terminates an Order in whole or in part, before expiration of the Order Term (unless due to Sprint's material failure), or if Sprint terminates an Order under a termination right provided to Sprint under the Agreement, then Customer will pay the following early termination charges, which represent Sprint's reasonable liquidated damages and not a penalty:

- (1) **Access Orders.** A lump sum equal to (a) the applicable monthly charges for all bandwidth levels of Ethernet access and TDM dedicated access, multiplied by the number of months remaining in the Order Term, plus (b) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term;
- (2) **General Liability.** A lump sum equal to (a) the applicable monthly charges for the Service multiplied by the number of months remaining in the first year of the initial term, plus (b) 50% of the applicable monthly charges multiplied by the number of months remaining in the initial term after the first year, plus (c) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term; and
- (3) **Third Party Liability.** Any liabilities imposed on Sprint by third parties, such as a Local Exchange Carrier ("LEC") or PTT, as a result of Customer's early termination.

B. Waiver of Order Term Liabilities. Upon prior approval of Sprint, Customer will not be liable for the early termination charges in the Calculation of Early Order Term Termination Liability section above, if Customer orders another Service of the same or greater monthly price with an Order Term no less than the remaining months in the initial Order Term (or one year, whichever is greater) at the same time Customer provides Sprint with the termination notice. Such approval will be in Sprint's reasonable discretion and based upon financial and other business considerations.

14. FORCE MAJEURE. Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events or causes 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; inability to obtain parts or equipment from third party suppliers; 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.

15. DEFINITIONS

15.1 "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 purposes of these Standard Terms and Conditions, Clearwire Corporation is not included as an Affiliate of Sprint.

15.2 "Commencement Date" is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges. Unless defined otherwise in the Agreement, the Term begins on the Commencement Date.

15.3 "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 Tariffs, Schedules, or Product-specific Terms.

15.4 "Effective Date" is the date the last party signs the Agreement.

15.5 "Order" or "Purchase Order" means a written, electronic or verbal 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 acknowledgment, or use, of Products or Services. "Order Term" is the term designated for an individual Order.

- 15.6** "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.
- 15.7** "Product(s)" includes equipment, software, hardware, cabling or other materials sold or leased to Customer by or through Sprint as a separate item from, or bundled with, a Service.
- 15.8** "Product-specific Terms" refers to separate descriptions, terms and conditions for certain non-regulated Products and Services. Product-specific Terms are incorporated into the Agreement as of the Effective Date. Product-specific Terms are not otherwise subject to change during the Term.
- 15.9** "Schedule(s)" are the terms and conditions governing Sprint's provision of certain intrastate, interstate and international interexchange Services. Schedules are subject to change during the Term under the rules and authority of the FCC and the relevant regulatory agencies. Schedules are posted on the Rates and Conditions Website.
- 15.10** "Service(s)" means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and professional services provided to Customer by or through Sprint under the Agreement, excluding Products.
- 15.11** "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 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.
- 15.12** "Tariffs" means the Sprint competitive LEC or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services. Tariffs are subject to change during the Term under the rules and authority of the relevant regulatory bodies. If, during the Term, Sprint entirely withdraws any Tariff that applies to Services in the Agreement, the Tariff terms and conditions then in effect will continue to apply to the Agreement. Tariffs are posted on the Rates and Conditions Website.

16. MISCELLANEOUS

- 16.1 Compliance with Law.** Each party agrees that it will comply with all applicable laws in performance of its obligations under the Agreement.
- 16.2 Independent Contractor.** Sprint provides Products and Services to Customer as an independent contractor. The 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.
- 16.3 No Waiver of Rights.** The failure to exercise any right under the Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.
- 16.4 No Third Party Beneficiaries.** The Agreement's benefits do not extend to any third party.
- 16.5 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 discontinue certain offerings or technologies. In such event, Sprint will undertake such efforts in a customer-focused

and commercially reasonable manner. Accordingly and notwithstanding anything in the Agreement to the contrary, Sprint reserves the right, in its sole discretion, after providing the notice set forth in subsection B below, to: (1) migrate Customer to a replacement technology; or (2) discontinue any Product or Service without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Product or Service.

- B. If Sprint takes any action set forth in subsection A above, 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.

16.6 Governing Law. The Agreement will be governed by the laws of Kansas, without regard to its choice of law principles. The English version of the Agreement will prevail over any foreign language versions.

16.7 Dispute Resolution

- A. **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 the Agreement or an Order. This subsection survives the termination of the Agreement.

- B. **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. However, if the jury trial waiver is held to be unenforceable by a court, then arbitration is mandatory. Any arbitration must be held in accordance with the rules of the CPR Institute for Dispute Resolution and governed by the United States Arbitration Act, 9 U.S.C. Sec. 1, et seq. All arbitration proceedings for disputes relating to Domestic Products or Services will be held in the Kansas City, MO metropolitan area. If the dispute relates to Sprint's provision of non-Domestic Products or Services, all arbitration proceedings will be conducted in the English language pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The place of arbitration for disputes related to non-Domestic Products or Services is New York, NY, USA. No arbitration proceeding will include class action arbitration.

16.8 Assignment. Customer may not assign any rights or obligations under the Agreement or any Order without Sprint's prior written consent, except that Customer may assign the Agreement, after 30 days' prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets.

16.9 Amendments/Alterations. The Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to the Agreement are not valid unless accepted in writing by both parties.

16.10 Notice. Notices required under the Agreement must be submitted in writing to any address listed in the Agreement for the other party or, for notices to Customer, to the address Sprint uses for shipping or billing or as set forth in an Order. In the case of a dispute, notices also must be sent to:

Sprint
Attn: VP – Legal Dept – Sales and Distribution
Mailstop: KSOPHT0101-Z2525
6391 Sprint Parkway
Overland Park, KS 66251-2525

Customer

- 16.11 Severability.** If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 16.12 URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by Sprint.
- 16.13 Survivability.** The terms and conditions of the Agreement regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.
- 16.14 Entire Agreement.** The Agreement, including all referenced attachments, documents, annexes, Schedules, Tariffs, 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.

GOVERNMENT WIRELESS SERVICES PRODUCT ANNEX (REV 7-1-13)

The following terms and conditions, together with the Sprint GSA IT Schedule 70 contract number GS-35F-0329L ("Agreement"), govern Sprint's provision and Customer's use of wireless Products and Services. Except where noted in this Wireless Services Product Annex ("Annex") or the Agreement, terms and conditions of this Annex apply to wireless Products and Services offered on the Sprint Networks 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 to another Active Unit on the Nationwide Sprint Network. With this feature, Customer may use an unlimited number of minutes each month to make or receive calls on the Nationwide Sprint Network between Sprint 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 Sprint Networks 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, 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. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a Business Plan for Sprint 4G Services, Corporate-Liable 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.

1.3 Sprint® Direct Connect® Features.

- A. **General.** Sprint Direct Connect transmissions occur only between Sprint Direct Connect Device. Sprint Direct Connect transmissions do not work simultaneously with a voice call from the same Product. Sprint Direct Connect service areas and international coverage areas may change and are accessible through www.sprint.com or by contacting Customer's Sprint Account Representative. Sprint Direct Connect Services are not available on the Sprint 4G Network.
- B. **Direct Connect®.** All Sprint Direct Connect Devices are capable of making nationwide Direct Connect transmissions.
- C. **Group Connect®.** Group Connect service requires a group-capable device in order to initiate and receive Group Connect transmissions. A subscriber with a group-capable phone may create a group with any participant, but only those subscribers with group-capable phones will be pulled into the Group Connect transmission. Group Connect is limited to 21 total participants (including the originator). Each group must consist entirely of Sprint Direct Connect Devices.
- D. **International Direct ConnectSM.** International Direct Connect is available for Sprint Direct Connect Devices subscribed to Direct Connect service. International Direct Connect service for Sprint Direct Connect Devices includes the ability to place and receive Sprint Direct Connect transmissions to eligible foreign carrier push-to-talk subscribers, determined by the number dialed, while the user is located within the 48 contiguous states of the United States and Hawaii.
- E. **pvdConnect.** pvdConnect allows recorded messages to be initiated by making a phone call (or push-to-talk transmission where enabled) and sent to the recipient's e-mail address via embedded link or the recipient's mobile device via text message, including an access number. Alternatively, the recorded message and any additional information can be captured in a pvdConnect message authority where it is time-stamped and can be accessed in near real time via a secure web portal that includes a virtual dispatch console for processing, storing, transcribing, forwarding, and handling the messages, and further communicating with Customer's mobile workers as necessary.
- F. **TeamDCSM.** TeamDC allows up to 200 nationwide group members (including the group creator), all using Sprint Direct Connect Devices, to participate in a Sprint Direct Connect group transmission at the same time. The TeamDC Talker Priority feature allows the TeamDC group originator to designate priority for certain group members to interrupt other participants during the group transmission. More information on TeamDC capabilities is available by contacting Customer's Sprint Account Representative.
- G. **Call Alert.** Call Alert allows a Sprint Direct Connect user to send a repeating alert to notify another Sprint Direct Connect user that the user would like to communicate. Users of Sprint Direct Connect Devices may send one of 20 free, pre-written text messages with a Call Alert to provide more detail to the recipient of the Call Alert.
- H. **DC Permissions.** DC Permissions allow a Sprint Direct Connect user to block/allow Sprint Direct Connect transmissions from select individuals. DC Permissions also will block Group Connect transmissions if the Group Connect transmission is initiated by a blocked user. DC Permissions will not block Group Connect or TeamDC transmissions that have a blocked party in the group. DC Permissions is only available on Sprint Direct Connect Devices.
- I. **SMS Messaging.** Sprint Direct Connect users with Sprint Direct Connect Devices may be prompted to send a text or voice SMS message when a Sprint Direct Connect

transmission is blocked (e.g. the other user is out of coverage, has his/her device turned off, or is using other Services). Prompted SMS Messaging is only available for Sprint Direct Connect transmissions between two Sprint Direct Connect Devices when the recipient uses a single number for voice calls and Sprint Direct Connect service. Sprint charges for these SMS messages consistent with Customer's Business Plan.

