



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

For
96

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

February 28, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Purchase and Property, to exercise an option to extend the contract for six (6) months (April 1, 2020 through September 30, 2020) with Sprint Solutions, Inc. of Overland Park, PA (Vendor No. 207065) for the provision of wireless cellular and data service. This contract was approved by the Governor and Executive Council on October 5, 2016, item 46, and amended by the first amendment on April 11, 2018, item 111, amended by the second amendment on November 14, 2018, item #72 and amended by the third amendment on March 13, 2019, items #106. The original contract price limitation will increase by \$100,000.00 from \$200,000.000 to \$300,000.00. The contract is set to expire on March 31, 2020. This amendment exercises the option to extend the current contract for a six (6) month term under the same terms, conditions and pricing structure.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

This request is being submitted in order give the State more time to finish the evaluations, negotiations, and award process for replacement contracts under RFP 2239-20, as well as continuing to allow the State agencies the ability to continue wireless and cellular data services to fit their business needs.

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Sprint Solutions, Inc. of Overland Park, PA.

Respectfully submitted,

Charles M. Arlinghaus



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doiit

Denis Goulet
Commissioner

January 24, 2020

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street
Concord, NH 03301

Dear Commissioner Arlinghaus,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Sprint Solutions, Inc., of Overland Park, PA for Wireless Cellular and Data Service as described below and referenced as DoIT No. 2016-077D.

This amendment request is to extend the current contact for six (6) months under the same prices and conditions by extending the completion date to September 30, 2020 from the original completion date of March 31, 2020. It will allow State agencies to continue wireless and data services.

This amendment shall become effective upon Governor and Executive Council approval through September 30, 2020.

A copy of this letter should accompany the Department of Administrative Services submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik/ck
DoIT #2016-077D
Cc: Erica Brisson, DAS

**FOURTH AMENDMENT TO THE CONTRACT
BETWEEN SPRINT SOLUTIONS, INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR WIRELESS CELLULAR AND DATA SERVICES
CONTRACT # 8002088**

This Fourth Amendment (hereinafter referred to as the "Amendment"), dated this 14th day of February, 2020, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Sprint Solutions, Inc. (hereinafter referred to as "the Contractor") for Wireless Cellular and Data Services.

WHEREAS, pursuant to an agreement approved by Governor and Executive Council on October 5, 2016, item #46, first amended on April 11, 2018 as item #111, second amended on November 14, 2018 as item #72, third amended on March 13, 2019 as item #106 and set to expire March 31, 2020, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain wireless cellular and data services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

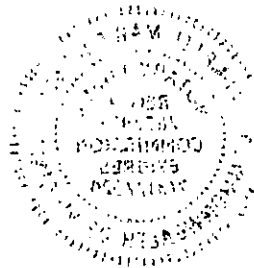
1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:

1.7 September 30, 2020

2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$300,000.00

3. All other provisions of the Agreement, approved by the Governor and Executive Council on October 5, 2016, item #46, first amended on April 11, 2018 as item #111, second amended on November 14, 2018 as item #72, third amended on March 13, 2019 as item #106 and shall remain in full force and effect.



By: *C. Felix*
SPRINT SOLUTIONS, INC

Christopher J. Felix
(Print Name)
Vice President & General Manager,
Title: Sprint Government

Date: 02/14/2020
Sprint Reference No.: BSG2001-0513
NOTARY PUBLIC/JUSTICE OF THE PEACE

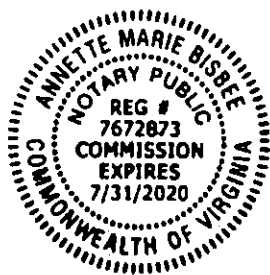
On the 14th day of FEB, 2020
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as
Christopher J. Felix

And acknowledge that he executed this
document indicated above.

In witness thereof, I hereunto set my hand
and official seal.

Annette Marie Bisbee
(Notary Public/Justice of the Peace)

My commission expires:
07/31/2020
(Date)



By: *C. Arlinghaus*
STATE OF NEW HAMPSHIRE

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services
Date: 2/25/2020

OFFICE OF THE ATTORNEY GENERAL
By: *T. Rahmatova*
Takhira Rahmatova
(Print Name)

Title: Attorney
Date: 2/27/2020

The foregoing contract was approved by
the Governor and Council of New
Hampshire on

Signed: _____
(Print Name)
Title: _____

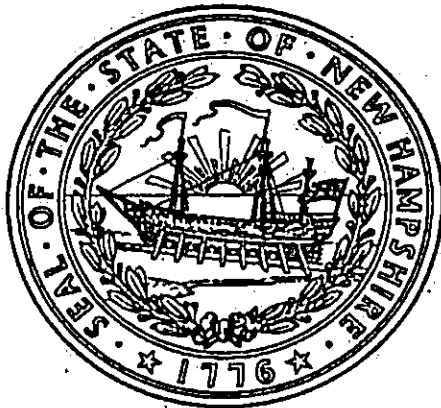
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SPRINT SOLUTIONS, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on August 12, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 413339

Certificate Number : 0004793226



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of January A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

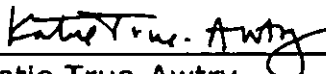
SPRINT SOLUTIONS, INC.

Assistant Secretary's Certificate

I, Katie True-Awtry, the Assistant Secretary of Sprint Solutions, Inc., a Delaware corporation (the "Corporation"), do hereby certify that I am a duly elected and acting Assistant Secretary of the Corporation and have access to the corporate records, minutes, and corporate seal of the Corporation.

I further certify that, based on information provided to me and pursuant to the Fiscal Authorization Policy of the Corporation, Chris Felix, Vice President, is authorized to sign a Wireless Agreement with the State of New Hampshire, on behalf of the Corporation.

IN WITNESS WHEREOF, I have set my hand and seal of the Corporation this 14th day of February, 2020.



Katie True-Awtry
Assistant Secretary


(Corporate Seal)



CERTIFICATE OF LIABILITY INSURANCE

4/1/2020

DATE (MM/DD/YYYY)

3/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

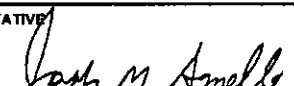
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Casualty Company		20443
INSURER B : American Casualty Company of Reading, PA		20427
INSURER C : Transportation Insurance Company		20494
INSURER D : Starr Indemnity & Liability Company		38318
INSURER E :		
INSURER F :		

COVERAGES SPRCO03 CERTIFICATE NUMBER: 12194285 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. <input checked="" type="checkbox"/> *TENANTS LEGAL LIAB GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GL5082521363	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BUA5082521329	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Garagekeepers \$ Included
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	1000706013191	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C B B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC5082521282 (RETRO) WC5082521296 (DEDUCTIBLE) WC5082521279 (CA) GAP5082521315 (STOP GAP)	4/1/2019 4/1/2019 4/1/2019 4/1/2019	4/1/2020 4/1/2020 4/1/2020 4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *FIRE DAMAGE IS INCLUDED IN BROADER TENANTS LEGAL LIABILITY FORM WITH LIMITS OF \$1,000,000 PER OCCURRENCE. STATE OF NEW HAMPSHIRE IS AN ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT AND SUBJECT TO POLICY TERMS AND CONDITIONS. RE: TELECOMMUNICATIONS.

