



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 8

to

Contract Number 071B4300011

CONTRACTOR	SPRINT SOLUTIONS, INC.
	Reston, VA 20196
	Jon Tueche
	248-388-0148
	jon.m.tueche@sprint.com
	CV0056281

STATE	Program Manager	Martin Burnett	MULTI
		517-636-6551	
		BurnettM@Michigan.gov	
	Contract Administrator	Steven Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

CONTRACT SUMMARY				
CELLULAR SERVICE CONTRACT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
November 12, 2013	October 31, 2016	2 - 1 Year	December 31, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	3 months	March 31, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$12,000,000.00	\$0.00	\$12,000,000.00		
DESCRIPTION				
Effective December 21, 2020, this contract is hereby extended through March 31, 2021 per Amendment #4 to contract #1907 between NASPO-ValuePoint and the State of Nevada. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency Agreement, DTMB Central Procurement Services approval.				

For Purchasing Use Only:

RFP/CONTRACT # 1907

AMENDMENT #4 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Contact: Teri Becker
Phone: (775) 684-0178 Fax: (775) 684-0188
Email: tbecker@admin.nv.gov

and

Sprint Solutions, Inc.
12502 Sunrise Valley Drive
Mailstop: VARESA0208
Reston, VA 20196
Contact: Michaela Clairmonte
Phone: (703) 433-8581 Fax: (703) 433-8798
Email: Michaela.clairmonte@sprint.com

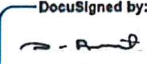
1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable considerations, all provisions of the contract between the above-referenced parties resulting from Request for Proposal #1907 and dated April 12, 2012, remain in full force and effect with the exception of the following:

A. The Contract term shall be extended to March 31, 2021 to allow time for execution of the new NASPO ValuePoint Contract Number CJ 18012. During the extended time, from January 1, 2020 through March 31, 2021, no Product Addition Requests or new Participating Addenda will be accepted under Master Contract Number 1907.

2. INCORPORATED DOCUMENTS. The Contract is incorporated herein by reference.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the NASPO Directors.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

DocuSigned by:

Independent's Contractor's Signature Date 12/3/2020

Vice President
Independent's Contractor's Title


Kevin D. Doty, Acting Administrator, State of Nevada 12/4/2020

APPROVED BY NASPO Directors

On _____

Approved as to form by:

(Date)


Deputy Attorney General for Attorney General

On 3 Dec 20
(Date)

Approved by: DocuSigned by:

Kevin Creed
Sprint Solutions, Inc. Legal Dept.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **7**

to

Contract Number **071B4300011**

CONTRACTOR	SPRINT SOLUTIONS, INC.
	Reston, VA 20196
	Jon Tueche
	248-388-0148
	jon.m.tueche@sprint.com
	CV0056281

STATE	Program Manager	Martin Burnett	MULTI
		517-636-6551	
		BurnettM@Michigan.gov	
	Contract Administrator	Steven Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

CONTRACT SUMMARY				
CELLULAR SERVICE CONTRACT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
November 12, 2013	October 31, 2016	2 - 1 Year		December 31, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card		<input checked="" type="checkbox"/> PRC		<input type="checkbox"/> Other
				<input checked="" type="checkbox"/> Yes
				<input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	12 months	December 31, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$12,000,000.00	\$0.00		\$12,000,000.00	
DESCRIPTION				
Effective November 27, 2019, this contract is hereby extended through December 31, 2020 per Amendment #3 to contract #1907 between NASPO-ValuePoint and the State of Nevada. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency Agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on November 5, 2019.				

AMENDMENT #3 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Contact: Teri Becker
Phone: (775) 684-0178 Fax: (775) 684-0188
Email: tbecker@admin.nv.gov

and

Sprint Solutions, Inc.
12502 Sunrise Valley Drive
Mailstop: VARESA0208
Reston, VA 20196
Contact: Michaela Clairmonte
Phone: (703) 433-8581 Fax: (703) 433-8798
Email: Michaela.clairmonte@sprint.com

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the contract between the above-referenced parties resulting from Request for Proposal #1907 and dated April 12, 2012, remain in full force and effect with the exception of the following:

A. The Contract term shall be extended to December 31, 2020 to allow time for execution of the new NASPO ValuePoint Contract Number CJ 18012. During the extended time, from January 1, 2020 through December 31, 2020, no Product Addition Requests or new Participating Addenda will be accepted under Master Contract Number 1907.

2. **INCORPORATED DOCUMENTS.** The Contract is incorporated herein by reference.

3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the NASPO Directors.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Kimberly Green-Kerr 7/16/19
Independent Contractor's Signature Date

Kimberly Green-Kerr, Senior Vice President, Sprint Business Solutions
Independent's Contractor's Title

Kevin D. Doty 8/5/19
Kevin D. Doty, Acting Administrator, State of Nevada

APPROVED BY NASPO Directors

On _____

Approved as to form by:

(Date)

Ally D. McManis
Deputy Attorney General for Attorney General

On 5 Aug 19
(Date)

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909



CONTRACT CHANGE NOTICE

Change Notice Number **6**
 to
 Contract Number **071B4300011**

CONTRACTOR	SPRINT SOLUTIONS, INC.
	Reston, VA 20196
	Jon Tueche
	248-388-0148
	jon.m.tueche@sprint.com
	CV0056281

STATE	Program Manager	Linda Baker	MULTI
		517-636-0435	
		bakerl@michigan.gov	
	Contract Administrator	Steve Rigg	DTMB
		(517) 249-0454	
		riggs@michigan.gov	

CONTRACT SUMMARY				
CELLULAR SERVICE CONTRACT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
November 12, 2013	October 31, 2016	2 - 1 Year	June 30, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	6 months	December 31, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$12,000,000.00	\$0.00	\$12,000,000.00		
DESCRIPTION				
Effective June 11, 2019, this contract is hereby extended through 12/31/2019 per Amendment #2 to contract #1907 between NASPO-ValuePoint and the State of Nevada. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency Agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 6/11/2019.				

For Purchasing Use Only:

RFP/CONTRACT # 1907

AMENDMENT #2 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Contact: Teri Becker
Phone: (775) 684-0178 Fax: (775) 684-0188
Email: tbecker@admin.nv.gov

and

Sprint Solutions, Inc.
12502 Sunrise Valley Drive
Mailstop: VARESA0208
Reston, VA 20196
Contact: Michaela Clairmonte
Phone: (703) 433-8581 Fax: (703) 433-8798
Email: Michaela.clairmonte@sprint.com

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable considerations, all provisions of the contract between the above-referenced parties resulting from Request for Proposal #1907 and dated April 12, 2012, remain in full force and effect with the exception of the following:

A. The Contract term shall be extended to December 31, 2019 to allow time for execution of new Participating Addenda. During the extended time, from July 1, 2019 through December 31, 2019, no Product Addition Requests will be accepted.

2. INCORPORATED DOCUMENTS. The Contract is incorporated herein by reference.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the NASPO Directors.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Kimberly Green-Kerr

Senior Vice President, Sprint Business Solutions

Independent Contractor's Signature

Date

Independent's Contractor's Title

[Signature]
Jeffrey Haag, Administrator, State of Nevada

3-22-2019

APPROVED BY NASPO Directors

On _____

Approved as to form by:

(Date)

[Signature]
Deputy Attorney General for Attorney General

On 18 Mar 19
(Date)

Amendment 1

Approved by
Public Sector Legal
as to legal form

Page 1 of 1

KAC 2-28-19



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **071B4300011**

CONTRACTOR	SPRINT SOLUTIONS INC.
	12502 Sunrise Valley Dr.
	Reston, VA 20196
	Jon Tueche
	248-388-0148
	jon.m.tueche@sprint.com
	CV0056281

STATE	Program Manager	Linda Baker	MULTI
		517-636-0435	
		bakerl@michigan.gov	
	Contract Administrator	Steve Rigg	DTMB
		(517) 249-0454	
		riggs@michigan.gov	

CONTRACT SUMMARY

CELLULAR SERVICE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
November 12, 2013	October 31, 2016	2 - 1 Year	October 31, 2018
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card	<input checked="" type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	8 Months	June 30, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$12,000,000.00	\$0.00	\$12,000,000.00		

DESCRIPTION

Effective September 10, 2018, this contract is hereby extended 8 months through June 30, 2019 per attached Amendment #1 between the lead State of Nevada and Sprint Solutions. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement, and DTMB Central Procurement Services approval.

For Purchasing Use Only:

RFP/CONTRACT # 1907

AMENDMENT #1 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Contact: Teri Becker

Phone: [REDACTED]

Email: [REDACTED]

and

Sprint Solutions, Inc.
12502 Sunrise Valley Drive
Mailstop: VARESA0208
Reston, VA 20196
Contact: Michaela Clairmonte
Phone: (703) 433-1234 [REDACTED]
Email: [REDACTED]

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable considerations, all provisions of the Contract between the above-referenced parties resulting from Request for Proposal #1907 and dated April 12, 2012, remain in full force and effect with the exception of the following:

A. Pursuant to Section 3, the parties hereby exercise the option to extend the Contract for an additional two (2) years beyond the Initial Term from October 31, 2016 to October 31, 2018. In addition, the newly extended Contract term shall also be extended for an additional eight (8) months from October 31, 2018 to June 30, 2019 to coincide with Universal Service Administrative Company (USAC) filing and funding requirements for FCC Schools and Library (E-Rate) Program customers.

2. INCORPORATED DOCUMENTS. The Contract is incorporated herein by reference.

3. REQUIRED APPROVAL. This amendment to the original Contract shall not become effective until and unless approved by the WSCA-NASPO Directors.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original Contract to be signed and intend to be legally bound thereby.

[REDACTED]
Independent Contractor's Signature _____ Date _____
Matt Carter

[REDACTED]
President, Enterprise Solutions

[REDACTED]
Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA-NASPO Directors

On _____
(Date)

Approved as to form by:

[REDACTED]
Deputy Attorney General for Attorney General

Sprint — Approved
as to Legal Form
KAC — 13 May 2014





STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **071B4300011**

CONTRACTOR	SPRINT SOLUTIONS INC.
	12502 Sunrise Valley Dr.
	Reston, VA 20196
	Jon Tueche
	248-388-0148
	jon.m.tueche@sprint.com
	*****2463

STATE	Program Manager	Linda Baker	SW
		517-636-0435	
		bakerl@michigan.gov	
	Contract Administrator	Mike Breen	DTMB
		(517) 284-7002	
		breenm@michigan.gov	

CONTRACT SUMMARY				
DTMB TELECOM, CELLULAR SERVICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
November 12, 2013	October 31, 2016	2 - 1 Year	October 31, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		October 31, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$12,000,000.00	\$0.00	\$12,000,000.00		
DESCRIPTION				
Effective with mutual signature the contract is amended to exercise a 1 year option to 10/31/2018 (time only). All other terms and conditions remain the same.				



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 3
to
Contract Number 071B4300011

CONTRACTOR	SPRINT SOLUTIONS INC.
	12502 Sunrise Valley Drive
	MS: VARESA0208
	Attn: Law Dept. Public Sector
	Reston, VA 20196
	Mike Rothley
	616-299-4995
Michael.rothley@sprint.com	
*****2463	

STATE	Contract Administrator	Linda Baker	Agency Acronym
		517-636-0435	
		bakerl@michigan.gov	
		Mike Breen	DTMB
		(517) 284-7002	
		breenm@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: DTMB Telecom, Cellular Service				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
November 12, 2013	October 31, 2016	2 - 1 Year	October 31, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS:		EXTENDED PURCHASING		
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		NA
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$12,000,000.00		\$ 0.00	\$12,000,000.00	
DESCRIPTION: updating contact name for the contract for Sprint and amend payment options for businesses (MiDeal) and consumers. All other terms and conditions remain the same.				

**FIRST AMENDMENT TO PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2019
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.
Nevada Contract Number: 1907
(hereinafter "Contractor")
And
The State of Michigan
(hereinafter "Participating State")
071B43000111

Page 1 of 3

Background:

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

Contractor and Participating State entered into a Participating Addendum with an Effective Date of November 12, 2013 (the "Addendum").

Notwithstanding anything in the Addendum to the contrary, the parties now desire that, in addition to Sprint offering discounted device pricing in exchange for end user Customers keeping the device active for a minimum service term ("Subsidized Devices"), Sprint should now expand the options available to end user Customers to access Sprint wireless Services under this Addendum.