- 1.4 PowerSource™ Devices.** As of June 30, 2013, PowerSource devices will provide only wireless voice, text, and data Services over the Sprint Networks, and will not have push-to-talk functionality. Voice and data service is only available in coverage areas of the Sprint Networks. Service features, functionality and Business Plans vary by PowerSource device and may not be available in all markets.
- 1.5 Roaming.** Corporate-Liable Active Units must primarily be used for Domestic purposes within the coverage area of the Nationwide Sprint Network. As used herein, "Domestic" means use in the 50 United States and U.S. Territories (except Guam). Business Plans that include Roaming ("Roaming Included Plans") are not available with single-band phones or to users who reside or whose primary use is outside an area covered by the Nationwide Sprint Network. Sprint may limit or terminate Service if a Corporate-Liable Active Unit user moves outside of the area covered by the Nationwide Sprint Network. Sprint may, without notice, deny, terminate, modify, disconnect or suspend Service to a Corporate-Liable Active Unit if Roaming in a given month exceeds: (1) voice: 800 minutes or a majority of minutes, or (2) data: (a) 300 megabytes for a Business Plan equal to or greater than 5 GB/month in total or a majority of kilobytes; or (b) 100 megabytes for a Business Plan less than 5GB/month in total or a majority of kilobytes. International calling, including in Canada, Mexico, and Guam, is not included in Roaming Included Plans. Wireless data Services and certain calling features (voicemail, caller ID, call waiting, etc.) may not be available while Roaming. Roaming areas may change and Roaming may not be available everywhere; visit www.sprint.com/coverage for details. Roaming may not be available on the Sprint 4G Network.
- 1.6 Modification.** Sprint may modify terms and features of, or expire, a wireless Business Plan or add-ons with written notice to Customer.

2. CHARGES, FEES AND CREDITS.

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

2.2 Usage Charges.

A. Wireless Voice Usage.

- (1) **General.** Outgoing call usage is calculated from the time Customer initiates contact with the Sprint Networks until the connection to the Sprint Networks is broken or dropped, whether or not the actual connection to the intended recipient of the call is successful. There is no call usage for outgoing voice calls that reach a busy signal, a disconnected number or that ring continuously without making connection to the Sprint Networks. Incoming call usage is calculated from the time Customer's device connects to the Sprint Networks (which is just before the device starts ringing) until the connection to the Sprint Networks is broken or dropped. There is no call usage for incoming voice calls that Customer does not answer or that enter Customer's voicemail. For each successful call, Customer will be charged a minimum of 1 minute of airtime. After the first minute, airtime charges are rounded-up to the next second or next minute, as specified in the respective Business Plan. On calls that cross time periods (e.g., Anytime Minutes versus Nights and Weekends), minutes are deducted or charged based on the

call start time. Call start times will be determined based on the location of the Sprint Network equipment providing Wireless Service and not the location of Customer's device or the device's area code (if applicable).

- (2) **Long Distance/Special Services.** Customer may incur long distance charges (including international calling) or other charges for calls to 800, 866, 877, 888 and other toll-free numbers on Business Plans that do not include long distance. Customer also may incur charges for special Services such as directory assistance, operator-assisted calls or call-forwarding, depending on Customer's Business Plan.
- (3) **Mobile Termination Charges.** Sprint may impose on Customer charges or surcharges for terminating a call to other wireless carriers, such as international mobile termination charges. The amount of the charges and surcharges imposed may vary.

B. Wireless Data Usage.

- (1) **General.** Data usage is calculated from the time Customer's device makes contact with the Sprint Networks or Sprint 4G Network until the respective network connection is broken or dropped, whether or not the transmission of data is successful. Data usage may occur on any device capable of data transmission, including handheld devices and devices attached to or embedded in computers and includes sending and receiving e-mail, browsing the Internet, accessing certain Applications, all complete, partial or interrupted uploads or downloads and re-sent data, and unsuccessful attempts to reach websites and other Applications and Services, including those resulting from dropped network connections. Data usage is rounded up to the next whole kilobyte. Rounding occurs every 2 clock hours for a continuous connection, or at the end of each separate session that is initiated and terminated within the 2 hour block. Rounding of data usage charges occurs at the end of each billing period and the total kilobyte charges are rounded up to the next cent. Customer's invoice will not separately identify the number of kilobytes attributable to Customer's use of specific sites, sessions or Services used. When traveling within the Sprint Networks, a data session may end when moving between coverage areas and a new data session initiated, although no interruption to the actual data session will occur. When traveling between the Sprint Networks and the Sprint 4G Network, a data session will end and a new data session will be initiated. Circuit-switched, modem-to-modem data calls are treated as voice calls and use Anytime Minutes on the associated Business Plan (or are billed at casual voice rates) in lieu of using kilobytes for data usage. Circuit-switched, modem-to-modem data calls are not available on the Sprint 4G Network.
- (2) **Text and Numeric Messaging.** Unless Customer has purchased a quantity of messages at a fixed MRC, Sprint will charge Customer on a per message basis for text and numeric messaging. Sprint will charge Customer the per message rate for each message that exceeds Customer's purchased quantity and for all text and numeric messages while Roaming internationally. Text and numeric messaging are not available on the Sprint 4G Network.
- (3) **Premium Services Charges.** Access to, and downloading of, Premium Services is not included in the pricing in the Agreement. Charges for Premium Services will be specified at the time of access or will be available at www.sprint.com. Data usage charges also apply to, and are separate from, charges for Premium Services. Even if Customer's Business Plan includes unlimited megabytes of data, Customer must still pay all charges associated with access or use of Premium Services. Customer may block Corporate-Liable Active Units from, or otherwise disable them from using, Premium Services provided by third-party content providers.

C. Sprint Direct Connect Usage.

(1) Sprint Direct Connect Transmissions.

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

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

D. 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 a Corporate-Liable Active Unit device to another device using Wireless Services, Sprint may charge Customer an upgrade charge per Corporate-Liable Active Unit changed.

2.4 Reactivation Fee. If Sprint terminates Service to a Corporate-Liable Active Unit as permitted under the Agreement or requested by Customer, Sprint may require payment of any outstanding account balance before Sprint reactivates Service to the affected Active Unit and Sprint may charge Customer a reactivation charge.

2.5 Other Fees. Sprint reserves the right to charge a fee for Customer-requested, non-standard account modifications, including but not limited to, phone number changes.

2.6 Credits for Redialed Calls. Sprint will provide Customer with an airtime credit of at least 1 minute for a call on a Corporate-Liable Active Unit that is: (a) placed while in an area covered by the Sprint Networks, (b) disconnected due to limitations of the Sprint Networks, and (c) redialed within 1 minute of disconnection. Customer must contact Sprint Customer Care within 24 hours of the disconnection and request credit for the call.

2.7 Limitations Period. Sprint will use commercially reasonable efforts to invoice Customer for (a) Sprint-provided wireless Products and Services, within 180 days of the end of the monthly billing period in which Sprint provides the wireless Products and Services, and (b) third party-provided wireless Products and Services, including non-Domestic wireless Services, within 180 days of the date Sprint receives an invoice from third party provider. If Sprint fails to invoice Customer for wireless Products or Services before expiration of the applicable 180 days, Customer will not be required to pay those charges. Customer must notify Sprint in writing of any billing dispute about wireless Products or Services within 180 days of the applicable invoice date. If Customer fails to notify Sprint within such 180 days, Sprint will not be required to reimburse or credit Customer for those charges.

3. BILLING AND AFFILIATES

3.1 Invoicing. Unused Business Plan minutes and megabytes do not carry forward. In certain instances (e.g., Roaming charges), Sprint may invoice Customer for usage that occurred during a prior invoicing cycle, if not previously invoiced to Customer. When Sprint invoices for usage incurred during a prior invoicing cycle, those minutes count against minutes in the current invoicing cycle. Wireless Services billed according to a monthly flat rate may not include itemization. Sprint may bill Customer on behalf of third party providers of Applications that Customer accesses through wireless Products. Customer is responsible for all charges for wireless Products and Services associated with each Corporate-Liable Active Unit. For single payments to be applied across multiple account numbers, Customer must identify with its payment the specific amounts paid for each account number.

3.2 Account Changes. Customer-requested changes to Business Plans or Wireless Service options may not be effective until the following bill cycle. For Customer-initiated Wireless Service cancellations, Sprint will bill Customer for the entire month in which Wireless Service was cancelled. When Customer changes Business Plans during a bill cycle, minutes and megabytes will be charged under the Business Plan in effect at the time the usage was incurred.

3.3 Customer Affiliates. If Sprint and Customer agree to permit Customer's Affiliates to purchase wireless Products and Services under the Agreement, Customer will be responsible, financially and otherwise, for the Affiliate's purchases, unless the Agreement says otherwise.

4. PROVISIONING AND RETURNS FOR SPRINT-PROVIDED PRODUCTS.

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

4.2 Nonconforming Products. Customer must return nonconforming wireless Products in accordance with the Sprint's return policy or Customer will be deemed to have accepted the Products. Customer may reject wireless Products or shipments that are visibly damaged or defective. Sprint will pay all reasonable ground transportation freight charges associated with returns under this Nonconforming Products Section.

4.3 Returns. For details on Sprint's return policy, please visit sprint.com/returns. Sprint may change its return policy from time-to-time without notice, provided that Customer will have a minimum of 14 days to return wireless Products.