CERTIFICATE HOLDER	CANCELLATION See Attachment
12194285 STATE OF NEW HAMPSHIRE, ADMINISTRATIVE SERVICES BUREAU OF PURCHASE & PROPERTY ATTN: PURCHASING AGENT, PAUL RHODES 25 CAPITOL STREET, STATE HOUSE ANNEX RM 102 CONCORD NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL WRITTEN NOTICE IN ACCORDANCE WITH THE POLICY PROVISIONS TO THE CERTIFICATE HOLDER NAMED WITHIN THE STATED TIME FRAMES OF 30 DAYS, EXCEPT FOR REASON OF NON-PAYMENT OF PREMIUM AT 10 DAYS. FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.



State of New Hampshire
 DEPARTMENT OF ADMINISTRATIVE SERVICES
 OFFICE OF THE COMMISSIONER
 25 Capitol Street – Room 120
 Concord, New Hampshire 03301

Charles M. Arlinghaus
 Commissioner
 (603)-271-3201

Joseph B. Bouchard
 Assistant Commissioner
 (603)-271-3204

Catherine A. Keane
 Deputy Commissioner
 (603)-271-2059

January 24, 2019

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Purchase and Property, to exercise an option to extend the contract for one (1) year with Sprint Solutions, Inc., Overland Park, KS (Vendor No. 207065) for the provision of wireless cellular and data service. The original contract was approved by Governor and Council on October 5, 2016 (Item 46), first amended on April 11, 2018 (Item 111), second amended on November 14, 2018 (Item 72) and set to expire on March 31, 2019. The terms and conditions and pricing structure remain the same. Effective upon Governor and Council approval for the period of April 1, 2019 through March 31, 2020.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

On October 5, 2016 (Item 46), Governor and Council approved a contract with Sprint Solutions, Inc. to provide wireless cellular and data service; the contract was first amended on April 11, 2018 (Item 111), and second amended on November 14, 2018 (Item 72). This request is to allow for a one year extension so that the Bureau can work with the Department of Information Technology and our vendors to draft an updated Request for Proposal to meet the changing needs of cellular and wireless services.

The benefits of amending the contract shall allow the State agencies the ability to continue current wireless and cellular data services that meet their current business needs.

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Sprint Solutions, Inc.

Respectfully submitted,

Charles M. Arlinghaus
 Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doiit

Denis Goulet
Commissioner

January 30, 2019

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street
Concord, NH 03301

Dear Commissioner Arlinghaus,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Sprint Solutions, Inc., of Overland Park, PA for Wireless Cellular and Data Service as described below and referenced as DoIT No. 2016-077C.

This amendment request is to extend the current Sprint contact for one (1) year under the same prices and conditions by extending the completion date to March 31, 2020 from the original completion date of March 31, 2019, for the purpose of providing the State with a source for wireless cellular services effective upon Governor and Executive Council approval through March 31, 2020.

A copy of this letter should accompany the Department of Administrative Services submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2016-077C
Cc: Paul Rhodes, DAS

**THIRD AMENDMENT TO THE CONTRACT
BETWEEN SPRINT SOLUTIONS, INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR WIRELESS CELLULAR AND DATA SERVICES
CONTRACT # 8002088**

KF
EB This Third Amendment (hereinafter referred to as the "Amendment"), dated this 29
day of ~~December~~ ^{November}, 2018, is by and between the State of New Hampshire, Department of
Administrative Services (hereinafter referred to as "the State") and Sprint Solutions, Inc.
(hereinafter referred to as "the Contractor") for Wireless Cellular and Data Services.

WHEREAS, pursuant to an agreement approved by Governor and Executive Council on
October 5, 2016, item #46, first amended on April 11, 2018 as item #111, second amended on
November 14, 2018 as item #72, and set to expire March 31, 2019, (hereinafter referred to as
"the Agreement"), the Contractor agreed to perform certain wireless cellular and data services
for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended
by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this
Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the
following:

1.7 March 31, 2020

2. All other provisions of the Agreement, approved by Governor and Executive Council on
October 5, 2016, item #46, first amended on April 11, 2018 as item #111, second
amendment on November 14, 2018 as item #72, shall remain in full force and effect.

SPRINT SOLUTIONS, INC.
Sprint Reference No: BSG1811-0213

By: [Signature]

Christopher Felix
(Print Name)

Title: VP, Public Sector & Federal

Date: 11/29/18

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 29 day of November, 18.
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Christopher Felix

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

Annette Marie Bisbee
(Notary Public/Justice of the Peace)

My commission expires:
07/31/2020
(Date)

Sprint Approved as to Legal Form - TFD 11/21/18



STATE OF NEW HAMPSHIRE

By: [Signature]

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 1-29-19

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]

(Print Name)

Title: S. AG

Date: 2/13/19

The foregoing contract was approved by the Governor and Council of New Hampshire on

Signed: _____

(Print Name)

Title: _____



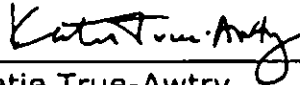
SPRINT SOLUTIONS, INC.

Assistant Secretary's Certificate

I, Katie True-Awtry, the Assistant Secretary of Sprint Solutions, Inc., a Delaware corporation (the "Corporation"), do hereby certify that I am a duly elected and acting Assistant Secretary of the Corporation and have access to the corporate records, minutes, and corporate seal of the Corporation.

I further certify that, based on information provided to me and pursuant to the Fiscal Authorization Policy of the Corporation, Chris Felix, Vice President, is authorized to sign a Wireless Agreement with the State of New Hampshire, on behalf of the Corporation.

IN WITNESS WHEREOF, I have set my hand and seal of the Corporation this 29th day of November, 2018.