Accordingly, the following modified and added terms and conditions are made a part of the Addendum effective as of the date this First Amendment is last signed by Sprint and the Participating State ("First Amendment Effective Date").

Amendment:

Sprint and Participating State agree as follows:

1. **Wireless Devices.** To access Sprint wireless Services under this Addendum, end user Customer may utilize wireless devices purchased from Sprint, wireless devices leased from Sprint, wireless devices obtained from Sprint as part of a Mobility as a Service ("MaaS") bundle ("MaaS Bundle"), or wireless devices provided by end user Customer.
 - i. **Purchased Devices.** If end user Customer purchases wireless devices from Sprint, end user Customer may pay (1) full Suggested Retail Price ("SRP"), (2) a discounted device price in exchange for end user Customer keeping the device active for a minimum period of time ("Subsidized Devices"), or (3) SRP for the cost of the device through monthly installments ("Monthly Installments"). To pay for wireless devices via Monthly Installments, end user Customer must sign a separate Installment Agreement with Sprint.
 - ii. **Leased Devices.** If end user Customer leases wireless devices from Sprint, end user Customer must enter into a separate Business Lease Agreement with Sprint and title to the devices will remain with Sprint unless end user Customer exercises the purchase option set forth in the Business Lease Agreement.

**FIRST AMENDMENT TO PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2019**
Administered by the State of Nevada (hereinafter "Lead State")

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.
Nevada Contract Number: 1907
(hereinafter "Contractor")
And
The State of Michigan
(hereinafter "Participating State")
071B43000111

Page 2 of 3

- iii. **MaaS Devices.** If end user Customer obtains wireless devices from Sprint as part of the MaaS Bundle, end user Customer must enter into a separate MaaS Agreement with Sprint and title to the devices will remain with Sprint as set forth in the MaaS Agreement. End user Customer's use of the MaaS Bundles shall also be governed by the Mobility as a Service Product Annex ("MaaS Annex"), which is posted in the "Product-specific Terms" section of the Rates and Conditions Website: <http://www.sprint.com/ratesandconditions>.
- iv. **Unsubsidized Devices.** All wireless devices that are not Subsidized Devices are considered "Unsubsidized" devices.
2. **Leasing Authorization.** Any leasing restrictions set forth in the Addendum are hereby removed for the purpose of allowing wireless device leasing pursuant to the Business Lease Agreement.
3. The Addendum is amended in Section 5 ("Primary Contacts") by deleting Contractor Primary Contact in its entirety and replacing it with a new Contractor Primary Contact as follows:

Contractor

Name	Michael Rothley
Address	See Secondary Contact below for correspondence. (If an address is needed, use Sprint Contract Manager)
Telephone	616-299-4995
Fax	See Secondary Contact
E-mail	michael.rothley@sprint.com

4. **Miscellaneous.** All other terms and conditions in the Addendum, not amended above, will remain in effect. In the event of a conflict between this First Amendment and the Addendum, this First Amendment shall control. The parties may execute and deliver this First Amendment manually or electronically, in one or more counterparts, each of which will be an original and all of which together will constitute one agreement.


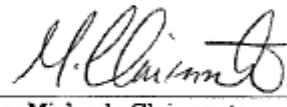
[Remainder of page left blank]

**FIRST AMENDMENT TO PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2019
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.
Nevada Contract Number: 1907
(hereinafter "Contractor")
And
The State of Michigan
(hereinafter "Participating State")
071B43000111

Page 3 of 3

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

State of Michigan, DTMB Procurement:	Sprint Solutions, Inc.:
By: 	By: 
Name: <i>Bill Pemble</i>	Name: Michaela Clairmonte
Title: <i>IT Proc. Director</i>	Title: Manager, Contract Negotiations
Date: <i>7/19/16</i>	Date: <i>7/18/2016</i>

Sprint — Approved as to Legal Form
TPD 18 July 16



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **02**
to
Contract Number **071B4300011**

CONTRACTOR	SPRINT SOLUTIONS INC.
	2001 Edmund Halley Drive
	Reston, VA 20191
	Brian Buell
	517-204-4544
	Brian.buell@sprint.com
	*****2463

STATE	Procurement Manager	Baker, Linda	Agency Acronym
		517-636-0435	
	System Administrator	bakerl@michigan.gov	
		Mike Breen	DTMB
		(517) 284-7002	
		breenm@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: DTMB Telecom, Cellular Service				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
November 12, 2013	October 31, 2016	2 - 1 Year	October 31, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>		<input type="checkbox"/>		October 31, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$12,000,000.00		\$ 0.00	\$12,000,000.00	
DESCRIPTION: DTMB Design and Delivery [Smart Device Support Team] is exercising a one year contract option extending the contract to 10/31/17. All other terms and conditions remain the same.				

From: Buell, Brian D [SLS] [mailto:Brian.Buell@sprint.com]
Sent: Wednesday, April 20, 2016 4:18 PM
To: Baker, Linda (DTMB) <BakerL@michigan.gov>
Cc: Buell, Brian D [SLS] <Brian.Buell@sprint.com>
Subject: State of Michigan - Sprint Wireless Contract

6200 Sprint Pkwy. Overland Park, KS 66251
04/20/2016

To whom it may concern:
Sprint Solutions, Inc. agrees to the initial contract option to extend Contract 071B4300011, from
October 31, 2016 to
October 31, 2017 per the terms and conditions.
-bb

Brian Buell
PSAM – State of Michigan
O: 517-481-3835 / M: 517-204-4544
brian.buell@sprint.com

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
to
CONTRACT NO. 071B4300011
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Sprint Solutions, Inc. 2001 Edmund Halley Drive Reston, VA 20191 Attn: Law Dept. Public Sector Name and Address for Sprint Invoice Remittance Sprint P O Box 4181 Carol Stream, IL 60197-4181	Brian Buell TELEPHONE 517-204-4544	Brian.buell@sprint.com CONTRACTOR #, MAIL CODE

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Linda Baker	517-636-0435	bakerl@michigan.gov
BUYER	DTMB	Michael Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Wireless Communication Services, Accessories, and Equipment			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 12, 2013	October 31, 2016	2 one year	October 31, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
		\$12,000,000.00		
Effective immediately, change the vendor contact information to: Brian Buell Phone: 517-204-4544 Fax 913-523-1777 Email: brian.buell@sprint.com All other terms, conditions, specifications and pricing remain the same. Per vendor and agency agreement and DTMB Procurement approval.				

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**NOTICE
OF
CONTRACT NO. 071B4300011
between
THE STATE OF MICHIGAN
and**

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Sprint Solutions, Inc. 2001 Edmund Halley Drive Reston, VA 20191 Attn: Law Dept. Public Sector Name and Address for Sprint Invoice Remittance Sprint P.O. Box 4181 Carol Stream, IL 60197-4181	Paul Tisch	Paul.Tisch@sprint.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 866-1532	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MDOC	Linda Baker	517-636-0435	bakerl@michigan.gov
BUYER:	DTMB	Michael Breen	517-241-7720	breenm@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Wireless Communication Services, Accessories, and Equipment			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Years	November 12, 2013	October 31, 2016	2, 1 Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$12,000,000.00

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	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 866-1532	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MDOC	Linda Baker	517-636-0435	bakerl@michigan.gov
BUYER:	DTMB	Michael Breen	517-241-7720	breenm@michigan.gov

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Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$12,000,000.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #084R3200026. Orders for delivery will be issued directly by the Michigan Department of Corrections through the issuance of a Purchase Order Form.

FOR THE CONTRACTOR:

Sprint Solutions, Inc.

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Genevieve Hayes, Acting IT Division Director

Name/Title

DTMB Procurement

Enter Name of Agency

Date

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

MASTER SERVICE AGREEMENT
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Nevada Contract Number: 1907
(hereinafter "Contractor" or "Sprint")
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1. Scope/Background: Contractor, on behalf of its affiliated entities providing the products and services, and the Lead State, on behalf of WSCA and the NASPO Cooperative, entered into Master Service Agreement No. S1907 effective April 12, 2012 (the Master Service Agreement and Amendments are collectively, the "Master Service Agreement").

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

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

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

3. Participating State Modifications or Additions to Master Service Agreement:
(These modifications or additions apply only to actions and relationships within the Participating State.)

The following modifications to the Master Service Agreement are hereby added to the Addendum:

3.1 ORDER OF PRECEDENCE. Section 5 ("Incorporated Documents; Order of Precedence") of the Master Service Agreement is hereby deleted and replaced with the following Section 5 ("Incorporated Documents; Order of Precedence") as follows:

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5. Incorporated Documents; Order of Precedence. The Contract consists of this document entitled Master Service Agreement, together with the following incorporated documents: Contractor's Special Terms and Conditions, the Solicitation, the Contractor's Response and this Addendum. To participate in the Contract each Participating Entity must do so pursuant to a Participating Addendum either as a signatory thereto or as an eligible Buyer under the application Participating Addendum. The parties acknowledge and agree that each Participating Addendum executed in accordance herewith incorporates the terms and conditions of the Contract, and that the corresponding Participating Entities will be bound to the terms and conditions of that Participating Addendum and the Contract.

In the event of any conflict between the terms and the conditions of any of the documents comprising, related to, or participating in the Contract, the following order of precedence will control:

1. The Participating Addendum between the State of Michigan and Sprint;
2. The WSCA Master Services Agreement;
3. The Contractor's Special Terms and Conditions (Attachment AA);
4. The Solicitation (Attachment BB)
5. The Contractor's Response (Attachment CC)

Neither the Special Terms and Conditions, nor any purchase order(s) issued under the Contract shall contradict or supersede any terms and conditions in the Contract without written evidence of mutual assent to such change(s) between Contractor and the Lead State.

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

3.2 INSPECTION AND AUDIT. The following language shall be added to Section 20 ("Inspection and Audit"), as paragraph d ("Inspection and Audit") of the Master Service Agreement.

d. Under MCL 18.1470, the State of Michigan or its designee may audit Sprint to verify compliance with this Addendum. Sprint must retain, and provide to the State of Michigan or its designee and the auditor general upon written request, all financial and accounting records related to the Addendum through the term of the Addendum and for 7 years after the latter of termination, expiration, or final payment under this Addendum or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues are resolved.

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3.3 LIMITED LIABILITY. The following language shall be added to Section 23 ("Limited Liability"), paragraph ii of the Master Service Agreement:

The State of Michigan is not liable for consequential, incidental, indirect, or special damages, regardless of any action.

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3.4 INSURANCE SCHEDULE, Section 26 ("Insurance Schedule") of the Master Services Agreement is amended to add the following language:

26. PARTICIPATING STATE INSURANCE SCHEDULE. Sprint must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the Participating State from claims that may arise out of, are alleged to arise out of, or result from Sprint's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State of Michigan, and (c) be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$2,000,000 General Aggregate Limit other than Products/Completed Operations; and \$2,000,000 Products/Completed Operations. <u>Aggregate Limit:</u> \$1,000,000 Personal & Advertising Injury Limit; and \$1,000,000 Each Occurrence Limit.	Contractor must have their policy: endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04; include a waiver of subrogation; and for a claims-made policy, provide 3 years of tail coverage.
Motor Vehicle Insurance	
<u>Minimal Limits:</u> Vehicle liability insurance as required by law to the extent that a motor vehicle is used to perform the Services.	
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$100,000 Each Accident;	

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\$100,000	Each Employee by Disease; and	
\$500,000	Aggregate Disease.	

If Sprint's policy contains limits higher than the minimum limits, the State of Michigan is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Sprint to any indemnified party or other persons.

Sprint must: (a) provide insurance certificates to the Participating State, Primary Contact, containing the Addendum number, at Contract formation and within 20 calendar days of the expiration date of each insurance policy; (b) require that subcontractors maintain the required insurances contained in this section; (c) notify the Participating State within 5 business days if any insurance is cancelled; and (d) waive all rights against the State of Michigan for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

3.5 NONDISCRIMINATION. The following language shall be added to Section 35 ("Nondiscrimination") of the Master Service Agreement:

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, the Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Addendum.

The following modifications to Attachment AA – Contractor's Special Terms and Conditions are hereby added to the Addendum:

3.6 PRIVACY, CONFIDENTIAL INFORMATION AND DISCLOSURE. The last sentence of Section 9 ("Privacy, Confidential Information and Disclosure"), subsection 9.5 ("FOIA") of Attachment AA – Contractor's Special Terms and Conditions, Section 2 ("Contractor's Additional Terms"), which reads as follows, is hereby deleted:

Customer will provide Sprint with prompt notice of any FOIA request or intended disclosures, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of Sprint Confidential Information.