4.4 Cold Device Policy. If Customer receives a subsidy or discount off of the Manufacturer's Suggested Retail Price (MSRP) for any Sprint-provided wireless Product, then Customer must (a) activate the Product on a valid Business Plan on its Sprint business account within 60 days of the date Sprint ships the Product and (b) keep the Product activated on its account for a minimum of 60 days. If Customer fails to comply with these requirements, and does not return the Product to Sprint within 60 days of the date Sprint ships the Product then Sprint reserves the right to invoice Customer for the amount of the subsidy or discount.

5. INSURANCE & SERVICE CONTRACT. Customer may purchase a bundled program of insurance (Equipment Replacement Program) and service contract (Equipment Service and Repair Program) that provides coverage to protect against loss, theft, damage or mechanical/electrical failure involving Customer's wireless Products (collectively the "Total Equipment Protection" or "TEP"). TEP may not be available for all wireless Products. If Customer purchases TEP, Sprint will waive repair fees under the service contract at the time of repair or replacement at a Sprint Service Repair Center. A per claim deductible will apply for approved insurance claims. Insurance is administered by third party insurers and not by Sprint. If Customer selects TEP coverage, Sprint will charge Customer a monthly insurance premium and service contract fee per covered wireless Product, and Sprint will remit the insurance premium portion to the third party insurer on Customer's behalf. Insurance is not subject to any discounts. Insurance claims must be submitted directly to the third party insurer. Terms of TEP coverage are available at the point of sale or in subsequent communications. If Customer does not purchase TEP coverage, Sprint reserves the right to charge a fee for repair to malfunctioning wireless Products, regardless of the warranty period, and Customer will not be able to replace lost, stolen or non-repairable wireless Products without incurring costs. Customer may purchase the Equipment Replacement Program or the Equipment Service and Repair Program separately on a stand-alone basis.

6. WIRELESS PRODUCTS AND SERVICES POLICIES.

6.1 Lost or Stolen Wireless Product Policy. If Customer's wireless Product is lost or stolen, Customer must notify Sprint Customer Care promptly to deactivate the Product. Customer is responsible for all Wireless Service usage charges associated with the Product before Customer notifies Sprint of the loss or theft. Customer will remain liable for any MRCs associated with the wireless Service on the wireless Product after Customer notifies Sprint of the alleged loss or theft. A lost or stolen wireless Product remains subject to the applicable Minimum Service Term and Sprint may not waive any applicable early termination fees if Customer chooses to terminate Wireless Service as a result of loss or theft of the wireless Product. Customer will cooperate with Sprint in the investigation of the incident. Sprint may require that Customer provide evidence of the loss or theft (e.g., a police report or affidavit). If the wireless Product is later found, Sprint may require Customer to exchange the wireless Product for another wireless Product before reactivating Wireless Service and, in such cases, Sprint will provide a replacement wireless Product of similar quality at Sprint's expense.

6.2 Fraud Policy. Sprint will notify Customer, and Customer will notify Sprint's Customer Care department promptly, of any suspected fraudulent use of wireless Products or Services. Customer will cooperate with Sprint in the investigation and resolution of the incident.

6.3 Location Based Services. If Customer downloads or accesses Location Based Services through 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 and policies of the Location Based Service purchased by Customer, including the Location Based Service provider's privacy policy. Customer must clearly, conspicuously and regularly notify all of its Employees using Corporate-Liable Active Units upon which Customer has enabled Location Based Services that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. In addition, if Customer will be using Location Based Services to track or collect the location of end users that Customer knows, or reasonably should know, are under 13 years of age, Customer will be responsible for complying with all applicable notice and consent requirements in accordance with the Children's Online Privacy Protection Act (15 U.S.C. § 6501 *et seq.*) and any other applicable laws. **CUSTOMER WILL BE RESPONSIBLE FOR 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 END 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, or place restrictions on the use of storage areas. Sprint may impose a dollar or other limit on Customer's use of Premium Services in a specific timeframe (month, week, day, or other time period) based on Customer's credit.
- 6.5 Business Plans and Features.** Certain wireless Products require specific Business Plans for operation on the Sprint Networks or the Sprint 4G Network. Certain Business Plans, add-ons, features and equipment discounts may not be available on all wireless Products. More information is available by contacting Customer's Sprint Account Representative.
- 6.6 Product Content.** Customer's Products may contain sensitive or personal information. Sprint is not responsible for any information on Customer's Products, including sensitive or personal information. Customer should remove or otherwise safeguard any sensitive or personal information when Customer relinquishes, exchanges, returns, or recycles a Product. If Customer exchanges, returns, or recycles Products through Sprint, Customer must remove all data from Products before providing them to Sprint.

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 phone number, identification 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 Wireless Service. If Customer transfers a number to another carrier before the end of an applicable Minimum Service Term, 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 may not be able to make or receive voice calls while using data Services. 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. Certain third party Applications may access, collect, use, or disclose Customer’s personal information or require Sprint to disclose Customer’s personal information to the Application provider or a designated third party. If Customer accesses, uses, or authorizes third party Applications through data Services, Customer authorizes Sprint to provide information related to Customer’s use of the Services or the Application(s). Customer acknowledges that use of third party Applications is subject to the third party’s terms, conditions and policies, including its privacy policy.

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 Business Plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Customer's Business Plan, (ii) 300 MB/month while Roaming for a Business Plan equal to or greater than 5GB/month in total or 100 MB/month while Roaming for a Business 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 Business 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 may 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 that have a software programming lock are accessible through 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, and Customer may not receive a refund for any unused portion of the data content.

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 discontinue certain offerings or technologies. In such event, Sprint will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Agreement to the contrary, Sprint reserves the right, in its sole discretion, after providing the notice set forth in subsection B below, to: (1) migrate Customer to a replacement technology; or (2) discontinue any Product, Service, Business Plan, network standard or technology, 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, or network.
- B.** If Sprint takes any action set forth in subsection A above, 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 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. NETWORK COVERAGE: LIMITATION OF LIABILITY FOR WIRELESS SERVICES PROBLEMS AND PRODUCT FAILURES.

8.1 Network Coverage; Service Speeds. Sprint coverage maps are available at Sprint authorized retail locations and at www.sprint.com. The specific network coverage Customer gets will depend on the radio transmissions Customer's device can pick up and Services Customer has chosen. Sprint coverage maps provide high-level estimates of Sprint coverage areas when using Services outdoors under optimal conditions. Coverage is not available everywhere. Coverage and Service speeds are not guaranteed. Network coverage, capacity or density is subject to change at Sprint's discretion without notice. Service speeds may depend on the Service purchased. Actual speeds will vary. Estimating wireless coverage, signal strength, and Service speed is not an exact science. There are gaps in coverage within Sprint estimated coverage areas that – along with other factors both within and beyond Sprint's control (e.g., network problems, network or Internet congestion, software, signal strength, Customer's device, structures, buildings, weather, geography, topography, server speeds of the websites Customer accesses, actions of third parties, etc.) – may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. Services that rely on location information, such as E911 and Location Based Services, depend on Customer's device's ability to acquire satellite signals (typically not available indoors) and network coverage. While Customer's device is receiving a software update, Customer may be unable to use the device in any manner until the software update is complete.

8.2 Limitation of Liability for Wireless Service Problems and Product Failures. Sprint is not liable for (a) coverage and Wireless Service quality problems caused by atmospheric, geographic or topographic conditions or other conditions beyond Sprint's control including the failure of other service providers; (b) interruption and unavailability of Wireless Services due to coverage, capacity, Product failure or other limitations that may occur in the transmission or attempted transmission of Wireless Services; or (c) outages or Wireless Service disruptions occurring as a result of a public safety emergency. Sprint's maximum liability for any loss or damage arising out of a Wireless Service outage due to a reason other than those outlined in subparts (a) through (c) above, or Sprint-provided wireless Product failure, is limited to: (i) a prorated portion of the applicable MRC based on the time period Wireless Services are not available, and (ii) a refund of the net purchase price of affected Sprint-provided wireless Products. Sprint is not liable for the failure of any wireless Products that were not provided by or through Sprint.

9. DEFINITIONS.

9.1 "Active Unit" or "Line" means an active piece of wireless Product.

9.2 "Anytime Minutes" means the voice minutes of use that are available in a Business Plan that may be used at anytime other than during Nights and Weekends.

9.3 "Applications" include email, and data, information and other wireless Internet services.

9.4 "Business Plans" means Sprint wireless service plans for business customers. Certain Business Plan options are priced in the Agreement or Customer may select from any other available Business Plans, subject to the terms and pricing of that Business Plan.

- 9.5 “Corporate-Liable Active Unit” or “Customer Line”** means an Active Unit (a) activated by Customer for Customer’s end use, (b) enrolled in a Business Plan, and (c) for which Customer is financially liable.
- 9.6 “Domestic Roaming”** means Roaming on networks within the United States, Puerto Rico and U.S. Virgin Islands where Sprint has a roaming relationship with the carrier.
- 9.7 “Employee”** means a person in the service of Customer and from whom Customer withholds FICA (Federal Insurance Contributions Act) contributions from such person’s gross pay.
- 9.8 “Individual-Liable Active Unit” or “Employee Line”** means an Active Unit activated by an Employee and for which the Employee is financially responsible.
- 9.9 “Location Based Service”** means any Service or Application that uses, accesses, tracks or discloses the location of an Active Unit.
- 9.10 “MRC”** means monthly recurring charge.
- 9.11 “Nationwide Sprint Network”** means the Sprint-owned or controlled CDMA/1xrtt wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 9.12 “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.
- 9.13 “Premium Services”** means downloads and Applications, such as games, ringers and screen savers, available through wireless data Services that are above and beyond basic data usage.
- 9.14 “Product(s)”** is defined in the Agreement, but for purposes of this Annex, “Product(s)” also includes, if applicable, Customer-provided wireless devices that are used on the Sprint Networks and the Sprint 4G Network.
- 9.15 “Roaming”** means voice or data service provided on another wireless carrier's network through agreements established by Sprint.
- 9.16 “Smartphone”** is a wireless Product designated by Sprint as a Smartphone, with an advanced operating system, that offers more advanced computing ability and connectivity than a traditional feature phone.
- 9.17 “Sprint 3G Network”** means the Sprint-owned or controlled CDMA/EV-DO wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 9.18 “Sprint 4G LTE Device”** means a wireless Product that is capable of operating on the Sprint 4G LTE Network.
- 9.19 “Sprint 4G LTE Network”** means a wireless network based on the standards for LTE developed by the 3rd Generation Partnership Project (3GPP), or successor technologies, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.
- 9.20 “Sprint 4G Network”** means a wideband OFDM technology that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners. References to the “Sprint 4G Network” include the Sprint 4G LTE Network, the Sprint 4G (WiMax) Network and/or successor networks, as applicable.
- 9.21 “Sprint 4G Services”** means functionality provided by Sprint that either provides data transport on the Sprint 4G Network or allows for the use of Applications related to the Sprint 4G Network.