Katie True-Awtry
Assistant Secretary



(Corporate Seal)

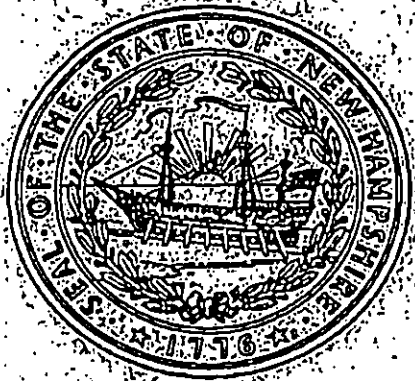
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SPRINT SOLUTIONS, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on August 12, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 413339

Certificate Number: 0004185892



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of September A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

4/1/2019

DATE (MM/DD/YYYY)

3/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

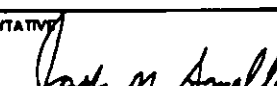
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 14971 SPRINT SOLUTIONS, INC. 6480 SPRINT PARK WAY OVERLAND PARK KS 66251	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Casualty Company		20443
	INSURER B: American Casualty Company of Reading, PA		20427
	INSURER C: Transportation Insurance Company		20494
	INSURER D: Starr Indemnity & Liability Company		38318
	INSURER E:		
INSURER F:			

COVERAGES SPRCO03 CERTIFICATE NUMBER: 12194285 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC INSD	SUBR WOOD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. <input checked="" type="checkbox"/> *TENANTS LEGAL LIAB GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GL5082521363	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BUA5082521329	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Grease/keepers \$ Included
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	1000706013181	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5082521282 (RETRO) WC5082521296 (DEDUCTIBLE) WC5082521279 (CA) GAP5082521315 (STOP GAP)	4/1/2018 4/1/2018 4/1/2018 4/1/2018	4/1/2019 4/1/2019 4/1/2019 4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *FIRE DAMAGE IS INCLUDED IN BROADER TENANT'S LEGAL LIABILITY FORM WITH LIMITS OF \$1,000,000 PER OCCURRENCE. STATE OF NEW HAMPSHIRE IS AN ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT AND SUBJECT TO POLICY TERMS AND CONDITIONS. RE: TELECOMMUNICATIONS.

CERTIFICATE HOLDER	CANCELLATION See Attachment
12194285 STATE OF NEW HAMPSHIRE, ADMINISTRATIVE SERVICES BUREAU OF PURCHASE & PROPERTY ATTN: PURCHASING AGENT, PAUL RHODES 25 CAPITOL STREET, STATE HOUSE ANNEX RM 102 CONCORD NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL WRITTEN NOTICE IN ACCORDANCE WITH THE POLICY PROVISIONS TO THE CERTIFICATE HOLDER NAMED WITHIN THE STATED TIME FRAMES OF 30 DAYS, EXCEPT FOR REASON OF NON-PAYMENT OF PREMIUM AT 10 DAYS. FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street - Room 120
Concord, New Hampshire 03301

72 msc

Charles M. Arlinghaus
Commissioner
(603)-271-3201

Joseph B. Bouchard
Assistant Commissioner
(603)-271-3204

Catherine A. Keane
Deputy Commissioner
(603)-271-2059

11/14/18

October 8, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Purchase and Property, to amend the contract with Sprint Solutions, Inc., of Overland Park, KS (Vendor No. 207065) for the provision of wireless cellular and data service. The original contract was approved by Governor and Council on October 5, 2016, Item #46, for a period of three (3) years, and amended on April 11, 2018, Item #111. This second amendment represents the exercise of the option to amend and add multiple plans that have improved rates and services. The terms and conditions and pricing structure remain the same. Effective upon Governor and Council approval through March 31, 2019.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

This request is a result of newly launched custom plans for government subscribers. Multiple plans will be amended and multiple plans will be added that have improved rates and services. This will allow for cellular plans that fit agency needs more efficiently and effectively.

The benefits of amending the contract shall allow the State agencies the ability to obtain wireless and cellular data services to their business needs and improved pricing on existing plans.

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Sprint Solutions, Inc.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

August 14, 2018

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street
Concord, NH 03301

Dear Commissioner Arlinghaus,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Sprint Solutions, Inc., of Overland Park, KS for Wireless Cellular and Data Service as described below and referenced as DoIT No. 2016-077B.

This amendment request is the result of revised custom plan for government subscribers. This will allow the State agencies to procure wireless cell phone and data services that fit agency needs more efficiently and effectively.

A copy of this letter should accompany the Department of Administrative Services submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2016-077B
Cc: Ryan Aubert, DAS

SECOND AMENDMENT TO THE CONTRACT
BETWEEN SPRINT SOLUTIONS, INC.

AND

THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR WIRELESS CELLULAR AND DATA SERVICES
CONTRACT # 8002088

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 24th day of August, 2018, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Sprint Solutions, Inc. (hereinafter referred to as "the Contractor") for Wireless Cellular and Data Services.

WHEREAS, pursuant to an agreement effective October 5, 2016 set to expire March 31, 2019, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain wireless cellular and data services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Add the Non - Sprint Inventoried Embedded Computing Connection and Router Plan to Section 2 ("PRICING STRUCTURE"), subsection ("BALANCE OF PRODUCT LINE") as follows:

Non - Sprint Inventoried Embedded Computing Connection and Router Plan

A. The Non - Sprint Inventoried Embedded Computing Connection and Router Plan provides EVDO (using CDMA technology) data functionality and Sprint 4G data functionality in certain coverage areas of the United States. Sprint 4G Network coverage is not available everywhere and requires a 4G Network data-compatible embedded connection device. Customer may contact its Sprint Account Representative or visit www.sprint.com/coverage for current coverage areas and applicable wireless devices. Sprint reserves the right to limit the devices that can be used with this Business Plan. This Business Plan is only available to Customer Lines domiciled in the United States.

B. Non - Sprint Inventoried Embedded Computing Connection and Router Plan Charges

MRC	\$29.99 ¹
Data Services limitation in Gigabytes ("GB")	Unlimited for Acceptable Use ²
Data Roaming limitation in Megabytes ("MB")	300 MB
Overage charge for additional data Roaming usage above plan limit	\$0.25 per MB ³

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

² Unlimited use available while on the Sprint network. Sprint reserves the right to throttle, modify or suspend wireless data service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device: (i) exceeds an average of 50 GB/month on a Customer billing account; or (ii) a Customer Line exceeds 75 GB/month, 300 MB/month of usage while Roaming or engages in the following prohibited

uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

² If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.

- 1) Non - Sprint Inventoried Embedded Computing Connection Plan and Router Plan includes data usage up to the plan's Data Services Limitation on the Sprint 4G Network (if included), the Sprint 3G Network and the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network (if included), then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- 2) Data usage on the Sprint 4G Network requires a 4G capable device.
- 3) Roaming is not available on the Sprint 4G Network at this time.
- 4) Premium Services content is not available with this Business Plan.
- 5) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

2. The parties agree to add the Sprint Custom Feature Phone Plan - BYOD or Full SRP to Section 2 ("PRICING STRUCTURE"), subsection ("BALANCE OF PRODUCT LINE - OTHER PLANS") as follows:

Sprint Custom Feature Phone Plan - BYOD or Full SRP

Sprint Custom Feature Phone Plan	
NET MRC ¹	\$9.99 ¹
Anytime Minutes	\$0.06 per Minute
Messages	Unlimited
Device Eligibility	BYOD or Full SRP Feature Phone Only
SDC Plus	Included

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

- 1) Feature phone devices utilizing the Sprint Custom Feature Phone plans above receive unlimited Domestic voice and text; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. In addition, the Sprint Custom Feature Phone plans above include unlimited international text for text messages sent to, or received from, over 180 countries while the phone is located in the United States (subject to phone capability). Additional charges apply for text messages sent or received while Roaming internationally. More information is available at sprint.com/international.
- 2) Customer will receive an additional MRC charge of up to \$25 on any Sprint subsidized devices that are activated on any of the unsubsidized plans in this section in addition to the Net MRC shown above.
- 3) Above plan is not available for Installment Billing.
- 4) Sprint Custom Feature Phone Plans are not eligible for the Corporate Service Pricing Discount.