The following additional provisions are hereby added to the Addendum:

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3.7 Extended Purchasing Program. This Addendum is extended to MiDEAL members located within the State of Michigan. MiDEAL is an extended purchasing program which allows Participating State's local units of government to use state contracts to buy goods and services. Pursuant to Public Act 431 of 1984, Department of Management and Budget is permitted to provide MiDEAL membership to local units of government, including but not limited to, any city, village, county, township, school districts, intermediate school districts, institutions of higher education, community or junior colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

Sprint must supply all goods and services at the established prices and terms as provided under the WSCA Master Services Agreement.

3.8 Administrative Fee and Reporting.

3.8.1 Administrative Fee. As of the Effective Date of the Addendum, Sprint must pay an administrative fee of 1% on all Participating State Buyers (including its departments, divisions, agencies, offices, and commissions) and MiDEAL member purchases for monthly reoccurring charges remitted on CL Wireless Spend ("State Admin Fee") within 45 days (i.e. May 15, August 15, November 15, and February 15) from the last day of each calendar quarter.

The State Admin Fee is subject to and conditioned upon the terms and conditions of the Master Service Agreement, including, but not limited to Section 1 ("Agreed/Negotiated Exceptions to RFP Number 1907"), subsection 3.2.3.2 of Attachment AA ("Contractor's Special Terms and Conditions"). State Admin Fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

3.8.2 Summary Report. Sprint must submit, to the Participating State, an itemized purchasing activity report ("Summary Report"), within 45 days (i.e. May 15, August 15, November 15, and February 15) from the last day of each calendar quarter. The Summary Report must identify the billing account number, total subscribers, the total eligible monthly reoccurring charges and total State Admin Fee payment amount. Summary Reports must be mailed on CD ROM to:

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Department of Technology, Management and Budget
Procurement
2nd Floor, Mason Building
PO Box 30026
Lansing MI 48909

Sprint will also submit the Summary Report via email to the State's Primary Contact listed in Section 5 as a secondary method to ensure delivery.

3.8.3 Attachment AA, Section 3.2.3.2 is modified by deleting the 6th sentence and replacing it with the following:

If Contractor overpays the State Admin Fee for any quarter, and the overpayment is discovered within two years from the date the overpayment was made, then Contractor is permitted to reduce, during the current contract period, any future State Admin Fee payments by the incorrect amount. However, the Contractor must provide the Participating State with notice and supporting documentation of the error, and provide the state with a 30 calendar day period to respond to the Contractor's determination of the error.

3.9 Dispute Resolution.

Unless otherwise provided by law or this Addendum, the Parties will not seek to resolve any dispute through litigation prior to having pursued a resolution as provided in this provision. The parties will resolve any Contract disputes pursuant to the dispute resolution process described in Section 21 ("Contract Termination; Remedies") of the Master Service Agreement, supplemented by the following:

Any dispute shall be referred to the parties' respective Primary Contacts. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to an executive for each party if unable to resolve the dispute within 30 business days. If such executives are unable to resolve the dispute within 30 days then the Parties may seek a remedy available in law or equity, subject to limitations of liability set forth in the Master Service Agreement. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance, unless Participating State ceases paying undisputed amounts.

Subject to the limitation of liability set forth in the Master Service Agreement, the parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior

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position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy.

This section does not limit either party's right to terminate this Addendum in accordance with the terms of the Master Service Agreement.

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3.10 Unfair Labor Practice.

Under MCL 423.324, the State may void this Addendum, if subsequent to award of the Addendum, the name of the Contractor or its subcontractor appears on the Unfair Labor Practice register compiled under MCL 423.322.

4. [Purposely Left Blank.]

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

Lead State

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

Contractor

Name	Paul Tisch
Address	See Secondary Contact below for correspondence. (If an address is needed, use Sprint Contract Manager)
Telephone	(248) 866-1532
Fax	See Secondary Contact
E-mail	paul.tisch@sprint.com

Contractor (Secondary Contact)

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

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Participating State

Name	Mike Breen, Buyer
Address	530 W. Allegan, Lansing, MI 48933
	2 nd Floor, Mason Building, PO Box 30026, Lansing, MI 48909
Telephone	517-241-7720
Fax	517-335-0046
E-mail	breenm@michigan.gov

6. [Purposely Left Blank.]

7. Purchase Order Instructions:

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

8. Price Agreement Number:

All purchase orders or Sprint approved funding documents issued by purchasing entities within the jurisdiction of this Addendum shall include the Participating State contract number: 071B43000011 and the Lead State Master Service Agreement: 1907.

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

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal

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Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds. Ordering entity is responsible for informing contractor in writing prior to ARRA funds being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

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

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of signature by both parties on the attached Contract/Addendum Cover Sheet.

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EXHIBIT A – FUNDING DOCUMENT
[INSERT TEMPLATE BELOW TO AGENCY/ENTITY LETTERHEAD]

<Date>

<Agency Name>

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

<Street Address>

<City>, <State> <ZIP Code>

<Insert Phone Number>

<Email>

Dear <Insert Sprint Sales Rep Name>,

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

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

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

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

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

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

Sincerely,

<Sign Name, Title>



For Purchasing Use Only:

RFP/CONTRACT # 1907

MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada

Department of Administration, Purchasing Division
515 E Musser Street, Room 300
Carson City, NV 89701
Contact: Teri Smith, Purchasing Officer
Phone: (775) 684-0178 • Fax: (775) 684-0188
Email: tlsmith@purchasing.state.nv.us

and

Sprint Solutions, Inc.
as contracting agent for the affiliated Sprint and Nextel entities providing the Products and Services
12502 Sunrise Valley Drive
Reston, VA 20196
Mailstop: VARESA0208
Contact: Michaela Clairmonte - Manager, Contract Negotiations & Management
Phone: (703) 433-8581 • Fax: (703) 433-8798
Email: michaela.clairmonte@sprint.com

Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance ("WSCA") is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

The State of Nevada has been authorized by WSCA to negotiate a Master Agreement as Lead State, for and on behalf of WSCA and its Members.

In consideration of the above premises, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Western States Contracting Alliance Directors.

2. DEFINITIONS.

"WSCA" means the Western States Contracting Alliance.

Effective 04/07



“State” and/or “Lead State” means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307.

“Participating State(s)” means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this Contract, or who have executed a Participating Addendum.

“Participating Entity” means a state, or other legal entity authorized by a state, that is authorized to enter and does enter into a Participating Addendum under this Contract. Unless specifically prohibited by State law, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under this Contract, subject to the review of the Chief Procurement Official of the State in which the potential Participating Entity is located. Issues of interpretation and eligibility for participation shall be determined by the applicable State Chief Procurement Official.

“Buyer” means any WSCA Participating State, a Participating Entity, any authorized agency or political subdivision of a Participating State, or any authorized non-profit entity that makes a purchase under this contract, either pursuant to its own Participating Addendum or by making purchasing under another entity’s Participating Addendum. Unless specifically prohibited by State law, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under this Contract or make purchases under this Contract pursuant to another entity’s Participating Addendum, subject to the review of the Chief Procurement Official of the State in which the potential Buyer is located. Issues of interpretation and eligibility for participation shall be determined by the applicable State Chief Procurement Official.

“Contract” means this Master Service Agreement for Services of Independent Contractor, together with all documents incorporated herein.

“Contractor” and/or “Contracting Agency” means a person or entity that performs services and/or provides goods for WSCA or a Participating Entity under the terms and conditions set forth in this Contract.

“Solicitation” means RFP #1907 incorporated herein as Attachment BB.

“Fiscal Year” is defined as the period beginning July 1 and ending June 30 of the following year.

3. CONTRACT TERM. This Contract shall be effective upon WSCA Directors’ approval as set forth on the signature page of this Contract, to October 31, 2016 (“Initial Term”), with the option to extend for an additional two (2) years beyond the Initial Term at the discretion of the Lead State or as determined in the best interest of the Lead State and WSCA, subject to mutual written acceptance of the parties, unless sooner terminated by either party as specified in paragraph (4) or paragraph (21). Lead State shall provide Contractor with notice of its intent to exercise the extension at least 90 days prior to the expiration of the Initial Term. Each Participating Addendum executed in connection with this Contract shall be effective from its corresponding effective date. A Participating Addendum shall not exceed the term or scope of this Contract.

4. CANCELLATION OF CONTRACT FOR CONVENIENCE; NOTICE. Unless otherwise stated in the special terms and conditions, any Contract entered into as a result of the Solicitation may be canceled for convenience by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel for convenience its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating Entity to indemnification by the Contractor, Contractor’s rights of payment for



goods/services delivered and accepted, WSCA's rights to payment of administrative fees through the effective date of cancellation (but not for periods after the effective date of cancellation or termination), and each party's rights attending any warranty or default in performance in association with any order. Cancellation of the Contract due to default of either party shall be in accordance with Section 21 herein. (b) Notice. All notices must be in writing. Notices required under this Agreement must be submitted in writing to the party's address for notice listed in this Agreement or an Order and, in the case of a dispute, notices must also be sent to:

Sprint:

Attn: Legal Dept. – Public Sector
12502 Sunrise Valley Drive
Reston, VA 20196

Customer:

Attn: Teri Smith, Purchasing Officer
Department of Administration
515 E Musser Street, Room 300
Carson City, NV 89701

5. INCORPORATED DOCUMENTS; ORDER OF PRECEDENCE. The Contract consists of this document entitled Master Service Agreement, together with the following incorporated documents: Contractor's Special Terms and Conditions, the Solicitation, the Contractor's Response. To participate in the Contract each Participating Entity must do so pursuant to a Participating Addendum either as a signatory thereto or as an eligible Buyer under the applicable Participating Addendum. The parties acknowledge and agree that each Participating Addendum executed in accordance herewith incorporates the terms and conditions of the Contract, and that the corresponding Participating Entities will be bound to the terms and conditions of that Participating Addendum and the Contract.

In the event of any conflict between the terms and conditions of any of the documents comprising, related to, or participating in the Contract, the following order of precedence will control:

1. The applicable Participating Addendum;
2. The Master Service Agreement;
3. The Contractor's Special Terms and Conditions (Attachment AA);
4. The Solicitation (Attachment BB);
5. The Contractor's Response (Attachment CC);

Neither the Special Terms and Condition, nor any purchase order(s) issued under the Contract shall contradict or supersede any terms and conditions in the Contract without written evidence of mutual assent to such change(s) between Contractor and the Lead State.

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. RESERVED



7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. RESERVED

9. BID SPECIFICATIONS. Contractor certifies that any deviation from the specifications in the scope of work, incorporated herein as part of Attachment AA, have been clearly indicated by Contractor in its response, incorporated herein as Attachment CC; otherwise, it will be considered that the bid is in strict compliance. Any BRAND NAMES or manufacturers' numbers are stated in the specifications are intended to establish a standard only and are not restrictive unless the Solicitation states "no substitute," and unless so stated, bids have been considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance have not been considered.

10. RESERVED

11. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at the cost for each service as set forth in the Contractor's Special Terms and Conditions (Attachment AA). WSCA does not guarantee to purchase any amount under this Contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which early payment discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. Neither WSCA nor the Lead State is liable for any costs incurred by the bidder in proposal preparation.

12. PAYMENT. Payment is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail or payments may be made via a Buyer's "Purchasing Card."

13. TAXES. Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State or Participating Entity is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor agrees to be responsible for payment of any government obligations relating to Contract performance that are owed to Lead State or a Participating Entity that are not paid by Contractor's subcontractors during performance of this Contract. The Lead State Nevada may set-off against consideration due any delinquent government obligation in accordance with applicable law, including, but not limited to NRS 353C.190.

(a) Taxes Not Included. Contractor'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 Contractor is posted on the Rates and Conditions Website (<http://www.sprint.com/ratesandconditions>).

(b) Withholding Taxes. Notwithstanding any other provision of this Agreement, if a jurisdiction in which Customer conducts business requires Customer to deduct or withhold separate taxes from any



amount due to Contractor, Customer must notify Contractor in writing. Contractor 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 Contractor will not be less than the amount Contractor would have received without the required deduction or withholding.