- 9.22 “Sprint 4G WiMax Device”** means a wireless Product that is capable of operating on the Sprint 4G (WiMax) Network.
- 9.23 “Sprint 4G (WiMax) Network”** means a wireless network based on the 802.16 series of standards developed by the IEEE 802 LAN/MAN Standards Committee, or successor technologies, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.
- 9.24 “Sprint Direct Connect Device”** means a Product that uses the Sprint 3G Network for Sprint Direct Connect service.
- 9.25 “Sprint Networks”** includes the Nationwide Sprint Network, and the Sprint 3G Network.
- 9.26 “Sprint Service Provider Affiliate”** means an entity that has entered into an arrangement with Sprint to construct wireless network coverage, perform operational functions in defined geographic areas, and provide mobile wireless telecommunications products and services under the “Sprint” service marks or any other service marks subsequently used by Sprint. **“Sprint Service Provider Affiliate Market”** means the regions of the United States covered by Sprint Service Provider Affiliates.
- 9.27 “Sprint Services”** means wireless Services provided by Sprint and authorized Sprint Service Provider Affiliates on the Sprint Networks using CDMA technology.
- 9.28 “Wireless Data Connection Device”** means a mobile broadband card, USB modem, embedded modem, or a phone using phone as modem or mobile hotspot as part of its Business Plan.
- 9.29 “Wireless Services”** includes Sprint Services and Sprint 4G Services.

SPRINT MACHINE-TO-MACHINE SERVICES PRODUCT ANNEX (REV7-1-13)

The following product-specific terms and conditions in this Sprint Machine-to-Machine Services Product Annex ("**Annex**"), together with the Sprint GSA IT Schedule 70 contract number GS-35F-0329L ("**Agreement**"), govern Sprint's provision and Customer's use of Sprint Machine-to-Machine Services ("**M2M**"). Capitalized terms are defined in section 9 ("**Definitions**") of this Annex if not otherwise defined in the Agreement or the Wireless Services Product Annex.

1. SALE OF M2M SERVICES

1.1 General. Sprint will provide and sell M2M Services to Customer, and Customer will purchase M2M Services from Sprint under the terms and conditions set forth in the Agreement and this Annex. No provision of the Agreement will be construed as vesting in Customer any control whatsoever in any facilities and operations of Sprint, including the Facilities, or the operations of any Sprint Affiliate or contractual third party of Sprint. Customer will not represent itself as an FCC, federal, state, or other governmental or regulatory agency certified licensee for Sprint by reason of the Agreement. Customer will not enter, directly or indirectly, into any agreement or other arrangement with a third party that gives the third party any rights to purchase M2M Service for resale to other parties.

1.2 Bundled Service.

A. General. In addition to using M2M Services for Customer's own internal use, Sprint authorizes Customer to provide M2M Services as part of a Bundled Service as more fully described in the Agreement and this Annex. If Customer will not be using M2M Services solely for its internal use, then Customer must provide M2M Services only as part of a Bundled Service. Customer may not market or sell M2M Services as a standalone service. Further, Customer may not invoice End Users separately for M2M Services but instead must incorporate the cost of M2M Services as part of the Bundled Service. Customer determines the price of the Bundled Service in Customer's sole discretion. References in this Annex to "End Users" and "Bundled Service" apply only if Customer is providing M2M Services as part of a Bundled Service.

B. Brand Restrictions. Customer may market and sell the Bundled Service only under service marks, trademarks, and trade names that are owned, controlled, or licensed by Customer. Customer recognizes Sprint's ownership of service marks, trademarks, and trade names used in connection with the service and products sold by Sprint, Sprint Affiliates, or Sprint suppliers ("**Sprint Marks**"). Customer will not engage in any activities or commit any acts, directly or indirectly, that contest, dispute, or otherwise impair Sprint's or Sprint's Affiliate's rights in the Sprint Marks. Except as specifically agreed in writing, nothing in the Agreement grants to Customer the right to use any Sprint Mark or any service mark, trademark, or trade name that is confusingly similar to or a colorable imitation of any Sprint Mark, including in any of Customer's advertisements, and Customer will not incorporate the Sprint Marks into any service mark, trademark, or trade name used or developed by Customer. Customer will provide to Sprint any materials using the Sprint Marks for Sprint's review to determine compliance with this requirement. The limitations of liability contained in the Agreement do not apply to Customer's violations of this subsection 1.2.B. If Customer violates or threatens to violate this subsection, (i) Sprint may exercise any right or remedy under the Agreement and any other right or remedy that it may have (now or hereafter existing) at law, in equity, or under statute, and (ii) Customer may not raise the defense of an adequate remedy at law.

1.3 Relationship to Pricing. The provisions of this section 1 and the applicable pricing attachment(s) to the Agreement are not severable.

2. SCOPE OF SERVICE

2.1 Limitation on Scope of M2M Service.

- A. General.** Customer agrees that (i) M2M Services are available to M2M Devices only within the operating range of the Sprint Networks, the Sprint 4G Network or, if applicable, the International M2M Network; and (ii) M2M Services may be temporarily refused, interrupted, curtailed, or otherwise limited because of transmission limitations caused by any factor, including atmospheric, environmental, or topographical conditions; concentrated usage or capacity constraints; Facilities limitations or constraints; Facilities changes, modifications, updates, relocations, repairs, maintenance, or other similar activities necessary for the proper or improved operation of the Facilities; or failure by third-party suppliers. Sprint is not liable for any claims or damages related to or arising out of or in connection with (x) any coverage gap, or (y) any M2M Service refusal, interruption, curtailment, or other limitation provided above.
- B. Data Services.** Sprint is not a publisher of third party content that can be accessed through M2M Services. Sprint is not responsible for any content, including information, opinions, advice, statements, or services that are provided by third parties and accessible through M2M Services or any damages resulting therefrom. Sprint does not guarantee the accuracy, completeness, or usefulness of information that is obtained through the M2M Services. Sprint makes no representations or warranties regarding the provider, scope or nature of the content, or services that will be available through M2M Services.

2.2 Coverage Maps. M2M Services are available within the operating range of the applicable Sprint Network or Sprint 4G Network, which is depicted on the coverage maps available at www.sprint.com. Network coverage maps are good faith approximations of outdoor coverage; actual coverage area may vary. Sprint is not liable for any claim or damage related to or arising out of or in connection with any map information, including the accuracy thereof. International M2M Network coverage information is available by contacting Customer's Sprint Account Representative.

2.3 Mobile Dialing Numbers. Sprint will assign mobile dialing numbers ("MDN") to M2M Devices. For SIM Cards, the MDNs are non-dialable GSM numbers.

2.4 Sanctioned Countries. SIM Cards and M2M Services may not be deployed to, or used in, any country subject to economic sanctions or other restrictions imposed by the government of the United States or any other country having competent jurisdiction over the Agreement, unless an appropriate license has been granted therefore.

3. BILLING. Sprint will bill Customer as set forth in the Agreement. Customer expressly acknowledges that some charges incurred in a billing cycle may not appear on the invoice for that billing cycle and that those charges may appear on subsequent invoices. Unless otherwise stated, Sprint will prorate old and new Business Plan charges based on the date of change if Customer changes Business Plans during an invoicing cycle.

4. M2M DEVICES

4.1 Acquisition. Except for SIM Cards and unless specifically provided for otherwise in the Agreement, Customer will be responsible for making its own arrangements to purchase M2M Devices from a third party. Sprint will not be responsible for the M2M Devices.

4.2 Compatibility. Customer will use, and will ensure that End Users use, only M2M Devices that comply with (a) Sprint's requirements for compatibility of devices with the M2M Services and the Facilities, including the successful completion of Sprint's device certification process; and (b) all applicable FCC, federal, state, foreign government or regulatory authority requirements for compatibility of devices with the M2M Services and the Facilities. If any device used by an Employee or End User does not comply with the standards set forth in this section 4.2,

Customer will immediately terminate the service to such device. If Sprint becomes aware that any device used by an Employee or an End User does not comply with the standards set forth in this section, Sprint may immediately suspend or terminate the M2M Services used by such device.