3. The parties agree to add the 3G/4G Connection Card Plan. - BYOD or Full SRP to Section 2 ("PRICING STRUCTURE"), subsection ("BALANCE OF PRODUCT LINE - OTHER PLANS") as follows:

3G/4G Connection Card Plan. - BYOD or Full SRP

The 3G/4G Connection Card Plan provides both EVDO (using CDMA technology) and Sprint 4G data functionality in certain coverage areas of the United States. Sprint 4G Network coverage is not available everywhere and requires a Sprint 4G Network data-compatible connection card. Customer may contact its Sprint Account Representative or visit www.sprint.com/coverage for current coverage areas and applicable wireless devices. Sprint reserves the right to limit the devices that can be used with this Business Plan. This Business Plan is only available to Customer Lines domiciled in the United States.

A. 3G/4G Connection Card Plan Charges - BYOD or Full SRP

MRC	\$10.00 ¹	\$22.99 ¹
Data Services limitation in Gigabytes ("GB")	2 GB ²	Unlimited for Acceptable Use ⁴
Overage charge for additional data Services usage above plan limit	N/A	N/A
Data Roaming limitation in Megabytes ("MB")	100	300
Overage charge for additional data Roaming usage above plan limit	\$0.25 per MB ²	\$0.25 per MB ²
Device Eligibility	BYOD or Full SRP Feature Phone Only	BYOD or Full SRP Feature Phone Only

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

² If Customer's data usage in a given month exceeds the plan's data Services limitation or data Roaming limitation, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds both the plan's Data Services limitation and Data Roaming limitation.

³ Once each of Customer's individual devices exceeds the plan's Data Services limitation, Sprint will throttle data speeds to 128kb for remainder of the billing cycle with no additional charges. If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.

⁴ Unlimited use available while on the Sprint network. Sprint reserves the right to throttle, modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 5GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

1) The 3G/4G Connection Card Plan includes combined data usage on the Sprint 4G Network, the Sprint 3G Network and the Nationwide Sprint Network, up to the plan's data Services limitation. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

2) Premium Services content is not available with this Business Plan.

3) Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are intended to be used for web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; to transmit or facilitate any unsolicited or unauthorized advertising,

telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; or for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user.

- 4) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.
- 5) Customer will receive an additional MRC charge of up to \$25 on any Sprint subsidized devices that are activated on any of the unsubsidized plans in this section in addition to the MRC shown above.

4. The parties agree The parties agree to add the ACTSOFT ENCORE APPLICATIONS to Section 2 ("PRICING STRUCTURE"), subsection ("BALANCE OF PRODUCT LINE - THIRD PARTY APPLICATIONS") as follows:

ACTSOFT ENCORE APPLICATIONS. Actsoft Encore Applications are cloud-based Fleet, Asset, and Workforce Management solutions from Actsoft.

A. For Encore Workforce Management solutions, CalAmp equipment is not required. Rather, Customer must utilize a Sprint handset or smartphone and a primary Sprint service plan onto which Encore Workforce Management Services are added for an additional MRC.

B. For Encore Fleet Vehicle (unbundled), Fleet Management ELD add-on (unbundled), Encore Standalone Electronic Logging Device (ELD), and Encore Asset (unbundled), the MRC in the table in Section E below does not include the purchase price of the CalAmp Device. Instead, the customer will be invoiced separately for the CalAmp Devices purchased from Actsoft for use with these Actsoft Encore Applications.

C. For Encore Fleet Vehicle (Bundled), Fleet Management ELD add-on (bundled) and Encore Asset (bundled), Customer must obtain CalAmp Devices from Actsoft, pursuant to the terms of an Actsoft Device End User Agreement between Customer and Actsoft. Title to the CalAmp Devices used with these Actsoft Vehicle Applications remains with Actsoft; Customer is not purchasing the CalAmp Devices used with these Applications. For these services, the MRC in the table in Section E below includes the Actsoft Encore Application and the use of a CalAmp Device.

D. Accessories, installation, professional services, wireless data Business Plans, messaging, Managed Network Services and maintenance support are not included in the MRC for any of the Actsoft Encore Applications. Customer must purchase a wireless data Business Plan from Sprint for an additional charge. Customer may purchase the rest of the excluded products and services from Sprint or a Sprint-authorized provider for an additional charge.

E. Charges.

Actsoft Encore Applications	MRC ¹	NRC - Hardware Charge
<i>Workforce Management Solutions</i>		
Classic (Mobile Forms, Tracking, Messaging)	\$10.00*	NA
Essentials (Classic package + Time and Attendance)	\$15.00*	NA
Ultimate (Essentials package + Work Order Dispatching)	\$20.00*	NA
Attachable (GPS)	\$5.00	NA

Actsoft Encore Applications	MRC	NRC - Hardware Charge
Fleet Management (primary) Solutions		
Encore Fleet Vehicle (unbundled)	\$15.00*	\$199
Encore Fleet Vehicle (bundled)	\$20.00*	NA
Fleet Management (add-on)		
ELD (unbundled)	\$10.00*	\$275
ELD (bundled)	\$15.00*	NA
Encore Classic	\$5.00*	NA
Encore Essentials	\$10.00*	NA
Encore Ultimate	\$15.00*	NA
Asset Management Solutions		
Encore Asset (unbundled)	\$10.00*	\$100
Encore Asset (bundled)	\$15.00*	NA
Encore Standalone Electronic Logging Device (ELD) for Hours of Service	\$20.00*	\$175

*MRCs and NRCs are net of all discounts. Customer's Service Pricing Discount is not applicable.

- 1) Activations of the Actsoft Encore Applications are not eligible for service credits, wireless device discounts, or rebates. The Actsoft Encore Applications may not be purchased in conjunction with certain Sprint promotions or contests.
- 2) As indicated in the table above, Sprint may charge Customer a one-time Hardware Charge for each CalAmp Device activated with certain Actsoft Encore Applications.

F. CalAmp Devices. As used herein, "CalAmp Device" refers to a CalAmp wireless device included in one of the series referenced herein. Actsoft Encore solutions may be activated on the CalAmp LMU-2600 series, CalAmp LMU-2800 series, CalAmp LMU-3000 series, CalAmp TTU-620 series, CalAmp TTU-720 series, and CalAmp LMU-4200 series of wireless devices.