(c) Tax Exemptions and Exclusions. Contractor will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer and statutory exemptions and will not bill Customer for any such exempted taxes. Customer will not be responsible for payment of Contractor's direct income and employment taxes.

14. FINANCIAL OBLIGATIONS OF PARTICIPATING STATES. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Unless otherwise provided by state law or in a Participating Addendum, States incur no financial obligations on behalf of political subdivisions that are Participating Entities under this Contract. Unless otherwise specified in the Solicitation or the Participating Addendum, the resulting award(s) will be permissive.

15. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. REPORTS, WSCA ADMINISTRATIVE FEE. As more fully described in the Solicitation and Response and in accordance with the Contractor's Special Terms and Conditions (Attachment AA), the Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating Entity. This information will be utilized in computing and verifying the administrative fee payable to WSCA. Contractor shall pay an administrative fee of 1/10th of 1% (one-tenth of one percent) of the total wireless spend to WSCA.

17. DELIVERY. The prices bid shall be the delivered price to any Buyer. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in Attachment CC. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

18. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under this Contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the goods and require Contractor to correct them without charge. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part.

20. INSPECTION & AUDIT.

a. Books and Records. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP)



full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, during Contractor's normal business hours, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, upon reasonable prior written notice, by the following entities, (at such entities' sole cost and expense): WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives, and the authorized equivalent agencies of a Participating State or Participating Entity (collectively the "Auditing Authorities."). All subcontracts shall reflect requirements of this paragraph. Due to the highly sensitive and proprietary nature of Contractor's records, any third party auditor action on behalf of one or more of the Auditing Authorities shall be subject to prior approval by Contractor, and the third party auditor may be required at Contractor's sole discretion to execute the Contractor's standard non-disclosure agreement prior to examining, inspecting, copying or auditing Contractor's records. Such non-disclosure agreement shall not prohibit disclosure to or the Auditing Authorities or discussion between the third party auditor and the Auditing Authorities for the purpose of complying with section. Records available for audit shall be limited to records for the period of time since the auditing entity last performed an audit of that type of records. An audit by or on behalf of WSCA does not preclude a Participating Entity from performing its own audit.

c. **Period of Retention.** All books, records, reports, and statements relevant to this contract must be retained a minimum four (4) years after the contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if Contractor has received prior written notice that any federal funds are used in the contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when Contractor has been provided prior written notice that an audit is scheduled or is in progress, for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

21. CONTRACT TERMINATION; REMEDIES. Any of the following events shall constitute cause to declare a default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. The non-defaulting party shall issue a written notice of default providing a period in which the defaulting party shall have an opportunity to cure. The defaulting party shall be allowed thirty (30) calendar days to cure a default before this Contract is terminated for default, unless the default poses a substantial risk to human health or safety, in which case a commercially reasonable shorter cure period may be set by the non-defaulting party (which shall be no less than five (5) business days). In the event the default poses an imminent and substantial risk to human health or safety, the non-defaulting party may suspend use or operation of the products and services before the time for cure has expired. Time allowed for cure shall not diminish or eliminate the defaulting party's liability for damages. If the default remains, after the defaulting party has been



provided the opportunity to cure, the non-defaulting party may do one or more of the following: (1) exercise any remedy provided by law or by the terms of this Contract; (2) terminate this contract and any related contracts or portions thereof; and/or (3) WSCA may suspend Contractor from receiving future bid solicitations.

22. REMEDIES NOT EXCLUSIVE. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. The Lead State and any Participating State may set off consideration against any unpaid obligation of Contractor to that State or any of its departments, agencies or political subdivisions, to the extent allowed by law, including, for the Lead State, a setoff in accordance with NRS 353C.190.

23. LIMITED LIABILITY. Nevada will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply. Damages for any breach by the Lead State shall never exceed the amount of funds appropriated for payment by the Lead State or any of its agencies pursuant to a Participating Addendum entered into by the Lead State under this contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 125% of the contract maximum "not to exceed" value between Contractor and the applicable individual Buyer; provided, however, that if no "not to exceed" value is specified then Contractor's maximum liability shall be one million dollars (\$1,000,000). Contractor's tort liability shall not be limited, except for the following limitations, which limitations shall apply to any claims or causes of action, whether based on contract, in tort, or based on any other legal theory:

- i. For any claims whatsoever arising from or related to service disruption, regardless of the causes ("Service Disruption"), Contractor's sole liability is limited to a credit allowance equal to the proportionate charge to the Buyer for the period of the Service Disruption. Service Disruptions do not include unavailability of the Service during periods of scheduled or unscheduled network maintenance.
- ii. In no event is Contractor liable for any consequential, special, incidental, indirect, exemplary or punitive damages, nor for lost profits, loss of business, loss of data, loss of use, or lost savings or increased cost of operations, sustained by WSCA, a Participating Entity, a Buyer or any other end user in connection with this Contract.

24. FORCE MAJEURE. Neither party to this Contract shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

25. INDEMNIFICATION.

25.1 Contractor's Obligations to WSCA. To the fullest extent permitted by law, Contractor shall indemnify and defend, not excluding the Lead State's right to participate, the Lead State and/or WSCA from and against all third party claims for damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, relating to personal injury, death or damage to tangible personal



property that resulted from the negligence or willful misconduct of Contractor, its officers, employees and authorized agents.

25.2 Contractor's Obligations to Participating Entities (excluding authorized non-profit entities).

The Contractor shall indemnify and defend Participating Entities and their officers, agencies and employees, from and against all third party claims for damages, losses and expenses, including reasonable attorney's fees, relating to personal injury, death or damage to tangible personal property that resulted from the negligence or willful misconduct of the Contractor, its officers, employees and authorized agents. Notwithstanding anything in this Contract to the contrary, Contractor's indemnification obligations with respect to Participating Entities that are authorized non-profit entities (and such Participating Entities indemnification obligations with respect to Sprint) shall be as set forth in Section 11 of Attachment AA.

25.3 Exception. Contractor will not be liable for damages that are the result of negligence or willful misconduct by WSCA, the Participating Entities, and/or their respective employees, officers, agencies and authorized agents.

26. INSURANCE SCHEDULE. Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

Unless different or additional insurance is required pursuant to the terms of a Participating Addendum, Contractor agrees that the following insurance coverages and policy limits shall also apply to, and operate for the benefit of, each Participating Entity that participates in this Contract pursuant to a Participating Addendum.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this Contract; or

2. Such time as the insurance is no longer required by the Lead State under the terms of this Contract.

Any insurance or self-insurance available to the Lead State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis.

Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Effective 04/07

**Workers' Compensation and Employer's Liability Insurance**

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

Commercial General Liability Insurance

- 1) Minimum Limits required:
 - \$2,000,000.00** General Aggregate
 - \$1,000,000.00** Products & Completed Operations Aggregate
 - \$1,000,000.00** Personal and Advertising Injury
 - \$1,000,000.00** Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

- 1) Minimum Limit required: **\$Waived** Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

- 1) Minimum Limit required: **\$ Waived** Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the contract
- 3) Discovery period: Three (3) years after termination date of contract.
- 4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: **\$Waived** Per Loss for Employee Dishonesty

This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

General Requirements:

- a. RESERVED
- b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor may contain deductibles or self-insured retentions. Such deductibles or self-insured retentions shall not relieve



Contractor from the obligation to pay any loss or claim for which the Contractor is responsible under this Contract.

- e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled. Insurer shall provide notice of cancellation via mail to Certificate Holders.
- f. Approved Insurer: Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and
 - 2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this Contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all insurance documents required by this Contract to the Lead State identified on page one of the Contract. Additional insurance obligations may be imposed in Participating Addenda executed by Contractor and eligible Participating Entities. Any additional or different insurance documents required by a Participating Addendum shall be provided to the Participating Entity.

27. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract.

28. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.



29. SEVERABILITY. If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

30. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by WSCA, the Lead State, or a Participating Entity, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Neither party shall assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, customized computer code or other documents of any kind which are intended to be consideration under the Contract, and prepared or in the course of preparation by Contractor (or its subcontractors) specifically for WSCA in performance of its obligations under this Contract shall be the exclusive property of WSCA and all such materials shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of WSCA. Unless otherwise specifically stated in this Contract, WSCA shall have no proprietary interest in any pre-existing works or materials, or in any materials licensed to WSCA for use that are subject to patent, trademark or copyright protection. WSCA acknowledges that Contractor sells identical Products and Services to other customers of Contractor, and WSCA agrees that all intellectual property rights in the Products and Services are retained by Contractor and/or Contractor's suppliers. Contractor is not precluded from developing for itself or for others, products, services or materials that are competitive with or similar to or derived from the Products and Services provided under this Contract, and Contractor shall be free to use its general knowledge skills and experience and any ideas, concepts, know-how and techniques within the scope of its business practices that are used in the course of providing the Products and services to WSCA or any Participating Entity. All materials required to be delivered to WSCA under this paragraph shall be delivered to the Lead State.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the Lead State, and Participating States and their officers, agents and employees harmless from liability against third party claims that any of the Products or Services as provided by Contractor under this Contract infringe or violate any copyright, patent, tradename, trademark, trade secret, or other intellectual property rights. WSCA acknowledges and agrees that in connection with Sprint's indemnity obligations to WSCA for Products, Sprint may rely upon the indemnity being provided to Sprint by Sprint's third party suppliers for such Products. WSCA agrees to reasonably cooperate with Sprint and Sprint's third party suppliers in connection with the defense of the third party claims included in the indemnity obligations under this Agreement.

Contractor's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided by or requested by Customer; or (ii) Customer's continued use of infringing Products or Services after Contractor provides reasonable notice to



Customer of the infringement. For any third party claim that Contractor receives, or to minimize the potential for a claim, Contractor may, at its option and expense, either: (A) procure the right for Customer to continue using the Products or Services; (B) replace or modify the Products or Services with comparable Products or Services; or (C) terminate the Products or Services. The provisions of this Section state the entire liability and obligations of Contractor and any of its affiliates or licensors, and the exclusive remedy of State, with respect to any actual or alleged infringement in whole or in part, of any patent, copyright, trade secret, trademark or other intellectual property right by the Products or Services.

33. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records. Information or documents provided in connection with a Participating Addendum shall be governed by the public records laws and practices of the Participating State or Participating Entity.

34. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise designated in writing as such. The foregoing restrictions on use and disclosure of confidential information do not apply to information that: (a) is in the possession of Contractor 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 Contractor; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the Contractor without reference to the confidential information; or (e) is required to be disclosed by law, regulation, or court or government order.

35. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This Contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.



36. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:
- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
37. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- a. Any federal, state, county or local agency, legislature, commission, council or board;
 - b. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - c. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
38. **NON-COLLUSION.** Contractor certifies that this Contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.
39. **WARRANTIES.**
- a. General Warranty. Contractor will perform all Services in a good and workmanlike manner consistent with accepted industry practice and in compliance with applicable laws and regulations. To the maximum extent possible, Contractor will pass through to Buyer all warranties available to Sprint for any Product(s) acquired hereunder.
 - b. Contractor does not manufacture Products and offers no warranty on any Products beyond the manufacturer's warranty provided directly from the manufacturer to the Buyer upon receipt of the Products. Except as, and then only to the extent, expressly provided in this Contract, Products and Services are provided "as is." Contractor 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.
40. **CONFLICT OF INTEREST.** Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of the Lead State or any WSCA Participating Entities to any



officer or employee of WSCA, the Lead State, or Participating Entities to secure favorable treatment with respect to being awarded this Contract.

41. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA, the Lead State, or any Participating Entity to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA, the Lead State, or any Participating Entity, except as expressly set forth herein.

42. POLITICAL SUBDIVISION PARTICIPATION. Participation under this Contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA Participating States shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices set forth in this Contract and in the applicable Participating Addendum.

43. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by WSCA and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

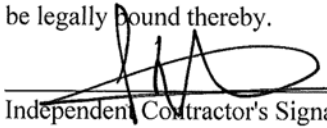
44. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract. The construction and effect of any Participating Addendum or order against the Contract(s) shall be governed by and construed in accordance with the laws of the Participating State or the laws of the State in which the applicable Participating Entity is located if such entity is not a State. Venue for any claim, dispute or action concerning an order placed against the Contract(s) or the effect of a Participating Addendum shall be in the Purchasing State or the laws of the State in which the applicable Participating Entity is located if such entity is not a State.