- 4.3 No Sprint Responsibility for Customer Devices.** Sprint is not responsible for the operation, testing, maintenance, transportation, handling, transfer, loading, or unloading of any M2M Devices Customer will procure and maintain throughout the Term, adequate and appropriate insurance to insure the M2M Devices while they are in transit to or from Sprint or in Sprint's possession. Sprint is not required to make any changes, modifications, or additions to its equipment, operations, or Facilities to accommodate Customer or the M2M Devices.
- 4.4 Provision of ESN.** Before Customer makes M2M Devices available for use with the M2M Services, Customer will provide to Sprint the ESN for each M2M Device.
- 4.5 SIM Cards.** For M2M Devices operating on an International M2M Network, Customer must obtain a compatible SIM Card from Sprint.
- A.** Customer is responsible for all costs incurred by Sprint to ship SIM Cards to Customer. Sprint will invoice and Customer will pay any such costs incurred by Sprint. Risk of loss or damage to the SIM Cards will transfer to Customer upon delivery of the SIM Cards to the location designated by Customer in the applicable Order. Sprint is not responsible for any loss or damage to SIM Cards once delivered. For purposes of this section, delivery means placement of the box or pallet containing the requested SIM Cards at the receiving area of Customer's designated location.
 - B.** Title to the SIM Card will remain with Sprint or its third party carrier for the Term of the Agreement and must be deactivated upon expiration or termination of the Agreement.
 - C.** SIM Cards may only be used for M2M Services provided as part of a Bundled Service and may not be used or sold as a "GSM Gateway" device or a data only service. Sprint may suspend or deactivate any SIM Card that is not part of a Bundled Service.
 - D.** Customer may not deploy the SIM Cards within specific Geographic Regions, utilize applications to allow the M2M Device to alter steering, direct the M2M Device to a specific carrier or otherwise attempt to utilize service providers in a manner other than as directed by Sprint.

5. CUSTOMER'S RESPONSIBILITY AND LIABILITY

- 5.1 Trouble Reporting.** Customer will report any trouble with respect to the M2M Services to Sprint only upon reasonable verification that the trouble is due directly to issues with the M2M Services and not to elements or conditions within the reasonable control of Customer.
- 5.2 Fraud.** Customer will promptly notify Sprint Customer Care of any suspected fraudulent use of wireless Products or Services. Also, Customer will promptly notify Sprint Customer Care if an M2M Device is lost or stolen. Customer is responsible for all costs and procedures associated with fraudulent use of M2M Devices, M2M Services or the Bundled Service, such as subscription fraud, usage on lost or stolen M2M Devices that Customer fails to deactivate, cloning or network fraud, or fraud occurring in connection with Customer's agents, Employees, or representatives, such as Employee-related theft. Replication or cloning of physical access devices or electronic identifiers to enable multiple sessions is prohibited. At any time for fraud management, Sprint can suspend or vary the M2M Services immediately and without prior notice. In the case of suspected fraud, Sprint will attempt to contact Customer before interrupting M2M Services. Customer will cooperate with Sprint in the investigation and resolution of the incident.
- 5.3 Interference.** Customer's agents, Employees, and representatives may not interfere with the Facilities, the Sprint Networks, the Sprint 4G Network, an International M2M Network, or the M2M Services in a way as to impair the quality of service provided by Sprint to its customers, and Customer will be liable for any interference caused by End Users. Notwithstanding this

prohibition, upon discovery of interference by either Sprint or Customer, the party discovering the interference will promptly notify the other party, and Customer will promptly order the agent, Employee, representative, or End User to cease the act(s) constituting the interference. Sprint, concurrent with notice to Customer, may suspend or terminate the M2M Services to Customer or the End User and require Customer to take appropriate action to eliminate the use or interference by Customer, the agent, Employee, representative, or End User.

5.4 Responsibility for Customer's Vendors/Contractors. Customer may request that Sprint work with one or more of Customer's vendors or contractors in order for Sprint to help facilitate Customer's provisioning of the M2M Services, and if Sprint works with such vendor or contractor, in all such cases Customer is responsible for the actions of such vendors or contractors.

5.5 Data Protection and Privacy.

A. Compliance with Law. Customer is responsible for complying with all applicable data protection and privacy laws and regulations with respect to any personal data of an Employee or End User that Customer may process in connection with the use of an M2M Device or M2M Service. Sprint does not represent or warrant, and nothing in this Annex or the Agreement will be construed to mean, that any Sprint Products, Services or notices that Sprint requests Customer to provide to Employees or End Users, will put or keep Customer in compliance with any laws, rules, or regulations.

B. Location Based Services. To the extent an M2M Device involves a Location Based Service, Customer must ensure that each Employee and End User using such device is properly notified in accordance with the CTIA Best Practices and Guidelines for Location-Based Services, which can currently be found at http://files.ctia.org/pdf/CTIA_LBS_Best_Practices_Adopted_03_10.pdf. In addition, for International M2M Services, Customer must provide any applicable notification and comply with all regulatory rules or requirements, statutes or obligations applicable to Location Based Services in the jurisdiction where the International M2M Services are provided.

C. Use Information. Customer (i) is fully responsible for any unauthorized collection, disclosure, disposal or use of, or access to, personal data in Customer's possession or under Customer's control that relates to an Employee's or End User's use of the M2M Device including, without limitation, location information; (ii) will implement administrative, physical, and technical safeguards to protect the same; (iii) will maintain an up-to-date privacy policy that fully explains (a) what information it collects about its Employees and End Users, (b) how it uses that information, (c) how it secures that information, and (d) to whom it discloses that information; and (iv) will comply with all applicable laws, including without limitation data security, privacy, marketing, and consumer protection laws as applicable within the United States, as well as with applicable data protection and privacy laws and regulations with respect to any personal data that Customer may process with respect to an Employee or End User.

5.6 Export Laws. Customer will comply with all relevant export control laws, orders, regulations and restrictions including, but not limited to, those imposed by the United States of America, the United Nations, or the European Union.

5.7 Responsibility for End Users and the Bundled Service.

A. End Users. If Customer is providing a Bundled Service, Customer is responsible and liable for all services necessary to provide the Bundled Service, such as End User credit verification, billing, collection, customer service and support, and all risks and expenses in connection with, related to, or arising out of the provision of the Bundled Service. Customer will not direct any End Users to Sprint for any customer care issues. Customer will not make any representation, warranty, or covenant to any End User that

would misrepresent or conflict with the Agreement. Customer may provide written terms and conditions of service to End Users.

- B. Subpoena Compliance.** If Customer receives a subpoena relating to End User billing records or any End User information, Customer will comply with the subpoena. If the subpoena requests information not in Customer's possession, Customer will promptly contact Sprint for assistance in compliance with the subpoena. If Customer either: (i) fails to comply with the subpoena; or (ii) when applicable, fails to promptly contact Sprint for assistance, and if Sprint is fined as a result of Customer's failure described in (i) or (ii) above, Customer will reimburse Sprint for the amount of the fine.
- C. Electronic Surveillance.** If Customer receives a court order relating to electronic surveillance of an End User, Customer will comply with the court order and will promptly contact Sprint for technical assistance in performing the electronic surveillance and will provide any additional information that Sprint requests related to the surveillance, including the court order. If Customer either: (i) fails to comply with the court order; or (ii) fails to promptly contact Sprint for technical assistance in performing the electronic surveillance, and if Sprint is fined as a result of Customer's failure described in (i) or (ii) above, Customer will reimburse Sprint for the amount of the fine. If Sprint receives a court order relating to a subpoena or electronic surveillance of an M2M Device or an End User, Customer will promptly cooperate with all of Sprint's requests.

5.8 Insurance.

- A. Required Coverages.** If Customer is providing a Bundled Service, Customer will provide and maintain at its own expense the following insurance against liability arising in any way out of the provision of the Bundled Service: (i) Commercial General Liability insurance (including but not limited to, contractual liability insurance) with a limit of \$1,000,000 for any one occurrence, \$2,000,000 General Aggregate, (ii) Workers' Compensation in compliance with the laws of the state(s) wherein Customer's operations occur, with Employers Liability insurance in the amount of \$500,000 each accident, \$500,000 by Disease each employee and \$500,000 by Disease, Policy limit; (iii) Business Automobile Liability insurance covering all vehicles used in connection with Customer's operations with a combined single limit of \$1,000,000; and (iv) Umbrella form excess liability insurance with limits of not less than \$5,000,000. All policies will be "occurrence" form.
- B. Policy Requirements.** All insurance policies will be issued by companies authorized to transact business in the state(s) where the Bundled Service will be provided and who hold a current rating of not less than **A-, VII** according to A.M. Best. Sprint will be named as an additional insured on all liability insurance policies required herein. Each insurance policy will contain a waiver of subrogation in favor of Sprint. Each insurance policy will be endorsed to give Sprint at least 30 days' prior written notice of cancellation, and Customer agrees that it will immediately notify Sprint of any reduction or possible reduction in the limits of any such policy where such reduction, when added to any previous reduction, would reduce coverage below the limits required herein. Customer's insurance will be primary for services provided under the Agreement while Sprint's insurance will be excess and non-contributory to any insurance coverage provided by Customer.
- C. Proof of Insurance.** Customer will provide proof of insurance either in the form of a Certificate of Insurance (ACORD form 25 or equivalent) or a web based Memorandum of Insurance. Such proof will be provided within 15 days of Sprint's provision of M2M Services to Customer, and again within 15 days of the renewal or replacement of each policy. Certificates will be sent to:

Sprint Corp.
KSOPHT0101-1A432

6391 Sprint Pkwy
Overland Park, KS 66251

- D. Subcontractors.** Customer will require any subcontractor working for Customer in connection with Customer's operations to meet all of the above insurance requirements, including providing a Certificate of Insurance and including Sprint as an additional insured on all liability policies.
- 6. MODIFICATIONS.** Sprint may, in its reasonable discretion, change or update the Facilities or Sprint's operations, equipment, software, procedures, or services. Sprint will not be liable if those modifications, changes, or updates require changes to, updates of, or modifications of M2M Device, other devices, or other products, accessories, systems, or procedures.
- 7. INDEMNIFICATION**
- 7.1 Customer Indemnification for Bundled Services.** If Customer is providing a Bundled Service, then in addition to any other applicable indemnification provisions contained in the Agreement, Customer will indemnify and defend Sprint, Sprint's directors, officers, employees, agents, and their successors and assigns (separately and collectively, the "**Sprint Indemnitee**"), from and against all claims or complaints for damages, losses, liabilities or expenses (including any penalty, interest, and reasonable attorneys' fees), relating to or arising out of Customer's provision of the Bundled Service or an End User's use of the M2M Services or Bundled Services, including without limitation, claims or complaints related to or arising out of the following:
- A.** libel, slander, infringement of copyright, or invasion of privacy from the material transmitted over the Facilities by Customer or its End Users;
 - B.** Customer's breach of its obligations in section 2.4 ("Sanctioned Countries") or section 5.5 ("Data Protection and Privacy");
 - C.** any wiretapping or other surveillance that Customer may direct Sprint to undertake; or
 - D.** coverage maps, performance, quality, functionality, or any other claim related to the Bundled Service.
- 7.2 Sprint Rights.** The provisions related to limitations of liability in the Agreement do not apply to Customer's obligations under this section 7. If Customer fails to indemnify Sprint as provided in this section 7, Sprint may exercise against Customer any right or remedy under the Agreement and any other right or remedy that Sprint may have (now or hereafter existing) at law, in equity, or under statute.
- 8. EARLY TERMINATION BY SPRINT.** If Sprint ceases to be permitted by a governmental authority to provide M2M Services and such event would materially impact Sprint's ability to provide M2M Services to Customer, Sprint may terminate the affected M2M Services without any liability by giving Customer at least 30 days' prior written notice.
- 9. DEFINITIONS**
- 9.1 "Bundled Service"** means the non-Sprint branded service provided by Customer to End Users, and which combines M2M Devices, the M2M Services provided to Customer by Sprint under the Agreement, and the unique services provided by Customer, as more specifically described in the Agreement.
- 9.2 "End User"** means any third party using the Bundled Service.
- 9.3 "ESN"** means the electronic serial number for each M2M Device in a form satisfactory to Sprint.

- 9.4 “Facilities”** means the telecommunications switching equipment, cell site transceiver equipment, connecting circuits, software, third party networks, and other equipment installed, maintained, expanded, modified, or replaced by Sprint to provide M2M Services.
- 9.5 “Geographic Region”** means the regional locations, if any, identified in the applicable pricing attachment for International M2M Services.
- 9.6 “International M2M Network”** means the network(s) described in the applicable pricing attachment and that are utilized by Sprint to provide M2M data connectivity outside of the United States via one or more SIM Cards or Sprint-approved chipsets embedded within an M2M Device.
- 9.7 “International M2M Services”** means M2M Services provided over the International M2M Network and includes SIM Cards or service-specific chipsets or cards necessary for the M2M Services to operate on the International M2M Network.
- 9.8 “M2M Device”** means a device that operates on the Nationwide Sprint Network, Sprint 3G Network, Sprint 4G Network, or an International M2M Network; that has been approved and certified by Sprint for use with M2M Services; and that (a) Employees use with M2M Services, or (b) has been integrated, by Customer, into the Bundled Service, in each case in a manner that has been approved by Sprint.
- 9.9 “M2M Services”** means the data-only service that operates on the Sprint Networks, the Sprint 4G Network, or an International M2M Network that allows machines to transport data to other machines in a predetermined process provided to Customer by Sprint as described in the Agreement.
- 9.10 “SIM Card”** means the card or chipset provided by Sprint for the M2M Services to interoperate with International M2M Networks, in accordance with this Annex and the Agreement.
- 9.11 “Sprint Networks”** means the Nationwide Sprint Network and/or Sprint 3G Network used by Sprint to provide the M2M Services.

SPRINT DATA LINK PRODUCT ANNEX (REV12-3-10)

The following terms and conditions in this Sprint Data Link Product Annex ("Annex"), together with the applicable Sprint GSA IT Schedule 70 contract number GS-35F-0329L ("Agreement") under which Customer is purchasing Sprint Data Link, and the agreement ("Wireline Agreement") under which Customer purchased wireline services from Sprint needed to operate Sprint Data Link (if purchased from Sprint), govern Sprint's provision of Sprint Data Link to Customer. Terms not otherwise defined herein will have the meanings set forth in the Agreement and Wireline Agreement.

1. DESCRIPTION

- 1.1 Sprint Data Link requires a dedicated connection between the Sprint 3G Network or Sprint 4G Network and Customer's wireline network. Customer has three options for this dedicated connection: MPLS VPN, IP VPN or SprintLink Frame Relay. A Wireless Data Connection Device, certified OEM (Original Equipment Manufacturer) data device or certified telemetry device is used to connect wirelessly to Customer's wireline network. Customer must have MPLS VPN, IP VPN or SprintLink Frame Relay services under the Wireline Agreement or through another provider acceptable to Sprint, in Sprint's sole discretion.
- 1.2 Connection from the wireless device is established through a user name and password-protected login. Keying on the domain portion of the user name – for example, @yourcompany.com – the Sprint AAA (Authentication, Authorization and Accounting) Server proxies authentication to the AAA Server hosted by Sprint, or to the AAA behind Customer's firewall through a secure VPN tunnel or SprintLink Frame Relay PVC that's established between the Sprint 3G Network or Sprint 4G Network and the Customer's wireline network. Once the AAA Server completes device authentication, Sprint assigns an IP Address to the device. Wireless access to Customer's network is then available via the VPN or SprintLink Frame Relay PVC.

2. IMPLEMENTATION OPTIONS; USAGE

- 2.1 Customer must choose either the Sprint Data Link via MPLS VPN, IP VPN or the Sprint Data Link via SprintLink Frame Relay. If Customer purchases either of these connections from Sprint, Customer must execute the separate Wireline Agreement for that connection. Pricing and terms and conditions for MPLS VPN, IP VPN or SprintLink Frame Relay are described under the separate terms of Customer's Wireline Agreement.
- 2.2 Once the Wireline Agreement and Agreement are executed, Sprint will start the implementation process designed to support the Sprint Data Link component of Customer's services. During this process, the Sprint Business Implementation Management team will work with Customer to develop an implementation timeline that will be jointly agreed to prior to the execution of the implementation process. This timeline will include target delivery dates for all service components. Customer may be responsible for implementation charges.

Option 1 - Sprint Data Link via IP VPN

This Service will allow Customer to connect its network with the Sprint 3G Network or Sprint 4G Network via IPSec VPN over the Internet. Sprint uses the IPSec protocol to encapsulate Customer's data in secure IP packets for transport across the Internet. Customer's data will also be encrypted using the 3DES encryption algorithm. Customer must have a VPN appliance that is capable of terminating IPSec protocol, and AAA Server running RADIUS, and Internet Access.

Option 2 - Sprint Data Link via SprintLink Frame Relay

This Service will allow Customer to connect its network to the Sprint 3G Network or Sprint 4G Network by using a SprintLink Frame Relay virtual circuit (PVC).

Option 3 - Sprint Data Link via MPLS VPN

This Service will allow Customer to connect its network to the Sprint 3G Network or Sprint 4G Network via a network based IP VPN across Sprint's IP/MPLS backbone.

- 2.3 Use of Sprint Data Link requires certain certified devices and software, including Wireless Data Connection Devices, Sprint SmartView ("SSV") and Sprint Connection Manager ("SCM") Software, which are subject to software, memory, storage or other limitations. Customer already has the relevant devices and software that is capable of Sprint Data Link operation. Not all applications and services work, or work the same, on all Sprint Data Link enabled devices.
- 2.4 In the standard implementation, Sprint Data Link is not available when roaming off the Sprint 3G Network or Sprint 4G Network. If Customer chooses to use the Sprint Data Link in a roaming environment, Customer is responsible for protecting its own information and for its own privacy. Sprint is not responsible for any lost Customer data, information, or materials while roaming in a non-Sprint network. The Customer agrees that Sprint is not responsible for any breach of corporate information while using Sprint Data Link when roaming.
- 2.5 Sprint is not responsible for any opinions, advice, statements, services applications or other information provided by third parties and accessible through Sprint Data Link. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through Sprint Data Link. Sprint is not responsible for any lost Customer data, information, or materials. Customer is responsible for evaluating such content. Connections to the Internet via Sprint Data Link may result in the disclosure to others of the user's email address and other personal information. Customer is responsible for protecting its own information and for its own privacy and acknowledges that due to such disclosures, its users may receive advertising, warnings, alerts and other messages, including broadcast messages.

3. IP ADDRESSING OPTIONS; SPRINT HOSTED AUTHENTICATION SERVICE

3.1 **Customer Specific IP Addresses.** Customer can designate a range of private IP Addresses to be assigned to their mobile users. Sprint offers either static IP addresses or dynamic IP addresses.

- A. Static IP Address. Each time a Wireless Data Connection Device authenticates and connects to the Sprint 3G Network or Sprint 4G Network, the Sprint 3G Network or Sprint 4G Network will assign the same IP Address to the device from the designated range.
- B. Dynamic IP Address. Each time the Wireless Data Connection Device authenticates and connects to the Sprint 3G Network or Sprint 4G Network, the Sprint 3G Network or Sprint 4G Network will dynamically assign an IP Address to the device from the designated range. The IP address is released back to the customer specific IP Address pool upon disconnection from the Sprint 3G Network or Sprint 4G Network.

3.2 **Sprint Data Link - Hosted RADIUS Authentication Service.** Sprint's Hosted RADIUS Authentication service provides Customer a hosted username and password management solution for their remote access users. Remote users authenticate on one of two redundant Sprint AAA servers while remote access administrators facilitate username/password management, of multiple transports types, on a single Sprint hosted Remote Access Authentication System (RAAS) or tool. Authentication database – Native RADIUS, Active Directory, LDAP, any SQL-based solution.