G. Features.

- (1) Encore Workforce Management Classic is workforce management solution that includes Mobile Forms, Event-Based Tracking, and Messaging.
- (2) Encore Workforce Management Essentials provides the features of Encore Workforce Management Classic plus Time & Attendance.
- (3) Encore Workforce Management Ultimate provides the features of Encore Workforce Management Essentials plus Work Order Dispatching.
- (4) Encore Workforce Management Attachable (GPS) provides continuous GPS location tracking for handsets and smartphones. It is attachable only to Encore Workforce Management Classic, Essentials, and Ultimate plans.
- (5) Encore Fleet Vehicle (unbundled) helps to manage locations, behaviors and idling to optimize efficiency and drive down costs. Features include up to the minute tracking, driver behavior and scorecards, and idle time monitoring/reporting.
- (6) Encore Fleet Vehicle (bundled) provides the features of Encore Fleet Vehicle (unbundled) while including the use of hardware in the monthly recurring charge.
- (7) Fleet Management ELD (unbundled) add-on provides Electronic Logging Device (ELD) and application for automated recording of drivers Hours of Service. Customer purchases device upfront separate from monthly recurring charge. It is attachable only to the Encore Fleet Management primary Solutions.
- (8) Fleet Management ELD (bundled) add-on provides the features of the Fleet Management ELD (unbundled) add-on while including the use of hardware in the monthly recurring charge.

- (9) Fleet Management Encore Classic add-on provides the features for the Workforce Management Classic service, and is attachable only to the Encore Fleet Management primary Solutions.
 - (10) Fleet Management Encore Essentials add-on provides the features for the Workforce Management Essential service, and is attachable only to the Encore Fleet Management primary Solutions.
 - (11) Fleet Management Encore Ultimate add-on provides the features for the Workforce Management Ultimate service, and is attachable only to the Encore Fleet Management primary Solutions.
 - (12) Encore Asset (unbundled) sets alerts and runs reports based on the movement and location of high-value assets with GPS and motion-based monitoring technology.
 - (13) Encore Asset (bundled) provides the features of the Encore Asset (unbundled) service while including the use of hardware in the monthly recurring charge.
 - (14) Encore Standalone Electronic Logging Device (ELD) for Hours of Service provides Electronic Logging Device (ELD) and application for automated recording of drivers Hours of Service. Customer purchases device upfront separate from monthly recurring charge. This SOC is used independently and is not attached to any other Encore Fleet plans.
 - (15) The features described above may change in Actsoft's sole discretion.
- H. License Agreement. Customer's use of the Actsoft Encore Applications is subject to acceptance of the Actsoft End User Terms and Conditions presented to Customer upon first log-in to the Actsoft portal ("Actsoft Terms"). The Actsoft Terms are subject to change without prior notice to Customer.
- I. Technical Support. For technical support related to the Actsoft Encore Applications, Customer should contact Actsoft Customer Care at: 1-888-732-6638.
- J. The State reserves the right to remove these services if changes are not in the best interest of the State.
5. All other provisions of the Agreement, approved by the Governor and Executive Council on October 5, 2016 shall remain in full force and effect.

SPRINT SOLUTIONS, INC.

By: *Chris Felix*

Chris Felix
(Print Name)

Title: VP, Public Sector & Federal

Date: August 29, 2018

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 29th day of August, 2018.

There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Chris Felix

And acknowledge that he executed this document indicated above.

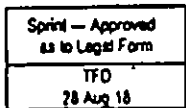
In witness thereof, I hereunto set my hand and official seal.

Annette Marie Bisbee

(Notary Public/Justice of the Peace)

My commission expires:

July 31, 2020
(Date)



STATE OF NEW HAMPSHIRE

By: *Charles M. Arlinghaus*

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 10-18-18

OFFICE OF THE ATTORNEY GENERAL

By: *Anna Marie*

(Print Name)

Title: SAGG

Date: 10/31/18

The foregoing contract was approved by the Governor and Council of New Hampshire on

Signed: _____

(Print Name)

Title: _____

**State of New Hampshire
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SPRINT SOLUTIONS, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on August 12, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 413339

Certificate Number : 0004185892



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of September A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

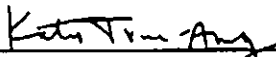
SPRINT SOLUTIONS, INC.

Assistant Secretary's Certificate

I, Katie True-Awtry, the Assistant Secretary of Sprint Solutions, Inc., a Delaware corporation (the "Corporation"), do hereby certify that I am a duly elected and acting Assistant Secretary of the Corporation and have access to the corporate records, minutes, and corporate seal of the Corporation.

I further certify that, based on information provided to me and pursuant to the Fiscal Authorization Policy of the Corporation, Chris Felix, Vice President, is authorized to sign a Wireless Agreement with the State of New Hampshire, on behalf of the Corporation.

IN WITNESS WHEREOF, I have set my hand and seal of the Corporation this 29th day of August, 2018.



Katie True-Awtry
Assistant Secretary

(Corporate Seal)



CERTIFICATE OF LIABILITY INSURANCE

4/1/2019

DATE (MM/DD/YYYY)

3/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (AG No. Ext.)	FAX (AG No.)
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Casualty Company		20443
INSURER B: American Casualty Company of Reading, PA		20427
INSURER C: Transportation Insurance Company		20494
INSURER D: Starr Indemnity & Liability Company		38318
INSURER E:		
INSURER F:		

COVERAGES SPR003 CERTIFICATE NUMBER: 12194285 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IN LTR	TYPE OF INSURANCE	MODE (RTO)	MIN (W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. <input checked="" type="checkbox"/> *TENANTS LEGAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. ACCT <input type="checkbox"/> LOC OTHER:	Y	N	GL5082521363	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 250,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPROP AGO \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BUA5082521329	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per person) \$ XXXXXXXX GREASE/STAINS \$ Included
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	1000706013181	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Necessary in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCS082521282 (RETRO) WCS082521296 (DEDUCTIBLE) WCS082521279 (CA) GAP5082521315 (STOP GAP)	4/1/2018 4/1/2018 4/1/2018 4/1/2018	4/1/2019 4/1/2019 4/1/2019 4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH. ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *FIRE DAMAGE IS INCLUDED IN BROADER TENANTS LEGAL LIABILITY FORM WITH LIMITS OF \$1,000,000 PER OCCURRENCE. STATE OF NEW HAMPSHIRE IS AN ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT AND SUBJECT TO POLICY TERMS AND CONDITIONS. RE: TELECOMMUNICATIONS.