45. SIGNATURES IN COUNTERPART. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

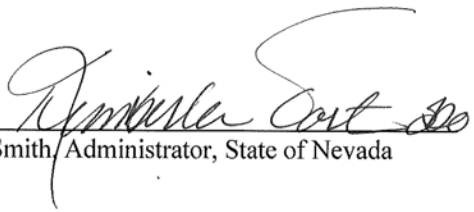
46. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this contract. The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator. A WSCA Member State or another entity authorized to participate in this contract shall execute with the Contractor a Participating Addendum consistent with this Contract.



IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.


Independent Contractor's Signature
Paget L. Alves

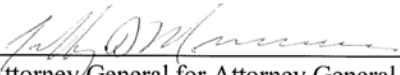
4/9/12 Chief Sales Officer
Date Independent's Contractor's Title


Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA DIRECTORS

On 4/12/12
(Date)

Approved as to form by:


Deputy Attorney General for Attorney General

On 11 Apr 12
(Date)

Sprint — Approved
as to Legal Form

KAC — 5 April 2012





ATTACHMENT AA – CONTRACTOR’S SPECIAL TERMS AND CONDITIONS

The following items are incorporated into this Attachment AA:

1. Agreed/Negotiated Exceptions to RFP Number 1907
2. Contractor’s Additional Terms
3. Contractor’s Product/Service Annexes
4. Sample WSCA Participating Addendum

If a conflict exists among provisions within the documents that form the Agreement, the following order of precedence will apply: 1) Agreed/Negotiated Exceptions to RFP Number 1907; 2) Contractor’s Additional Terms; 3) Contractor’s Product/Service Annexes; and 4) Sample WSCA Participating Addendum.

1. AGREED/NEGOTIATED EXCEPTIONS TO RFP NUMBER 1907

RFP Section Number	RFP Page Number	Agreed/Negotiated Exceptions to RFP Number 1907
2	5	The parties agree that the definition of “CL Accounts” as been revised to read as follows: “Corporate Liabe Accounts are accounts set up by a Buyer for use by the Buyer, and for which the Buyer is financially liable.”
2	6	The parties agree that the definition of “Coverage” has been revised to include the following clarification: Wireless services do not perform in precisely the same manner as non-wireless landline telephone services. Accordingly, Sprint does not guarantee coverage in any specific area at any specific time. Coverage shown on the coverage maps is a general prediction of outdoor coverage, and does not guarantee that coverage will be available at all covered geographic areas at all times. Wireless coverage is impacted by, among other things, terrain, weather, antenna location, system modification, foliage and man-made structures (such as buildings), and therefore cannot be predicted precisely at all times.
2	6	The parties agree that the definition of “Customer” has been revised to include the following clarification: The terms “Customer” and “Buyer” shall be used interchangeably in the Contract.
2	6	The parties agree that the definition of “Equipment” as been revised to read as follows: “Equipment includes equipment, hardware, software, cabling or other materials sold or leased to Customer by or through Contractor as a separate item from, or bundled with, a service.”
2	6	The parties agree that the definition of “IL Accounts” as been revised to read as follows: “IL Accounts are accounts activated by an employee of a Buyer through an employee program that has been authorized/approved by the Buyer, and for which the employee is financially responsible.”
2	8	The parties agree that the definition of “Roaming Agreement” has been revised to include the following clarification:



		The word “us” is intended to be “use” in this definition.
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2	8	<p>The parties agree that the definition of “Subcontractor” has been revised to include the following clarification:</p> <p>As additional clarification, Sprint does not consider local exchange carriers to be Sprint subcontractors and will not be responsible for the actions or inactions of access providers. In addition, Sprint does not consider the State’s/Customer’s subcontractor requirements set forth in the RFP or any resulting contract to be applicable to any agreements, subcontracts or other business arrangements between Sprint and its Affiliates, roaming partners, suppliers, subcontractors or any third-parties relating to the provision of any Products or Services purchased or used by the State/Customer (collectively, “General Supply & Support Agreements”) where such General Supply and Support Agreements were entered into for the purpose of providing Products and Services to Sprint customers generally (as opposed to specifically for the State).</p>
3.1.2	9	<p>The parties agree that the definition of “Wireless Spend” as been deleted and replaced with the following revised definitions:</p> <ul style="list-style-type: none"> • “Total Wireless Spend”: The total dollar value of wireless services, data and Equipment as invoiced by Contractor that are either (a) paid by Customer on Customer’s CL Accounts; or (b) paid by end user employees pursuant to IL Accounts in the Customer’s employee program. Total Wireless Spend does not include amounts invoiced by Contractor for: (i) taxes; and (ii) additional regulatory fees, administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs; and (iii) credits and refunds. In addition, Total Wireless Spend will be calculated after all discounts are taken into account and shall not include monthly recurring charges or other charges which are not actually paid by Customers or end users. Recurring charges refers to charges that are billed to Buyers at regularly specified intervals, usually monthly. Examples of recurring charges include, but are not limited to, monthly service plan charges. The Total Wireless Spend calculation will not include CL Accounts or IL Accounts that are in default for non-payment. • “CL Wireless Spend”: The total dollar value of wireless services, data and Equipment as invoiced by Contractor that are paid by Customer on Customer’s CL Accounts. CL Wireless Spend does not include amounts invoiced by Contractor for: (i) taxes; and (ii) additional regulatory fees, administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs; and (iii) credits and refunds. In addition, CL Wireless Spend will be calculated after all discounts are taken into account and shall not include monthly recurring charges or other charges which are not actually paid by Customers or end users. The CL Wireless Spend calculation will not include CL Accounts that are in default for non-payment. • “IL Wireless Spend”: The total dollar value of wireless services, data and Equipment as invoiced by Contractor that are paid by end user employees pursuant to IL Accounts in the Customer’s employee program. IL Wireless Spend does not include amounts invoiced by Contractor for: (i) taxes; and (ii) additional regulatory fees, administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs; and (iii) credits and refunds. In addition, IL Wireless Spend will be calculated after all discounts are taken into account and shall not include monthly recurring charges or other charges which are not actually paid by end users. The IL Wireless Spend calculation will not include IL Accounts that are in default for non-payment.



3.2.1-3.2.2	10	<p>The parties agree to restate Section 3.2.1 and 3.2.2 in its entirety as follows:</p> <p>3.2.1 Meet with lead States' Purchasing Department representative on a semi-annual basis (once every six months) to evaluate and review:</p> <ul style="list-style-type: none"> • Pricing/rates relative to prevailing full market pricing/promotions/solicitations; • Actual billed charges relative to prevailing available full market pricing; • Any other significant issue (service, billing or otherwise) that may need to be addressed. <p>3.2.2 Complete the evaluation and review within twenty (20) business days. The CL Account and IL Account service percentage discounts are fixed for the Term, and may only be amended in a formal written amendment signed by both parties' authorized representatives. Rates not fixed in the pricing Schedules in Attachment CC-Contractor's Response will be based on the then-current list price at the time of purchase, less the service pricing discount, if applicable. Contractor may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice.</p>
3.2.3	10	<p>The parties agree to restate Section 3.2.3 in its entirety as follows:</p> <p>3.2.3.1 The Contractor(s) shall report contract utilization and pay an administrative fee of 1/10th of 1% (one-tenth of one percent) of the Total Wireless Spend to WSCA ("WSCA Admin Fee"), paid quarterly. The WSCA directors approved the level of the WSCA administration fee, and the fee is not negotiable. The WSCA administrative fee is to be paid quarterly within 60 days of the end of the quarter (See Attachment G for Reporting Schedule). If Contractor overpays the WSCA admin fee for any quarter, then Contractor shall be permitted to reduce any future WSCA admin fee payments by the incorrect amount. Contractor's obligation to pay the WSCA administrative fee terminates upon the expiration or earlier termination of the WSCA Agreement.</p> <p>3.2.3.2 In addition to the WSCA administrative fee, some WSCA and non-WSCA states may require that a fee ("State Admin Fee") be paid directly to the state on a percentage of CL Wireless Spend made by procuring entities within that state pursuant to such state's Participating Addendum. Any such State Admin Fee shall be related to a State's administrative expenses in administering the Participating Addendum and shall not be deemed a discount or rebate. For all such requests, the percentage fee level, payment method and schedule for such reports and payments shall be incorporated in a Participating Addendum. In the event a State Admin Fee exceeds 1% of the CL Wireless Spend, the Contractor(s) may reduce the CL service discounts by the percentage amount that the applicable State Admin Fee percentage exceeds 1% of the CL Wireless Spend. Any such CL service discount reduction shall not exceed the State Admin Fee percentage. If Contractor overpays the State Admin Fee for any quarter, then Contractor shall be permitted to reduce any future State Admin Fee payments by the incorrect amount. Contractor's obligation to pay a State Admin Fee terminates if: (1) the Participating Addendum has expired; or (2) the Participating Addendum has been terminated (before expiration) by either party. All such agreements shall have no effect whatsoever on the WSCA fee or on the prices paid by the procuring agencies outside the jurisdiction of the state</p>



		<p>requesting the additional fee.</p> <p>3.2.3.3 At Contractor's discretion, administrative fees may be permitted for participating government entities/government Customers that are not States ("Local Government Admin Fee") that sign a Participating Addendum, subject to the requirements of this Section 3.1.2, on a percentage of CL Wireless Spend made by procuring entities within that local government entity's jurisdiction pursuant to such local government entity's Participating Addendum. Any such Local Government Admin Fee shall be related to a local government entity's administrative expenses in administering the Participating Addendum and shall not be deemed a discount or rebate. For all such requests, the fee level percentage, payment method and schedule for such reports and payments shall be incorporated in a Participating Addendum. In the event a Local Government Admin Fee exceeds 1% of the CL Wireless Spend, the Contractor(s) may reduce the CL service discounts by the percentage amount that the applicable Local Government Admin Fee percentage exceeds 1% of the CL Wireless Spend. Any such CL service discount reduction shall not exceed the Local Government Admin Fee percentage. If Contractor overpays the Local Government Admin Fee for any quarter, then Contractor shall be permitted to reduce any future Local Government Admin Fee payments by the incorrect amount. Contractor's obligation to pay a Local Government Admin Fee terminates if: (1) the Participating Addendum has expired; or (2) the Participating Addendum has been terminated (before expiration) by either party. All such agreements shall have no effect whatsoever on the WSCA fee or on the prices paid by the procuring agencies outside the jurisdiction of the state requesting the additional fee.</p>
3.2.4	10	The parties agree that the term " rebated " is deleted and replaced with the word " paid " in Section 3.2.4. The WSCA administration fees are not rebates.
3.2.5	10	<p>The parties agree to delete the last sentence of Section 3.2.5 in its entirety and replace it with the following sentence:</p> <p>"IL Wireless Spend will be subject to reporting requirements and to the required WSCA administrative fee of one tenth (1/10) of one percent, and will be reported as outlined in this RFP."</p>
3.2.7	11	The parties agree to delete Section 3.2.7 in its entirety. Audit provisions shall be in accordance with the terms of the WSCA Master Service Agreement.
3.3	11	<p>The parties agree to the following clarification to Section 3.3:</p> <p>Sprint is currently providing reporting required by WSCA to the Lead State of Nevada for each Participating Addendum executed by a Participating Entity. Sprint assumes that the required reporting by WSCA will continue to be compiled at the Participating Addendum level. Should WSCA require reporting at the billing account level, Sprint will meet with WSCA to discuss mutually agreed upon reporting data and formats.</p>
3.3.4	12	<p>The parties agree to the following clarifications regarding additional, modified or custom reporting requests or formats in Section 3.3.4:</p> <p>Sprint requests 60 day notification of any format changes to reporting that has been previously agreed upon with State/Customer. Sprint reserves the right to not deliver retroactive reporting in formats later agreed upon by Sprint and the State/Customer. Notwithstanding anything in the RFP or Sprint's Proposal to the contrary, Sprint shall not be obligated to provide any custom reports that Sprint determines in its discretion are impractical or unduly burdensome to Sprint from an operational, financial or system limitation basis.</p>