- A. Redundant Sprint AAA servers are located in Lenexa, KS. and Lee Summit, MO. The RAAS application is Oracle based and is located in a highly secure strong DMZ environment in Lenexa, KS.
- B. Authentication administrators through the RAAS system will have the ability to:

- (1) Change passwords for existing users

- (2) Control the addition and deletion of users (up to the maximum limit purchased)
- (3) Control RADIUS authentication via policy management and profile groups
- (4) Reset forgotten passwords
- (5) Sprint provides authentication administrators RAAS Tier 1 support for application questions
- (6) Sprint maintains the server infrastructure providing both AAA RADIUS authentication and username/password management (RAAS)

4. **PARTIES' RESPONSIBILITIES.** In addition to the parties responsibilities outlined in the Agreement, the parties **commit** to the following:

4.1 Customer must:

- A. Provide a Customer-owned, ARIN-registered domain (e.g., acme.com) for designating routing through the Sprint 3G Network or Sprint 4G Network;
- B. If Customer does not subscribe to Sprint's Hosted RADIUS Authentication service, Customer must provide a AAA server that runs the RADIUS protocol and support RADIUS (UDP port 1812-auth and 1813-accounting) and MD5 CHAP AAA service must either utilize public IP addresses or NAT. Sprint Data Link must utilize either (i) public IP addresses or (ii) NAT;
- C. Provide and provision user profiles (usernames and passwords) on Sprint or Customer-provided AAA server. Customer will also be responsible for configuring their AAA server;
- D. Provide a VPN termination appliance or appliances that can support two IPSec connections (VPN Option only);
- E. Provide a connection from VPN appliance or appliances to the Internet (VPN Option only);
- F. Configure their VPN appliance or appliances to establish two IPSec tunnels to Sprint's redundant VPN gateways (VPN Option only);
- G. Configure their AAA server, internal routers, router(s), and firewall as part of the initial set up of Sprint Data Link. Customer will exchange AAA shared secret values with Sprint in order to set up proxy authentication between AAA servers;
- H. Provide a designated contact person(s) to meet with Sprint as needed to discuss issues relating to Sprint Data Link and appropriate subject-matter experts and/or administrators of the VPN appliance, Frame Relay Access Device ("FRAD"), the AAA server, internal router, and Customer firewall. Administrators will be readily available to assist Sprint in the setup and troubleshooting of any bugs or issues. If necessary, Customer will also be responsible for escalating to any vendor of Customer equipment in the case that Customer subject-matter experts are unable to configure a device or resolve an issue or bug;
- I. Make the appropriate subject-matter experts available and be responsible for providing contact information for those individuals; and
- J. Configure its network system to allow Sprint to authenticate the Wireless Data Connection Device, certified OEM (Original Equipment Manufacturer) data device or certified telemetry device to allow access to Customer's application systems to be wirelessly accessed by Customer's end-users.

4.2 Sprint will provide:

- A. SprintLink Frame Relay port and PVC or MPLS VPN port, local access and router (the routers will be available for lease or purchase), as needed and as agreed to in the Wireline Agreement unless Customer provides its own, Sprint-approved connection;
- B. Up to two appropriate resources for deploying and supporting Sprint Data Link;
- C. Issue tracking during implementation;
- D. Process for Customer to contact deployment and support personnel;
- E. Instruction and guidance on the configuration of the VPN appliance, FRAD, AAA server, firewall, and users; and
- F. A customized copy of the Sprint Connection Manager software.

5. SPRINT SMARTVIEW and SPRINT CONNECTION MANAGER SOFTWARE

5.1 Ownership. SSV and SCM Software are the property of or licensed to Sprint. Sprint retains all rights, title and interest in and to the SSV and SCM and any copies thereof, including all improvements, updates, modifications, or enhancements to the SSV and SCM (including any changes which incorporate any ideas, feedback or suggestions of Customer). All rights not specifically granted to Customer herein will be reserved to Sprint.

5.2 License Grant. Sprint grants Customer a temporary, nonexclusive, nontransferable, revocable license to use SSV or SCM and associated applications solely for the Services provided under the Agreement during the term thereof. Any other use of the SSV or SCM and associated applications is expressly prohibited.

6. CUSTOMER RESTRICTIONS

6.1 Customer will not:

- A. Modify, translate, adapt, reverse engineer, decompile, disassemble, or otherwise translate or create derivative works based on Sprint Data Link, SSV or SCM, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Sprint).
- B. Use Sprint Data Link, SSV, or SCM to provide any facility management, time sharing, service bureau, or other similar services to third parties.
- C. Rent, lease or sublicense Sprint Data Link, SSV, or SCM to a third party. Any attempted rental, lease or sublicense in violation of this Agreement will be void.
- D. Release benchmarks or other comparisons of Sprint Data Link or distribute, disclose, market, or transfer any information (i) relating to the results of Customer's use of Sprint Data Link including the performance, function, use or quality of Sprint Data Link, or the existence of defects, bugs, or deficiencies of any kind in Sprint Data Link; or (ii) contained in any documentation, report, or questionnaire of Sprint.

7. SPRINT DATA LINK SUPPORT MODEL

7.1 Customer Support (Tier 1)

- A. If a user of Sprint Data Link has a problem accessing the Customer's enterprise systems, that user must first contact the Customer's help desk or support group per the procedures outlined and communicated during initial rollout of Sprint Data Link.
- B. Customer will provide Tier 1 support for its users of Sprint Data Link including: taking the initial call, gathering critical information, and initiating the triage process. If triage is unsuccessful, then the designated help desk or support group should escalate via a phone call to the Sprint Tier 2 Technical Support group for additional support.

7.2 Sprint Customer Solutions Support (Tier 2)

- A.** The Sprint Tier 2 Technical Support group will receive calls from the designated Customer Help Desk or support group personnel. This support model establishes a single point of communication and ensures customer Help Desk or support group personnel are aware of the status of any open issues and can implement any ad-hoc triage plans or processes. The Sprint Tier 2 specialist will act as a liaison to the technical support personnel who will work to resolve any and all open issues based on their assigned severity levels.
- B.** If Customer's Help Desk or support group personnel experiences problems or are unable to triage any issues with the Sprint Data Link product, they will need to contact the Sprint Tier 2 Technical Support group via a telephone call to communicate the issue and open a trouble ticket. Sprint Tier 2 Technical Support is available 24 hours a day, seven days a week for Sprint Data Link support at the Sprint-provided technical support contact numbers.
- C.** When Customer calls the Customer Service Center (CSC), the following information will need to be provided (at a minimum):
- (1) What is Customer's name?
 - (2) Is the caller available 24X7? If not is there an alternate contact?
 - (3) Contact's phone number
 - (4) What type of problem is the Customer having?
 - (5) What Sprint Data Link, SSV, or SCM software version is the Customer using?
 - (6) How many users are affected?
 - (7) What error message is being described? If none describe symptom
 - (8) Describe the troubleshooting steps taken
 - (9) Is the activation greater than 36 hours?
 - (10) Is the Customer trying to connect by pressing "Connect" or "Go" on the Sprint Data Link, SSV, or SCM software and the error then occurs? Or are they trying to log into a specific application after they have been connected and then receive the error?
 - (11) What data activities were you able to perform?
 - (12) Number of failed attempts?
 - (13) Computer or device type?
 - (14) Call direction – stationary or moving?
 - (15) What is the user's realm? (information after the "@" sign)
 - (16) What type of Wireless Data Connection Device, certified OEM (Original Equipment Manufacturer) data device or certified telemetry device are you using?
- D.** The Sprint Tier 2 Technical Support Specialist will provide Customer the assigned severity code for the issue, a ticket number, and information regarding when you will be contacted next and by whom. If the call is not your initial one, please have your existing trouble ticket number available for the Sprint Tier 2 Support Specialist.

EMERGENCY RESPONSE TEAM GO-KIT PRODUCT ANNEX (REV 7-1-13)

1. **PROVISION OF SPRINT PRODUCTS AND SERVICES.** All terms and conditions in this Emergency Response Team Go-Kit Product Annex ("Annex") together with the Sprint GSA IT Schedule 70 contract number GS-35F-0329L ("Agreement") under which Customer is purchasing the Emergency Response Team Go-Kit(s) ("ERT Go-Kit(s)") apply to and govern Sprint's provision of the ERT Go-Kit(s) which Customer purchases from Sprint pursuant to this Annex unless otherwise specified. Terms not otherwise defined in this Annex will have the meanings set forth in the Agreement.
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, Smart Phones, 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 11.3 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 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 and the GSA Schedule pricing sheet 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 30 days 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 and listed on the GSA Schedule. 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 and on the GSA Schedule contract. Unless otherwise stated in this Annex, plan pricing in this Annex and on the GSA Schedule contract reflects net of all discount.

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.
Smartphone with no minimum service term	TBD	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) NOT ON PRICING SHEET	\$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.

SPRINT MOBILE INTEGRATION PRODUCT ANNEX (07-01-2013)

The following terms and conditions in this Sprint Mobile Integration Product Annex ("Annex"), together with the applicable Sprint GSA IT Schedule 70 contract number GS-35F-0329L ("Agreement"), govern Sprint's provision of Sprint Mobile Integration to Customer. Capitalized terms are defined in the Definitions section at the end of this Annex if not otherwise defined in the Agreement. If a conflict exists between the terms and conditions in this Annex and the Agreement, the Annex will control.