CERTIFICATE HOLDER

12194285
 STATE OF NEW HAMPSHIRE, ADMINISTRATIVE SERVICES
 BUREAU OF PURCHASE & PROPERTY
 ATTN: PURCHASING AGENT, PAUL RHODES
 25 CAPITOL STREET, STATE HOUSE ANNEX RM 102
 CONCORD NH 03301

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Amell

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SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL WRITTEN NOTICE IN ACCORDANCE WITH THE POLICY PROVISIONS TO THE CERTIFICATE HOLDER NAMED WITHIN THE STATED TIME FRAMES OF 30 DAYS, EXCEPT FOR REASON OF NON-PAYMENT OF PREMIUM AT 10 DAYS. FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

4/11/18
APR 04 '18 PM 2:13 DRS
111 am



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street - Room 120
Concord, New Hampshire 03301

CHARLES M. ARLINGHAUS
Commissioner
(603)-271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603)-271-3204

March 20, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Purchase and Property, to exercise a contract renewal option with Sprint Solutions, Inc., of Overland Park, KS (Vendor No. 207065) for the provision of wireless cellular and data service. The original contract was approved by Governor and Council on October 5, 2016 Item 46, for a period of three (3) years. This amendment represents the exercise of the option to amend and add multiple plans that have improved rates and services. The terms and conditions and pricing structure remain the same. Effective upon Governor and Council approval through March 31, 2019.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

This request is a result of newly launched custom plans for government subscribers. Multiple plans will be amended and multiple plans will be added that have improved rates and services. This will allow for cellular plans that fit agency needs more efficiently and effectively.

The benefits of amending the contract shall allow the State agencies the ability to obtain wireless and cellular data services to their business needs and improved pricing on existing plans.

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Sprint Solutions, Inc.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

February 27, 2018

Charles M. Arlinghaus, Commissioner
State of New Hampshire
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

Dear Commissioner Arlinghaus,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with Sprint Solutions, Inc., of Overland Park, ~~KS~~ for Wireless Cellular and Data Service as described below and referenced as DoIT No. 2016-077A.

This amendment request is the result of newly launched custom plans for government subscribers. Multiple plans will be amended and multiple plans will be added that have improved rates and services. This will allow for cellular plans that fit agency needs more efficiently and effectively.

A copy of this letter should accompany the Department of Administrative Services' contract documentation through the approval process.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a long horizontal flourish extending to the right.

Denis Goulet

DG/ik
DoIT #: 2016-077A
cc: Heather Kelley, DAS

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN SPRINT SOLUTIONS, INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR WIRELESS CELLULAR AND DATA SERVICES
CONTRACT # 8002088**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 6th day of February, 2018, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Sprint Solutions, Inc. (hereinafter referred to as "the Contractor") for Wireless Cellular and Data Services.

WHEREAS, pursuant to an agreement effective October 5, 2016 set to expire March 31, 2019. (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain wireless cellular and data services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Add the Sprint Public Sector All In Smartphone - Red Plus Hotspot plan to Section 2 ("PRICING STRUCTURE"), subsection ("SMARTPHONE WITH PDA") as follows:

Sprint Public Sector All In Smartphone - Red Plus Hotspot

Net MRC Service Pricing Discounts will not apply	\$44.99 NET MRC ¹
Anytime Minutes	Unlimited
Unlimited Direct Connect® and Group Connect®	Included
Voice Roaming	Included
Caller ID & Voice Mail	Included
Unlimited internet browsing and e-mail	Included [*]
Data Roaming	Included ²
Domestic Messaging	Unlimited
Premium Data	Included
10 GB of Hotspot	Included ³

*Unlimited use available while on the Sprint network. Sprint reserves the right to modify, throttle or suspend wireless data service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 3GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.
² Data roaming is subject to the data roaming sections of the wireless services product annex.
³ Once each of Customer's individual devices exceeds the plan's Data Services limitation, Sprint will throttle data speeds to 128kb for remainder of the billing cycle with no additional charges. If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.
 A. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone, where the wireless high speed data network is available and a wireless high speed data-compatible phone is used.

Contractor Initials: KK
 Date: 2/4/18

- Corporate-liable Active Units will first attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- B. Direct Connect and Group Connect are available on select devices. Additional features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.
- C. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 100 MB/month while Roaming in total, or (iii) a majority of kilobytes while Roaming; provided that Customer's Wireless Data Connection Devices on "unlimited" Business Plans will not be subject to the Data Services limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

2. The parties agree to add the Sprint Public Sector All In Smartphone - Blue Plus Hotspot plan to Section 2 ("PRICING STRUCTURE"), subsection ("SMARTPHONE WITH PDA") as follows:

Sprint Public Sector All In Smartphone - Blue Plus Hotspot

Net MRC Service Pricing Discounts will not apply	\$47.99 NET MRC ¹
Anytime Minutes	Unlimited
Unlimited Direct Connect® and Group Connect®	Included
Voice Roaming	Included
Caller ID & Voice Mail	Included
Unlimited Internet browsing and e-mail	Included ²
Data Roaming	Included ²
Domestic Messaging	Unlimited
Premium Data	Included
10 GB of Hotspot	Included ³

¹Unlimited use available while on the Sprint network. Sprint reserves the right to modify, throttle or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 3GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

²MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

³Data roaming is subject to the data roaming sections of the wireless services product annex.

⁴Once each of Customer's individual devices exceeds the plan's Data Services limitation, Sprint will throttle data speeds to 128kb for remainder of the billing cycle with no additional charges. If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the average charges set forth in the table above.

- A. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-liable Active Units will first attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- B. Direct Connect and Group Connect are available on select devices. Additional features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.
- C. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from

harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Network or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 100 MB/month while Roaming in total, or (iii) a majority of kilobytes while Roaming; provided that Customer's Wireless Data Connection Devices on "unlimited" Business Plans will not be subject to the Data Services limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

3. The parties agree to add the Sprint Unlimited Series 65 - Plus Hotspot plan to Section 2 ("PRICING STRUCTURE"), subsection ("SMARTPHONE WITH PDA") as follows:

Sprint Unlimited Series 65 - Plus Hotspot

	Sprint Series 65 Unlimited
Net MRC Service Pricing Discounts will not apply	\$30.00 NET MRC
Anytime Minutes	Unlimited
Anytime Minutes Overage	NA
Unlimited Direct Connect® and Group Connect®	Included
Caller ID & Voice Mail	Included
Voice Roaming	Included
Unlimited Internet Browsing and Email	Included ²
Data Roaming	Included ²
Domestic Messaging	Unlimited
Premium Data	Included
Device Availability ¹	Samsung Galaxy J3 ¹
10 GB of Hotspot	Included ³

¹Data roaming is subject to the data roaming sections of the wireless services product annex.

²Price plan is only applicable for select devices including Samsung Galaxy J3, and other comparable devices to be agreed upon by the parties.

³Unlimited use available while on the Sprint network. Sprint reserves the right to modify, throttle or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 5GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

⁴Once each of Customer's individual devices exceeds the plan's Data Services limitation, Sprint will throttle data speeds to 128kb for remainder of the billing cycle with no additional charges. If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.