		<p>Sprint can provide equipment purchase summaries to specific entities. Fields, such as "Order Number", "Customer PO Number", "Order Type", and "PO Date" may not be available at the account level, as we have thousands of WSCA member accounts. Not all eligible entities have the same fields populated on their invoices due to system limitations of eligible entities and/or internal procedures of the respective parties.</p> <p>The following fields require further clarification as to what information is required before we can provide feedback on their availability at the PA level and account level: "UNSPSC Commodity", "VAR/Reseller/Distributor NAME", and "Recycling".</p> <p>The following fields are only available at the PA level: "CRU Minutes", "CRU Lines", "CRU Gross Sales", "IRU Minutes", and "IRU Lines".</p> <p>Each Member's Sprint Account Team will work with them to identify any requested changes from the current reporting we currently provide them today or new reporting needed for new members.</p>
3.3.5, 3.3.6, 3.3.7	12	<p>The parties agree to the following clarifications regarding additional, modified or custom reporting requests or formats in Section 3.3.5, 3.3.6 and 3.3.7:</p> <p>Sprint requests 60 day notification of any format changes to reporting that has been previously agreed upon with State/Customer. Sprint reserves the right to not deliver retroactive reporting in formats later agreed upon by Sprint and the State/Customer. Notwithstanding anything in the RFP or Sprint's Proposal to the contrary, Sprint shall not be obligated to provide any custom reports that Sprint determines in its discretion are impractical or unduly burdensome to Sprint from an operational, financial or system limitation basis.</p>
3.5.1	12	<p>The parties agree to delete Section 3.5.1 in its entirety. Sprint has offered pricing that it believes meets State's/Customer's requirements; however, Sprint does not offer Most Favored Customer clauses in its contracts. Sprint will continue to offer highly competitive pricing and discounts for its services in a manner in which the prices Sprint charges its customers for the same services are not unreasonably dissimilar for similarly situated customers with like traffic patterns, volumes, commitment levels and the like.</p>
3.5.6-3.5.12	13	<p>The parties agree to the following clarifications relating to coverage in Sections 3.5.6 - 3.5.12:</p> <p>Wireless services do not perform in precisely the same manner as non-wireless landline telephone services. Accordingly, Sprint does not guarantee coverage in any specific area at any specific time. Coverage shown on the coverage maps is a general prediction of outdoor coverage, and does not guarantee that coverage will be available at all covered geographic areas at all times. Wireless coverage is impacted by, among other things, terrain, weather, antenna location, system modification, foliage and man-made structures (such as buildings), and therefore cannot be predicted precisely at all times. Any custom in-building or on-campus coverage solutions provided by our Custom Network Solutions (CNS) group will require a separate agreement outside of the WSCA Master Agreement.</p>
3.5.11	13	<p>The parties agree to delete Section 3.5.11 in its entirety replace it with the following:</p> <p>In the event of scheduled network maintenance, Sprint shall make commercially reasonable efforts to notify Customer in advance of the area(s) that could be potentially affected by such maintenance. Sprint does not guarantee that network maintenance or other environmental conditions necessitating maintenance will be known or are knowable in advance and, therefore, Sprint cannot guarantee that Customer will be notified within twenty-four (24) hours of such maintenance. Sprint shall make commercially reasonable efforts to provide Customer with advance</p>



		notification of major planned network element maintenance.
3.5.15	14	The parties agree to insert the following additional clarification in Section 3.5.15: “Sprint, as determined in its sole discretion, may discontinue any Product or Service. Sprint shall provide Customer with at least six (6) months prior notice of its intention to discontinue any such Products or Services.”
3.5.17	14	Sprint agrees to remove its exception to Section 3.5.17. Warranty provisions shall be in accordance with the terms of the WSCA Master Service Agreement and Attachment CC.
4.1.6	19	The parties acknowledge and agree to the following clarification relating to Section 4.1.6: Sprint certifies, to the best of Sprint’s actual knowledge, that none of vendor’s employees is employed by the State of Nevada any of its political subdivisions or by any other government involved in the performance of the contractual services resulting from this RFP. However, Sprint is a publicly traded company with approximately 40,000 employees, and Sprint has no mechanism to accurately or effectively track such information.
4.1.7	20	The parties acknowledge and agree to the following clarification relating to Section 4.1.7: As a publicly traded company that is party to thousands of commercial, consumer and government contracts with its customers, suppliers and competitors, Sprint is involved in litigation, investigations and contract disputes at all times due to the number of its customers, suppliers and competitors, and the nature of the services it provides. Consequently, State’s request for Sprint to compile a list or provide details regarding prior or ongoing contract failures, contract breaches, civil or criminal litigation or investigations, ongoing or occurring during the past six years, is an extremely arduous, burdensome and time-consuming task, and Sprint has no mechanism to track some of the requested information. Although Sprint is unable to provide such information, Sprint can declare that: (i) during the past six years it has not had a termination for default under a contract with a government entity; (ii) Sprint is not currently suspended or debarred by any government agency nor has it been during the past six years; and (iii) Sprint is not aware of any past or ongoing action that would, if successful, have a material adverse impact on Sprint’s ability to perform under the terms of the RFP. As a public corporation, Sprint is required to fully disclose material data and relevant information that may influence investment decisions to all investors at the same time. Sprint does not provide detailed information on litigation except through its securities filings. Please refer to Sprint’s Annual Report on Form 10-K/A, available on http://investors.sprint.com/phoenix.zhtml?c=127149&p=irol-sec for a description of certain litigation or claims.
6.1	22	The parties agree to delete Section 6.1 in its entirety. Invoicing and Payment Terms shall be in accordance with Section 12 of the WSCA Master Service Agreement and Contractor’s Additional Terms as set forth in this Attachment AA.
10.2	33	The parties acknowledge and agree to the following clarification relating to Section 10.2: The requirement that the evaluation committee be permitted to contact any current users of a vendor’s services as this requirement is overly-broad. Sprint respectfully requests that the committee limit the right to contact Sprint’s customers to the list of reference clients provided by Sprint in its Proposal. Sprint is a publicly traded company and is party to thousands of commercial, consumer and government



		contracts with its customers, suppliers and competitors. Sprint contracts may prohibit or restrict disclosure of Sprint's relationship with certain customer and may prohibit or restrict contacts by third parties. The committee may contact any of Sprint's listed reference customers.
10.3	33	<p>The parties acknowledge and agree to the following clarification relating to Section 10.3:</p> <p>As a publicly traded company that is party to thousands of commercial, consumer and government contracts with its customers, suppliers and competitors, Sprint is involved in litigation, investigations and contract disputes at all times due to the number of its customers, suppliers and competitors, and the nature of the services it provides. Consequently, the Lead State's request for Sprint to compile a list or provide details regarding prior or ongoing contract failures, contract breaches, civil or criminal litigation or investigations, ongoing or occurring during the past six years, is an extremely arduous, burdensome and time-consuming task, and Sprint has no mechanism to track some of the requested information. Although Sprint is unable to provide such information, Sprint can declare that: (i) during the past six years it has not had a termination for default under a contract with a government entity; (ii) Sprint is not currently suspended or debarred by any government agency nor has it been during the past six years; and (iii) Sprint is not aware of any past or ongoing action that would, if successful, have a material adverse impact on Sprint's ability to perform under the terms of the RFP. As a public corporation, Sprint is required to fully disclose material data and relevant information that may influence investment decisions to all investors at the same time. Sprint does not provide detailed information on litigation except through its securities filings. Please refer to Sprint's Annual Report on Form 10-K/A, available on http://investors.sprint.com/phoenix.zhtml?c=127149&p=irol-sec for a description of certain litigation or claims.</p>
11.1.15	35	<p>The parties agree to delete the first sentence of Section 11.1.15 in its entirety and agrees to the following clarification regarding this Section:</p> <p>The rates and discounts identified in the pricing Schedules in Attachment CC will remain fixed for the Term (unless stated otherwise in the applicable Schedule or elsewhere in Sprint's Response – Attachment CC). Rates and discounts not fixed in the pricing Schedules will be based on the then-current list price at the time of purchase, less the Service Pricing Discount. The percentage discount is fixed for the term of the Contract, but Contractor may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice. Service Pricing Discounts are subject to the terms and conditions in Sprint's Response and Sprint's Additional Terms and Conditions contained Attachment AA to Contract, and may be subject to adjustment due to Administrative Fees in accordance with Contractor's response in Section 3.2.3 of Sprint's Response.</p>
11.1.17	35	Sprint agrees to remove its exception to Section 11.1.17. Confidential and proprietary information provisions shall be in accordance with the terms of the WSCA Master Service Agreement.
11.2.5	36	Sprint agrees to remove its exception to Section 11.2.5. Tax provisions shall be in accordance with the terms of the WSCA Master Service Agreement.
11.2.8	36	<p>The parties acknowledge and agree to the following clarification relating to Section 11.2.8:</p> <p>All Participating Entities, including, but not limited to, "Local Governments," are intended third party beneficiaries of any contract resulting from this RFP.</p>



11.3.2.1	37	The parties agree to insert the following language to the end of Section 11.3.2.1: “ Sprint, as determined in its sole discretion, may discontinue any Product or Service. Sprint shall provide Customer with at least six (6) months prior notice of its intention to discontinue any such Products or Services. ”
11.3.4	38	The parties agree to delete Section 11.3.4 in its entirety. Inspection shall be in accordance with the terms of the WSCA Master Service Agreement.
Attachment I	49	The parties agree to delete Attachment I in its entirety and replace with the Sample WSCA Participating Addendum attached to this Attachment AA; provided however, such Sample WSCA Participating Addendum may be modified during negotiations between Contractor and a Participating Entity.
Attachment J	50	The parties agree to remove the third sentence of the Attachment J with the understanding that WSCA in conjunction with the Chief Procurement Official in the State in which the potential Participating Entity is located will provide approval and consent of Participating Addenda.
Attachment K	51	Individual Participating Entities will negotiate their unique terms and conditions with the awarded vendors.

2. CONTRACTOR’S ADDITIONAL TERMS

1. GENERAL.

- 1.1** For the purposes of this Contractor’s Additional Terms and any Contractor’s Product and Service Annexes incorporated into the Contract pursuant to Section 1.3 below or Attachment AA to the Contract, “Sprint” means Sprint Solutions, Inc., as contracting agent for the affiliated Sprint and Nextel entities providing the Products and Services (“Sprint”), and “Customer” means the applicable Participating Entity which is a Buyer under an Order.
- 1.2** **Eligibility.** The terms and conditions of this Agreement have been customized for federal, state, and local government entities and agencies. Sprint defines “government entities and agencies” as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges. Sprint recognizes that under certain circumstances, non-governmental entities may be permitted to purchase Products and Services under this Agreement. For non-governmental entities, Sprint may limit the applicability of any contractual provisions specifically based on governmental rights and privileges.
- 1.3** **Rates and Conditions Website.** Customer’s use of Sprint Products or Services is also governed by the applicable Product and Service annexes posted at <http://www.sprint.com/ratesandconditions>.
- 1.4** **Resale.** Customer acknowledges and agrees that this is a retail purchase agreement for use only by Customer and its other Sprint-authorized end users as set forth in this Agreement. Customer may not resell or lease wireless Products and Services under this Agreement. Notwithstanding the foregoing, Customer may participate in the Sprint Wireless Recycling Program.

2. ORDERS AND CHARGES.

2.1 Orders.

- A. Rates.** During the Term, Customer will pay Sprint the rates and charges for Products or Services as set forth in this Agreement.
- B. Issuance and Acceptance.** Only persons authorized by Customer will issue Orders under the Agreement. Sprint may accept an Order by (1) signing and returning a copy of the Order to Customer; (2) delivering any of the Products or Services ordered; (3) informing Customer of the commencement of performance; or (4) returning an acknowledgment of the Order to Customer.
- 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 Purchase Orders.** Customer purchase orders are binding only upon acceptance in writing by Sprint. The terms and conditions in any Customer-issued purchase order accepted by Sprint will have no force or effect other than to denote quantity, the Products or Services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.

2.2 25% CL Discount. The CL Discount is a percentage discount off the eligible monthly recurring charges ("MRCs") charged for CL Account Active Units (as defined in Attachment AA and Attachment CC-Contractor's Response).

2.3 18% IL Discount. The IL Discount is a percentage discount off the eligible monthly recurring charges ("MRCs") charged for IL Accounts (as defined in Attachment AA and Attachment CC-Contractor's Response). The CL Discount and the IL Discount are collectively referred to as the "Service Pricing Discounts." IL Account eligibility shall be in accordance with Attachment AA and Attachment CC-Contractor's Response.