1. PRODUCT DESCRIPTION

- 1.1 General.** Sprint Mobile Integration is powered by Cisco, Avaya or Tango Abrazo solutions and extends select features and functionality of Customer's premise-based PBX(es) ("Communications Manager") to Customer's Sprint Mobile Integration-enabled Sprint Phones ("Mobile Integration Phones"). Depending on Customer's Sprint Mobile Integration design ("Design"), Sprint Mobile Integration may utilize multiple Communications Managers and a mixture of Cisco, Avaya or Tango Abrazo solutions.
- 1.2 Integrated Features.** Sprint Mobile Integration includes the following features:
- A. One Phone Number.** Calls to a user's Enterprise Phone number (the "Mobile Integration Phone Number") will ring simultaneously to the user's Mobile Integration Phone if Customer selects the simultaneous ring option.
 - B. One Integrated Voicemail System.** Customer may use one voicemail system based on Customer's enterprise voicemail system for managing calls that ring to Customer's Enterprise Phone or to Customer's Mobile Integration Phones. Sprint voicemail is disabled on Mobile Integration Phones. Voicemail messages left on a Mobile Integration Phone or an Enterprise Phone are routed to Customer's voicemail system. Sprint does not provide voicemail with Sprint Mobile Integration.
 - C. Mid-Call Transfer.** Users of Mobile Integration Phones may seamlessly move live calls to and from their associated Enterprise Phones.
 - D. Call Pick-Up.** Users of Mobile Integration Phones may answer live calls either on their Enterprise Phone or Mobile Integration Phone.
 - E. Check In / Check Out.** Users of Mobile Integration Phones may disable or enable simultaneous ringing.
 - F. Class of Control.** Users of Sprint Mobile Integration may have enterprise PBX restrictions applied to incoming or outgoing calls.
 - G. Outbound Routing Diversity.** Users of Sprint Mobile Integration will have mobile to PSTN calls routed through the Nationwide Sprint Network.
 - H. Wireless Only.** Users of Sprint Mobile Integration may have a mobile phone without an Enterprise Phone.
- 1.3 PBX Features.** Sprint Mobile Integration includes the following PBX Features:
- A. Abbreviated Dialing.** Customer may use abbreviated dialing directly from a Mobile Integration Phone to contact another individual on Customer's Communications Manager or another Mobile Integration Phone within Customer's enterprise. Abbreviated dialing typically uses the same dial pattern as abbreviated calls dialed from Customer's Communications Manager (i.e., 4, 5, 6, 7 or 8 digits).
 - B. Enterprise Phones.** Customer may eliminate Enterprise Phones and still have Communications Manager functionality from Customer's Mobile Integration Phones.

2. CUSTOMER RESPONSIBILITIES

2.1 Equipment

A. Required Equipment. In order to receive the benefits of Sprint Mobile Integration, Customer must work with Sprint and the applicable Cisco, Avaya or Tango Networks professional services teams, or the professional services team of a Sprint-approved value added reseller, to install and configure the following required Customer premise based equipment:

- (1) For Sprint Mobile Integration with Cisco, a Cisco Unified Communications Manager release 6.1.2-1000-13 or later 6.X release that is Sprint qualified to operate with Sprint Mobile Integration and a Cisco Unified Border Element (“CUBE”) that is Sprint qualified to operate with Sprint Mobile Integration. Customer’s Sprint account team can provide qualification information prior to Customer placing an Order for Sprint Mobile Integration.
- (2) For Sprint Mobile Integration with Avaya, an Avaya Communication Manager 5.0 or higher and SIP Enablement Services 5.1. Customer’s Sprint Account team can provide qualification information prior to Customer placing an Order for Sprint Mobile Integration.
- (3) A SIP connection (cable) from Customer’s Cisco or Avaya equipment to the CUBE, if such connection is included in the Design.
- (4) For Sprint Mobile Integration with Tango Abrazo, one of the following Sprint-qualified IP PBXes, or another IP PBX that becomes Sprint-qualified in the future: Nortel SL-100; Nortel DMS-100; Nortel MCS5200 9.1; Nortel MCS5100 3.5; Nortel CS1000 4.5, 5.0 or 5.5; Nortel2000 SN09 or SN10; Cisco CM 4.1, 5.1, 6.1 or 7.0; Cisco UCME 7.1; Avaya CM 4.0 or 5.0; Alcatel OXE 7.1; Broadsoft Broadworks R14; Broadsoft (Sylantro) Synergy Release 4; Microsoft OCS R2 w/Exchange; Asterisk 1.2 or 1.4; or Mitel 3000. Customer’s Sprint account team can provide qualification information prior to Customer placing an Order for Sprint Mobile Integration.

B. Equipment Location. Any proposal by Customer to place any of the equipment described in subsection A in a location outside of the United States must be approved in advance by Sprint, acting in its sole discretion.

C. Wiring and Cabling. Customer’s local area network (LAN) must be compatible with Sprint Mobile Integration. Customer is solely responsible for all inside wiring, LAN switches or routers, and devices used in connection with Sprint Mobile Integration.

D. Sprint Mobile Integration-Enabling Equipment. Sprint will advise Customer on specific devices and models of equipment approved for use with Sprint Mobile Integration based on Customer’s chosen features. Sprint sells equipment under the terms of the Sprint Equipment Sales Product Annex as posted at www.sprint.com/ratesandconditions. If Customer does not wish to purchase enabling equipment, Sprint will suggest third-party financing options.

2.2 Third Party Licenses. If Customer is using a Cisco Unified Communications Manager, then Customer must obtain a Device License Unit. If Customer is using an Avaya Communication Manager, then Customer must obtain appropriate EC500 and Communication Manager licenses. Customer must obtain an Abrazo E gateway software Right to Use (hardware optional) for the Abrazo E hardware to be located on Customer’s premise and the Abrazo C hardware to be located in Tango’s data center.

2.3 Data Access and Virtual Local Area Network (VLAN). In order to use Sprint Mobile Integration, Customer must purchase Sprint Global MPLS Service. Pricing for Sprint Global MPLS Service is not included in the monthly recurring charge for Sprint Mobile Integration. Sprint will accommodate the appropriate endpoint mapping for the integration of the Mobile Integration Phones with Customer’s Communications Manager. In addition, for Tango

Abrazo implementations, Customer must also purchase the Sprint Global MPLS VPN VAS Half-Tunnel service to facilitate the connection between the Abrazo E hardware and the Abrazo C hardware.

- 2.4 Addressing.** Customer must supply the Media Access Control addresses of the session initialization protocol (SIP) phones in service. Customer also must supply public IP addresses for each gateway device. If a Customer-managed router is placed in front of a Sprint managed SIP proxy device, Customer must point the Simple Network Management Protocol (SNMP) community string of that router to a Sprint-provided IP address to enable Sprint to manage the SIP proxy device. Customer-managed routers must enable “quality of service” to prioritize voice traffic throughput.
- 2.5 Customer Premise Media Gateway or CUBE Location.** Customer must provide Sprint with the location for each Customer Premise Media Gateway (“Media Gateway Location”) and CUBE (“CUBE Location”). The Media Gateway Location, and if included in the Design, CUBE Location, must consist of a valid, verifiable street address and additional premises information. Any proposal by Customer to position a Media Gateway Location outside the United States will be subject to approval by Sprint, acting in its sole discretion. Customer must update the Media Gateway Location or CUBE Location with Sprint whenever Customer changes the physical location of a Customer Premise Media Gateway or CUBE.
- 2.6 Help Desk.** Customer must direct all support calls to Customer’s internal helpdesk or telecom manager for triage. Sprint may refuse support calls from persons other than Customer’s designated network administrators.

3. SPRINT RESPONSIBILITIES

- 3.1 Implementation.** Sprint’s implementation processes for each of Customer’s Communications Managers include:
 - A. Network Assessment.** Sprint will perform a network assessment of Customer’s existing network and equipment and develop a design statement prior to installation.
 - B. Radio Frequency Assessment.** Sprint will perform a Radio Frequency (“RF”) assessment prior to installation to ensure that each Customer location has adequate RF coverage to utilize Sprint Mobile Integration.
 - C. Wireline and Wireless Set Up and Call through Testing.** Sprint will set up the appropriate software and hardware configurable parameters at the point of the Customer enterprise where Sprint Mobile Integration has been installed and the infrastructure completed, and will provide functional testing to confirm the Service delivery aspects of Sprint Mobile Integration.
 - D. Training Materials.** Sprint will make a user guide available to Customer’s telecom managers.
- 3.2 Service Maintenance.** In order to maintain the quality of Sprint Mobile Integration, Sprint will perform preventative maintenance and software updates to the network.
 - A. “Scheduled Maintenance”** is performed for functions such as hardware and software upgrades and network optimization. Sprint will perform Scheduled Maintenance at times that are anticipated to minimize disruption of Customer’s service and activity. Sprint will use commercially reasonable efforts to provide advance notice of all Scheduled Maintenance.
 - B. “Demand Maintenance”** may occur as a result of unexpected events and is performed when Sprint Mobile Integration elements are in jeopardy. Sprint will perform Demand Maintenance at its discretion. Due to the nature of Demand Maintenance, prior notification may not be possible; however, Sprint will inform Customer when maintenance is complete.
- 3.3 Customer Support.** Sprint will provide the following Customer support in connection with

Sprint Mobile Integration:

- A. Tier 1 Help Desk support for Customer's telecom manager;
- B. Logging of the enterprise trouble ticket;
- C. Basic troubleshooting;
- D. Escalation with Sprint's vendors, if required; and
- E. Fielding features and functionality questions from Customer's telecom managers.

4. TERMINATION

- 4.1. **Third Party Support.** In addition to other rights of the parties to terminate under the Agreement, Sprint may terminate Sprint Mobile Integration in whole or in part on 30 days' prior written notice if Sprint is unable to secure continued third-party support for Sprint Mobile Integration.
- 4.2. **Second Line Calling.** For Sprint Mobile Integration with Cisco, the Mobile Integration Phone Number appears on the Enterprise Phone as a second line. Customer is prohibited from originating calls from this second line. If Sprint determines that Customer is originating calls from the second line, Sprint reserves the right to notify Customer and terminate Sprint Mobile Integration.

5. DEFINITIONS

- 5.1. **"Enterprise Phone"** means a user's enterprise desk phone or soft phone.
- 5.2. **"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.
- 5.3. **"PSTN"** means the public switched telephone network.
- 5.4. **"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.
- 5.5. **"Sprint Phone"** means a wireless device activated on the Nationwide Sprint Network.
- 5.6. **"Sprint Services"** means wireless Services provided by Sprint and authorized Sprint Service Provider Affiliates on the Nationwide Sprint Network using CDMA technology.