- A. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- B. Direct Connect and Group Connect are available on select devices. Additional features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.
- C. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, and modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Network or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving

Contractor Initials: *SK*
Date: *5/1/13*

email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming, Sprint wireless data Services may not be used: (a) to generate excessive amounts of internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Network or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 100 MB/month while Roaming in total, or (iii) a majority of kilobytes while Roaming; provided that Customer's Wireless Data Connection Devices on "unlimited" Business Plans will not be subject to the Data Services limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

4. The parties agree to add the Sprint Public Sector All In Smartphone - Yellow Plus Hotspot plan to Section 2 ("PRICING STRUCTURE"), subsection ("SMARTPHONE WITH PDA") as follows:

Sprint Public Sector All In Smartphone - Yellow Plus Hotspot

Net MRC Service Pricing Discounts will not apply	\$37.00 NET MRC ¹
Anytime Minutes	Unlimited
Unlimited Direct Connect® and Group Connect®	Included
Voice Roaming	Included
Caller ID & Voice Mail	Included
Unlimited internet browsing and e-mail	Included ²
Data Roaming	Included ²
Domestic Messaging	Unlimited
Premium Data	Included
Device Availability ²	iPhone SE, ³
10 GB of Hotspot	Included ⁴
Discretionary Credits (inclusive of PIC credit)	Not Permitted

¹ Unlimited use available while on the Sprint network. Sprint reserves the right to modify, throttle or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 5GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

² MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

³ Data roaming is subject to the data roaming sections of the wireless services product annex.

⁴ Price plan is only applicable for select devices including iPhone SE, and other comparable devices to be agreed upon by the parties.

⁵ Once each of Customer's individual devices exceeds the plan's Data Services limitation, Sprint will throttle data speeds to 128kb for remainder of the billing cycle with no additional charges. If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.

A. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

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

C. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Network or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of internet traffic

Contractor Initials: *KIC*
Date: *3/2/13*

through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional material, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Network or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 100 MB/month while Roaming in total, or (iii) a majority of kilobytes while Roaming; provided that Customer's Wireless Data Connection Devices on "unlimited" Business Plans will not be subject to the Data Services limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

5. The parties agree to delete the \$34.99 NET Mobile or Stationary Data Access Service Unlimited plan of Section 2 ("PRICING STRUCTURE"), subsection ("ISP ACCESS DATA SERVICES COSTS") and replace it with a new \$29.99 NET MRC 3G/4G Connection Card Mobile or Stationary Data Access Service Unlimited plan as follows:

3G/4G Connection Card Mobile or Stationary Data Access Service Unlimited Plan

The 3G/4G Connection Plan provides both EVDO (using CDMA technology) and Sprint 4G data functionality in certain coverage areas of the United States. Sprint 4G Network coverage is not available everywhere and requires a Sprint 4G Network data-compatible connection card. Customer may contact its Sprint Account Representative or visit www.sprint.com/coverage for current coverage areas and applicable wireless devices. Sprint reserves the right to limit the devices that can be used with this Business Plan. This Business Plan is only available to Customer Lines domiciled in the United States.

3G/4G Connection Plan Charges

MRC	NET \$29.99 ¹
Usage Included	Unlimited for Acceptable Use ²
Data Roaming limitation in Megabytes ("MB")	100 MB
Additional data Roaming usage above 100 MB	\$0.25 per MB ³

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

² Unlimited use available while on the Sprint network. Sprint reserves the right to throttle, modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 25 GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

³ If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.

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

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

C. Premium Services content is not available with this Business Plan.

D. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Network or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services

Contractor Initials: *JK*
Date: *3/1/18*

including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 100 MB/month while Roaming in total, or (iii) a majority of kilobytes while Roaming; provided that Customer's Wireless Data Connection Devices on "unlimited" Business Plans will not be subject to the Data Services limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing service for individual use.

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

6. The parties agree to delete Section 2 ("PRICING STRUCTURE"), subsection ("MACHINE-TO-MACHINE") in its entirety and replace it with new Sprint Data Access Plans for Business for Third Party M2M Devices - Connectivity - Fleet Vehicle Tracking, Wireless Sensors, Game Cameras, etc. as follows:

Sprint Data Access Plans for Business for Third Party M2M Devices - Connectivity - Fleet Vehicle Tracking, Wireless Sensors, Game Cameras, etc.

- 1) Sprint Data Access Plans for Business for Third Party M2M Devices provide data transmission services via the Sprint 4G Network, the Sprint 3G Network, and/or the Nationwide Sprint Network depending on the M2M Device used and the Business Plan purchased.

- 2) Charges. The following MRCs apply to Sprint Data Access Plans for Business for Third Party M2M Devices:

a) Sprint Data Access Plans for Business for Third Party M2M Devices - Connectivity - Fleet Vehicle Tracking, Wireless Sensors, Game Cameras, etc. Sprint Data Access Plans for Business for Third Party M2M Devices provide access to the Sprint 4G Network, the Sprint 3G Network and the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible M2M Device. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a Sprint Data Access Plan for Business for Third Party M2M Devices, the M2M Device first will attempt to connect to the Sprint 4G Network, and then will default to the Sprint 3G Network or Nationwide Sprint Network, depending on coverage and network availability. When the Sprint 3G Network is available and Customer uses a Sprint EVDO-compatible device with a Sprint Data Access Plan for Business for Third Party M2M Devices, the M2M Device first will attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network, depending on coverage and network availability.

Sprint Data Access Plans for Business for Third Party M2M Devices - Connectivity - Fleet Vehicle Tracking, Wireless Sensors, Game Cameras, etc.			
Plan Size	1MB	10MB	1GB
MRC	\$1.50 ¹	\$3.00 ¹	\$13.00 ¹
Overage per KB	\$0.003	\$0.003	\$0.0003
Data Roaming limitation	1 MB	5 MB	100 MB
Overage charge for additional data Roaming usage	\$1/MB	\$1/MB	\$0.25/MB
Data Pooling	Included	Included	Included

¹MRCs on these Business Plans are net of all discounts. Customer's M2M or Wireless (as applicable) Government Discount does not apply.

Contractor Initials: *JK*
Date: *3/1/19*

3) Additional Terms

- a) Usage limitations, including roaming usage limitations, and other data usage restrictions or limitations as set forth in the Wireless Services Product Annex and/or the Government Wireless Services Product Annex (as applicable) apply.
- b) Roaming is not available on the Sprint 4G Network at this time.
- c) Restricted Uses. Sprint Data Access Plans for Business for Third Party M2M Devices may not be used with laptops, netbooks, notebooks, tablets, or other comparable devices that involve active participation by a person. All usage must be embedded within machine-to-machine applications and M2M Devices.
- d) Data Pooling. Data usage will be pooled among M2M Devices on plans with the same Business Plan type, in the same Business Plan size, and with the same billing account number (each a "Pooling Group").