2.4 How Calculated. Unless otherwise noted, Service Pricing Discounts apply to eligible monthly recurring charges ("MRC") before taxes and surcharges and after application of credits, other discounts, and rebates. Overage, usage-based, and third party applications and services, certain business plan, add-ons, and other charges (including certain network specific products and services), are not eligible for Service Pricing Discounts. Service Pricing Discounts may apply to the MRC of certain promotional rate plans which Sprint may offer on a limited time basis, at Contractor's discretion. Service Pricing Discounts are subject to the terms and conditions in Attachment AA and Attachment CC-Contractor's Response, and may be subject to adjustment due to Administrative Fees in accordance with Contractor's response in Section 3.2.3 of Attachment AA and Attachment CC-Contractor's Response.

2.5 CL Account Eligibility. Only CL Account Active Units (defined as an active piece of wireless Product that Customer enrolls in a Business Plan under the Contract) that are included in Buyer's account hierarchy with Contractor are eligible for the Service Pricing Discounts. It may take up to 2 invoicing cycles to move pre-existing CL Account Active Units to the same invoicing cycle in order to start receiving the Service Pricing Discounts. Buyer's contractors, suppliers, and any non-government, non-authorized agencies working with Customer are not eligible for the Service Pricing Discounts.

2.6 Wireless Minimum Service Term Requirement

- A. Minimum Service Term.** Wireless Services require a minimum service term that begins on the wireless device purchase date and ends either 12 months or 24 months later in accordance with Section 2.7 below ("Minimum Service Term").
- B. Advanced Devices.** Sprint may designate certain Corporate-Liable Active Units as "Advanced Devices." Advanced Devices include, but are not limited to: (1) a mobile computing devices, such as a tablet, netbook or notebook; or (2) Smartphones.

2.7 Wireless Device-Discount.

- A. Wireless Device Discount.** New Corporate-Liable Active Units are eligible for a discounted device price based on a device Minimum Service Term of either 12 months or 24 months. The discounted device price for a device with a device Minimum Service Term of 12 months is at least equal to the 1-Year Net Price defined as 30% off the Suggested Retail Price. The discounted device price for a device with a device Minimum Service Term of 24 months is at least equal to the 2-Year Net Price defined as the Suggested Retail Price, less \$150.00, less the instant rebate (if any), less the mail-in rebate (if any). Sprint may offer a different discounted device price for devices with a different device Minimum Service Term. The devices offered with the discounted device price(s) described in this Section 2.7 may change at any time in Sprint's sole discretion. The discounted device offer(s) described in this Section 2.7 may not be available in all sales channels.
- B. Upgrade Terms.** Existing Corporate-Liable Active Units with a 1-Year Net Price may be upgraded or replaced after 12 months of continuous service with Customer commitment to a new device Minimum Service Term. Existing Corporate-Liable Active Units with a 2-Year Net Price may be upgraded or replaced after 20 months of continuous service with Customer commitment to a new device Minimum Service Term. Sprint may in its sole discretion offer different upgrade terms for devices with a different discounted device price.
- C. Exclusions.** The 2-Year Net Price does not apply to PowerSource devices or devices activated on the Nextel National Network ("Excluded Devices"). The discounted device price and device Minimum Service Term for Excluded Devices are available by contacting Customer's Sprint Account Representative and may change at any time in Sprint's sole discretion.



2.8 Accessory Equipment. The accessory discount of 20% applies to the national retail price for Nextel Device and Sprint Device accessories purchased for CL Accounts under this Agreement.

2.9 Fixed Rates. The rates and discounts identified in the pricing Schedules in Attachment CC-Contractor's Response will remain fixed for the Term (unless stated otherwise in the applicable Schedule or elsewhere in Attachment CC).

2.10 Percentage Discounts. Rates and discounts not fixed in the pricing Schedules in Attachment CC-Contractor's Response will be based on the then-current list price at the time of purchase, less the Service Pricing Discount if applicable. The percentage discount is fixed for the Term, but Contractor may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice.

2.11 Rate Adjustments. Contractor may impose on Buyers additional regulatory fees, administrative charges; and charges, fees or surcharges for the costs Contractor incurs in complying with governmental programs. These fees, charges or surcharges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC") or Gross Receipts surcharges. If the Federal Communications Commission ("FCC") requires that Contractor contribute to the Universal Service Fund ("USF") based on interstate revenues derived from services that Contractor in good faith has treated as exempt, including but not limited to, information services, Contractor will invoice Buyer the CUSC for such Services beginning on the date established by the FCC as the date such Services became subject to USF contributions. The amount of the fees and charges imposed may vary.

3. BILLING AND PAYMENT.

3.1 Invoicing.

A. Commencement of Invoicing. Sprint may begin invoicing Customer in full for non-recurring and recurring charges on the date the Products or Services are installed or delivered and made available.

B. Timing. In general, for recurring Services, Sprint bills fixed recurring Service charges in advance and usage-based charges in arrears.

3.2 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 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 Service, unless prohibited by applicable law. 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 PCard, cash, check, or electronic funds transfer.

3.3 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 this Agreement. If Sprint determines in good faith, that the disputed charge is invalid, Sprint will credit Customer for the invalid charge.

3.4 Repayment of Credits or Waived Charges. If, before the end of the Term, Sprint terminates an Order, a Service or the Agreement due to Customer's material breach, or Customer terminates a Service or the Agreement (unless due to Sprint's material breach) prior to the 12-Month or 24-Month Minimum Service Term, Customer may be required to repay Sprint a pro rata portion of any credits issued or discounts given on wireless Products purchased for less than the 1 Year Net Price or 2 Year Net Price, based upon the number of months remaining in the Minimum Service Term at the time of termination.

4. CREDIT APPROVAL FOR NON-GOVERNMENTAL ENTITIES. Sprint's provision of Products and Services to non-governmental entities is subject to Sprint credit approval. If a non-governmental entity's financial circumstances or payment history becomes reasonably unacceptable to Sprint during the Term, Sprint may require adequate assurance of future payment as a condition of continuing Service. Sprint may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.

5. WARRANTIES. EXCEPT AS, AND ONLY TO THE EXTENT, EXPRESSLY PROVIDED IN THIS 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.

6. EQUIPMENT AND SOFTWARE.

6.1 Third Party Equipment or Software. Customer is responsible for any items not provided by Sprint (including but not limited to equipment or software) that impair Product or Service quality. Upon notice from Sprint of an impairment, Customer will promptly cure the problem. Customer will continue to pay Sprint for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the Sprint's network by Sprint or third parties, Sprint, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although Sprint will provide advance notice where practical. At Customer's request, Sprint will troubleshoot the impairment at Sprint's then-current time and materials rates. Sprint is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by Sprint to become obsolete, require alteration, or perform at lower levels.

6.2 Products. Sprint does not manufacture Products and, except as provided in this Agreement, is not responsible for the acts or omissions of the original equipment manufacturer.

6.3 Software License.

A. Licensing Requirements. Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. **Software licensing terms and conditions of Sprint's software vendors are provided by Sprint or posted at www.sprint.com/ratesandconditions or otherwise provided to Customer through click or shrinkwrap agreements.** Sprint may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.

B. Prohibitions. Customer is not granted any right to use any software on behalf of third parties or for time share or service bureau activities. No rights are granted to source code and Customer may not reverse engineer, decompile, modify, or enhance any software. Subject to the terms and conditions in the licensing requirements subsection above, Sprint or its suppliers retain title and property rights to Sprint-provided software. Upon termination or expiration of this Agreement or the applicable Service, any applicable software license will terminate and Customer will surrender and immediately return the Sprint-provided software to Sprint; provided that Customer is not required to return the software embedded in Products sold to Customer under this Agreement.

6.4 Title to Equipment. Sprint or its suppliers retain title and property rights to Sprint-provided equipment (excluding equipment sold to Customer under this Agreement). Upon termination or expiration of the Agreement or the applicable Service, Customer will surrender and immediately return the Sprint-provided software to Sprint; provided that Customer is not required to return the software embedded in Products sold to Customer under this Agreement.

7. 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. Subject to Customer's written consent and subject to compliance with applicable law 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.

8. CUSTOMER RESPONSIBILITIES.

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

8.2 Use of Products and Services

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

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

C. Permits, Licenses and Consents. Customer will obtain, all required permits, licenses, or consents that Customer is required to obtain to enable Sprint to provide (e.g., landlord permissions, tax exemption certificates, software



licenses, or local construction licenses) the Products and Services. This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business.

9. PRIVACY, CONFIDENTIAL INFORMATION AND DISCLOSURE.

- 9.1 Nondisclosure.** Neither party will disclose the other party's Confidential Information to any third party except as expressly permitted in this Agreement. This obligation will continue until 2 years after this Agreement expires or terminates. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. In addition, either party may disclose this Agreement to an entity that is an Affiliate of Customer on the Order Effective Date, provided that the Affiliate has signed a non-disclosure agreement reasonably acceptable to Sprint and Customer. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Sprint services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order (subject to FOIA section of this Agreement); or (F) is disclosed with the prior written consent of the Discloser.
- 9.2 Injunction.** The parties acknowledge that Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of this Agreement, the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who has breached or threatened to breach its nondisclosure obligations under this Agreement will not raise the defense of any adequate remedy at law.
- 9.3 Customer Proprietary Network Information.** As Sprint provides Products and Services to Customer, Sprint develops information about the quantity, technical configuration, type and destination of Products and Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. For example, **Sprint implements safeguards that are designed to protect Customer's CPNI, including using authentication procedures when Customer contacts Sprint. For some business accounts with a dedicated Sprint representative, Sprint may replace standard authentication measures with a pre-established point of contact for Customer.**
- 9.4 Privacy.** Sprint's privacy policy, as amended from time to time, is available at www.sprint.com/legal/privacy.html. The privacy policy includes information about Sprint's customer information practices and applies to the provisioning of the Products and Services.
- 9.5 FOIA.** Sprint acknowledges that the Agreement and the Confidential Information may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively "FOIA"). Customer will provide Sprint with prompt notice of any FOIA requests or intended disclosures, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of Sprint Confidential Information.

10. LIMITATIONS OF LIABILITY.

- 10.1 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.
- 10.2 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.
- 10.3 Sprint Disclaimers.** Sprint is not responsible for any loss, liability, damage, or expense, including attorney's fees, resulting from any third party claims alleged to arise in any way from :
- A.** Coverage and wireless Service quality problems caused by atmospheric, geographic or topographic conditions or other conditions beyond Sprint's control including the failure of other service providers;
 - B.** Interruption and unavailability of wireless Services due to coverage, capacity, Product failure or other limitations that may occur in the transmission or attempted transmission of wireless Services;
 - C.** Outages or wireless Service disruptions occurring as a result of a public safety emergency;
 - D.** The content of any information transmitted by, accessed, or received through, Sprint's provision of the Products and Services to Customer, including, but not limited to, claims: (A) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (B) for infringement of patents arising from the use of equipment, hardware or software not provided by Sprint; or (C) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;



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

11. INDEMNIFICATION (AUTHORIZED NON-PROFIT ENTITIES). As between Sprint and any authorized non-profit entities only, the indemnification clauses in the Contract between the parties shall not be applicable, and the following indemnification provisions shall control:

- 11.1 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 this 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.
- 11.2 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, and invasion or alteration of private records or data; (B) for infringement of patents arising from the use of equipment, hardware or software not provided by Sprint; or (C) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
 - 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; or
 - E. Sprint's failure to pay any tax based on Customer's claim of a legitimate exemption under applicable law.
- 11.3 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 and expense, either:
- A. procure the right for Customer to continue using the Services;
 - B. replace or modify the Services with comparable Services; or
 - C. terminate the Services.
- 11.4 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 acknowledgement, 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. TERMINATION OF INDIVIDUAL PARTICIPATING ENTITIES.

- 12.1 Participating Entities.** Sprint may suspend or terminate the right to purchase and use Products or Services or this Agreement immediately as to a Participating Entity if Participating Entity fails to cure any material breach of this Agreement within 30 days after receiving Sprint's written notice of such breach; or if Participating Entity fails to comply with applicable law or regulation and Participating Entity noncompliance prevents Sprint's performance under the Agreement. Participating Entity material failure does not include a failure caused by Sprint or a failure identified in the "Force Majeure" section.



12.2 Effects of Termination of Participating Entity.

- A. Service Charges.** Participating Entity remains obligated to pay all Service charges incurred up to the effective date of termination for each terminated Customer Liable Active Unit of the applicable Participating Entity, whether or not invoiced by the termination date. .
- B. Repayment of Credits.** If, before the end of the Term, 1) Sprint terminates an Order due to Participating Entity's material breach or 2) a Participating Entity terminates an Order for its convenience prior to the 12-Month or 24-Month Minimum Service Term, Participating Entity may be required to repay Sprint a pro rata portion of any credits issued or discounts given on wireless Products purchased for less than the 1 Year Net Price or 2 Year Net Price, based upon the number of months remaining in the Minimum Service Term at the time of termination. This provision does not apply to service level credits issued for Service outages.
- C. Individual Liable.** Individual Liable Active Units are subject to the order term requirements and other obligations in the separate subscriber agreement between Sprint and the Employee.

12.3 Effects of Termination.

- A. Individual Liable.** Individual Liable Active Units are subject to the order term requirements and other obligations in the separate subscriber agreement between Sprint and the Employee.

13. DISCOUNT PROGRAM.

- 13.1 Effective Date of Discounts.** For new "Active Units" (defined as an active piece of wireless Product that Customer enrolls in a Business Plan under the Agreement), the Service Pricing Discounts apply as of the Order Commencement Date. For CL Account Active Units activated prior to the Order Commencement Date under pre-existing agreement(s) between Sprint and Customer, Sprint will apply the discounts below no later than 60 days after the Order Commencement Date. IL Account Active Units activated prior to the Order Commencement Date are eligible for the discounts below by contacting a Sprint representative and subject to the eligibility requirements herein.

14. EMPLOYEE DISCOUNT PROGRAM.

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

15. ELECTRONIC BILLING PRODUCTS

- 15.1** Except for the Consolidated Invoice product, the following electronic billing products provide CL Account Active Unit call detail record information:

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



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

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

16. ADDITIONAL BUSINESS PLANS AND SPECIAL OFFERS

- 16.1 **Additional Business Plans.** If Customer is eligible for and selects a Business Plan that is not specified in the Agreement, Customer's Service Pricing Discounts set forth above will apply to the Business Plan unless otherwise stated in the Business Plan, and the terms and conditions of the Business Plan will apply in addition to, and control over, any conflicting terms or conditions in the Agreement.
- 16.2 **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, features and equipment discounts may not be available on all wireless devices. More information is available by contacting Customer's Sprint Account Representative.
- 16.3 **Promotions.** Sprint promotional discounts may not be available with certain Business Plans, as indicated in the promotional offer. If Customer purchases a promotional wireless Product or Service, the promotional terms will control over any conflicting terms in the Agreement for that wireless Product or Service until the promotion expires or Customer selects a different Business Plan for the CL Account Active Unit enrolled in the promotion.
- 16.4 **Trial Offers.** If Customer receives a wireless Service or Service option for a limited trial period at a reduced cost, upon expiration of the trial period, Customer will continue to receive the wireless Service or Service option at full price. If Customer wishes to avoid being billed in full for the promotional wireless Service or Service option, Customer must contact Sprint before the end of the trial period to discontinue the wireless Service or Service option.

17. **ADDITIONAL TERMS.** Customer must comply with the Wireless Services Product Annex, which is incorporated into this Agreement as posted to the Rates and Conditions Website as of the date Customer signs this Agreement.

18. **SHIPPING FEES.** Sprint will waive Ground or 2-Day shipping fees for CL Account Active Units. Additional charges may apply for overnight shipping.

19. **ACTIVATION FEES.** Sprint will waive the nonrefundable activation fee of \$36 that applies to each CL Account billing account that is created during the Term. Additionally, Sprint will waive the nonrefundable activation fee of \$36 that applies to each IL Account billing account that is created during the Term.

20. **EARLY TERMINATION FEE.** Sprint will waive early termination fees per terminated Customer-Liable Active Unit. Early termination fees for Individual-Liable Active Units are governed by Sprint's consumer subscriber agreement.

21. **THIRD PARTY AGENTS.** Unless expressly stated otherwise, the pricing terms in this Attachment AA and in Attachment CC, including its sub-attachments, may not be available if an indirect sales agent is involved in the transaction.

22. **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.

23. DEFINITIONS.

- 23.1 "Agreement" and "Contract" shall both be deemed to refer to the Master Service Agreement (RFP/Contract #1907) for Services of Independent Contract between Sprint and the Western States Contracting Alliance, acting by and through the State of Nevada.
- 23.2 "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights. For purpose of this Agreement, Clearwire Corporation is not included as an Affiliate of Sprint.
- 23.3 "Confidential Information" means nonpublic information (A) about Discloser's business, (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with this Agreement, and (C) that Recipient knows or



reasonably should know is confidential because of its legends and markings, the circumstances of its disclosure, or the nature of the information. Confidential Information includes but is not limited to: trade secrets; financial information; technical information including research, development, procedures, algorithms, data, designs, and know-how; business information including operations, planning, marketing plans, and products; and the pricing and terms of the Agreement including related discussions, negotiations, and proposals.

- 23.4 "Customer-Liable" and "CL Account" shall be deemed to refer to the same type of account and shall have the meaning set forth in the Contract and Sprint's Wireless Services Product Annex.
- 23.5 "Discloser" means the party disclosing Confidential Information.
- 23.6 "Domestic" means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Product specific Terms.
- 23.7 "Individual-Liable" and "IL Account" shall be deemed to refer to the same type of account and shall have the meaning set forth in the Contract and Sprint's Wireless Services Product Annex.
- 23.8 "Network" or "Networks" means the wireless and wireline transmission facilities owned and operated by Sprint or on Sprint's behalf by third parties under management agreements with Sprint.
- 23.9 "Order" or "Purchase Order" means a written or electronic order, or purchase order, submitted or confirmed by Customer and accepted by Sprint, which identifies specific Products and Services, and the quantity ordered. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or use, of Products or Services.
- 23.10 "Order Commencement Date" is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges for an Order.
- 23.11 "Order Effective Date" is the date an Order is received by Sprint.
- 23.12 "Order Term" means the term designated for an individual Order.
- 23.13 "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.
- 23.14 "Product(s)" includes equipment, hardware, software, cabling or other materials sold or leased to Customer by or through Sprint as a separate item from, or bundled with, a Service.
- 23.15 "Product-specific Terms" means to separate descriptions, terms and conditions for certain non-regulated Products and Services.
- 23.16 "Rates and Conditions Website" means the website found at <http://www.sprint.com/ratesandconditions/>.
- 23.17 "Recipient" means the party receiving Confidential Information.
- 23.18 "Service(s)" means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through Sprint under this Agreement, excluding Products.
- 23.19 "Sprint Wireless Recycling Program" - provides two options for recycling used wireless devices, including accessories: (1) the Sprint buyback program provides Sprint customers with an account credit for returning to Sprint certain previously sold Sprint or Nextel wireless devices, and (2) the Sprint project connect program accepts any wireless device and uses the net proceeds that result from those devices to fund community-based initiatives such as Sprint's 4NetSafety Program. The 4NetSafety Program promotes Internet safety for children. For more information on the Sprint Wireless Recycling Program, including wireless devices eligible for the Sprint buyback program, go to Sprint.com/recycle.

24. MISCELLANEOUS.

- 24.1 **Independent Contractor.** This Agreement does not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or Affiliates.
- 24.2 **Technology Information.** Sprint, as determined in its sole discretion, may discontinue any Product or Service. Sprint shall provide Customer with at least six (6) months prior notice of its intention to discontinue any such Products or Services.
- 24.3 **Severability.** If any provision of this Agreement is found to be unenforceable, this Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 24.4 **URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in this Agreement include any successor URLs designated by Sprint.



- 24.5 Survivability.** The terms and conditions of this Agreement regarding confidentiality, indemnification, warranties, nonappropriations, payment and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.



3. CONTRACTOR'S PRODUCT/SERVICE ANNEXES

- A.** WSCA Buyer's use of Sprint Products or Services is also governed by the applicable Product and Service annexes posted on Sprint's Rates and Conditions website at <http://www.sprint.com/ratesandconditions>.
- B.** WSCA Buyers seeking funds through the Universal Service Schools and Libraries E-Rate Program are subject to the Schools and Libraries Funding Programs Annex posted on Sprint's Rates and Conditions website at <http://www.sprint.com/ratesandconditions>.
- C.** WSCA Buyer's use of the Sprint Emergency Response Team Go-Kit shall be governed by the ERT Go Kit Product Annex as posted on Sprint's Rates and Conditions website at <http://www.sprint.com/ratesandconditions>.



4. SAMPLE WSCA PARTICIPATING ADDENDUM

WESTERN STATES CONTRACTING ALLIANCE

WIRELESS SERVICES 2012-2017

Administered by the State of Nevada (hereinafter "Lead State")

MASTER SERVICE AGREEMENT

SPRINT SOLUTIONS, INC.

Nevada Contract Number: 1907

(hereinafter "Contractor")

And

[insert name of participating state or participating entity xxxxxxxx]

(hereinafter "Participating State/Participating Entity")

[insert state/entity contract number if required xxxxxx]

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

This Participating Addendum (the "Addendum"), dated the date the last party signs ("Effective Date"), covers the WIRELESS SERVICES led by the State of Nevada for use by state agencies and other entities located in the Participating State/Participating Entity authorized to utilize this Master Service Agreement. This Addendum is a separate agreement between the Participating State/Participating Entity and the Contractor entered into under the terms and conditions of the Master Service Agreement except as modified herein.

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

INDIVIDUAL CUSTOMER: Each State agency, political subdivision and authorized non-profit, acting as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Addendum, each agency, political subdivision and authorized non-profit will be responsible to follow the terms and conditions of the Master Service Agreement; and they will have the same rights

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(hereinafter "Participating State/Participating Entity")

[insert state/entity contract number if required xxxxxx]

and responsibilities for their purchases as the Lead State has in the Master Service Agreement. Each agency, political subdivision and authorized non-profit will be responsible for their own charges, fees, and liabilities. Each agency, political subdivision and authorized non-profit will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

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

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

[Replace this with specific changes or a statement that No Changes Are Required]

4. [Purposely Left Blank.]

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

Lead State

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

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And

[insert name of participating state or participating entity xxxxxxxx]

(hereinafter "Participating State/Participating Entity")

[insert state/entity contract number if required xxxxxx]

Contractor

Name	
Address	
Telephone	
Fax	
E-mail	

Participating State/Participating Entity

Name	
Address	
Telephone	
Fax	
E-mail	

6. [Purposely Left Blank.]

7. Purchase Order Instructions:

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

WESTERN STATES CONTRACTING ALLIANCE

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[insert state/entity contract number if required xxxxxx]

8. Price Agreement Number:

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

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

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal

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[insert name of participating state or participating entity xxxxxxxx]

(hereinafter "Participating State/Participating Entity")

[insert state/entity contract number if required xxxxxx]

Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds.. Ordering entity is responsible for informing contractor in writing prior to ARRA funds being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

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

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

Participating State/Participating Entity:	Contractor:
By:	By:
Name:	Name:

WESTERN STATES CONTRACTING ALLIANCE

WIRELESS SERVICES 2012-2017

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(hereinafter "Contractor")

And

[insert name of participating state or participating entity xxxxxxxx]

(hereinafter "Participating State/Participating Entity")

[insert state/entity contract number if required xxxxxx]

Title:	Title:
Date:	Date:

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

WSCA
Western States Contracting Alliance

WESTERN STATES CONTRACTING ALLIANCE

WIRELESS SERVICES 2012-2017

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And

[insert name of participating state or participating entity xxxxxxxx]

(hereinafter "Participating State/Participating Entity")

[insert state/entity contract number if required xxxxxx]

EXHIBIT A – FUNDING DOCUMENT

[INSERT TEMPLATE BELOW TO AGENCY/ENTITY LETTERHEAD]

<Date>

<Agency Name>

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

<Street Address>

<City>, <State> <ZIP Code>

<Insert Phone Number>

<Email>

Dear <Insert Sprint Sales Rep Name>,

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

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

WESTERN STATES CONTRACTING ALLIANCE

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And

[insert name of participating state or participating entity xxxxxxxx]

(hereinafter "Participating State/Participating Entity")

[insert state/entity contract number if required xxxxxx]

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

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

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

Sprint

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

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WIRELESS SERVICES 2012-2017

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(hereinafter “Contractor”)

And

[insert name of participating state or participating entity xxxxxxxx]

(hereinafter “Participating State/Participating Entity”)

[insert state/entity contract number if required xxxxxx]

Sincerely,

<Sign Name, Title>