7. The parties agree to add the Unlimited for Acceptable Use Tablet Plan – Subsidized Tablets Only plan to Section 2 ("PRICING STRUCTURE"), subsection ("BALANCE OF PRODUCT LINE") as follows:

Unlimited for Acceptable Use Tablet Plan – Subsidized Tablets Only

MRC	\$29.99 ¹
Data Services limitation in Megabytes ("MB") or Gigabytes ("GB")	Unlimited for Acceptable Use ⁵
Overage charge for additional data Services usage above data Services limitation ²	N/A
Data Roaming limitation in Megabytes ("MB")	100MB
Overage charge for additional data Roaming usage above data Roaming limitation	\$0.25 per MB ³

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.
² The data Services overage charges set forth in the table above apply only to tablets compatible with the Sprint 4G LTE Network. The data Services overage charges for all other tablets will be \$0.05 per MB.
³ If Customer's data usage in a given month exceeds the plan's Data Services limitation or Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.
⁴ Customer will be liable for the overage charge set forth in the table above for any data usage that exceeds 300MB per month.
⁵ Unlimited use available while on the Sprint network. Sprint reserves the right to modify, throttle or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 10 GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.
A. All pricing and available MBs and GBs are the same whether Corporate-Liable Active Units use the Sprint 4G Network (if included), the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data device. When the Sprint 3G Network is available and Customer uses a Sprint EVDO-compatible device with a wireless high-speed data Business Plan, Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a Business Plan for Sprint 4G Services, Active Units will first attempt to connect to the Sprint 4G Network, and then default to the Sprint 3G Network or Nationwide Sprint Network depending on coverage and network availability.
B. Data usage on the Sprint 4G Network requires a 4G capable device.
C. Roaming is not available on the Sprint 4G Network at this time.
D. Additional charges apply for messaging service.
E. A two year Minimum Service Term is required if Customer receives a wireless device discount. Wireless device discounts may not be available on all devices. Tablets compatible with the Sprint 4G LTE Network are not eligible for wireless device discounts, service credits or rebates, but may be eligible for certain promotions.

8. The parties agree to delete Section 2 ("PRICING STRUCTURE"), subsection ("BALANCE OF PRODUCT LINE – OTHER MACHINE-TO-MACHINE PLANS") in its entirety and replace it with a new

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("BALANCE OF PRODUCT LINE - OTHER MACHINE-TO-MACHINE PLANS") for Sprint Data Access Plans for Business for Third Party M2M Devices as follows:

Sprint Data Access Plans for Business for Third Party M2M Devices

- 1) Sprint Data Access Plans for Business for Third Party M2M Devices provide data transmission services via the Sprint 4G Network, the Sprint 3G Network, and/or the Nationwide Sprint Network depending on the M2M Device used and the Business Plan purchased.
- 2) Charges. The following MRCs apply to Sprint Data Access Plans for Business for Third Party M2M Devices:

- a) Sprint Data Access Plans for Business for Third Party M2M Devices. Sprint Data Access Plans for Business for Third Party M2M Devices provide access to the Sprint 4G Network, the Sprint 3G Network and the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible M2M Device. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a Sprint Data Access Plan for Business for Third Party M2M Devices, the M2M Device first will attempt to connect to the Sprint 4G Network, and then will default to the Sprint 3G Network or Nationwide Sprint Network, depending on coverage and network availability. When the Sprint 3G Network is available and Customer uses a Sprint EVDO-compatible device with a Sprint Data Access Plan for Business for Third Party M2M Devices, the M2M Device first will attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network, depending on coverage and network availability.

Sprint Data Access Plans for Business for Third Party M2M Devices					
Plan Size	40MB	100MB	3GB	6GB	10GB
MRC	\$5.00 ¹	\$8.00 ¹	\$28.00 ¹	\$40.00 ¹	\$55.00 ¹
Overage per KB	\$0.003	\$0.0003	\$0.0003	\$0.0003	\$0.0003
Data Roaming Limitation	25 MB	100 MB	100 MB	300 MB	300 MB
Overage charge for additional data Roaming usage	\$0.25/MB	\$0.25/MB	\$0.25/MB	\$0.25/MB	\$0.25/MB
Data Pooling	Included	Included	Included	Included	Included

¹MRCs on these Business Plans are net of all discounts. Customer's M2M or Wireless (as applicable) Government Discount does not apply.

3) **Additional Terms**

- a) Usage limitations, including roaming usage limitations, and other data usage restrictions or limitations as set forth in the Wireless Services Product Annex and/or the Government Wireless Services Product Annex (as applicable) apply.
- b) Roaming is not available on the Sprint 4G Network at this time.
- c) Restricted Uses. Sprint Data Access Plans for Business for Third Party M2M Devices may not be used with laptops, netbooks, notebooks, tablets, or other comparable devices that involve active participation by a person. All usage must be embedded within machine-to-machine applications and M2M Devices.
- d) Data Pooling. Data usage will be pooled among M2M Devices on plans with the same Business Plan type, in the same Business Plan size, and with the same billing account number (each a "Pooling Group").

9. The parties agree to add the Sprint Business Share Plus Plans for Unsubsidized Handset, Tablet and Mobile Broadband with Additional MRC per Customer Line for Subsidized Devices to Section 2 ("PRICING STRUCTURE"), subsection ("BALANCE OF PRODUCT LINE - OTHER PLANS") as follows:

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Sprint Business Share Plus Plans for Unsubsidized Handset, Tablet and Mobile Broadband with Additional MRC per Customer Line for Subsidized Devices

A. Sprint Business Share Plus Plans for Handset, Tablet, and Mobile Broadband with Additional MRC per Customer Line for Subsidized Devices

Shareable Data Plan Allowance Per Line in Gigabytes ("GB")	Customer Line MRC	Net MRC after application of discount	Eligible Devices	Additional MRC per Customer Line for Subsidized Devices
1 GB	\$15	\$12.75	Feature Phone, Tablet, Mobile Broadband	\$5 for Feature Phones Not applicable for Tablet or Mobile Broadband
2 GB	\$20	\$17	Smartphone, Feature Phone, Tablet, Mobile Broadband	\$5 for Feature Phones \$25 for Smartphones Not applicable for Tablet or Mobile Broadband
4 GB	\$30	\$25.50	Smartphone, Feature Phone, Tablet, Mobile Broadband	\$5 for Feature Phones \$25 for Smartphones Not applicable for Tablet or Mobile Broadband

- *A "Customer Line" is the same as a "Corporate-Liable Active Unit," as defined in the Wireless Services Product Annex.
- (1) The applicable discounts as stated in the table above will be applied within two bill cycles. Discounts will not apply to any Customer Lines activated on a Customer Account that was in place as of November 17, 2017. If an existing Customer opens a new Billing Account Number, Customer Lines activated on such BAN will similarly not be eligible for the discounts set forth above. No other discounts apply.
 - (2) Smartphone and feature phone devices utilizing the Sprint Business Share Plus plans above for Handsets receive unlimited Domestic voice and text; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. In addition, the Sprint Business Share Plus plans above for Handsets include unlimited international text for text messages sent to, or received from, over 180 countries while the phone is located in the United States (subject to phone capability). Additional charges apply for text messages sent or received while Roaming internationally. More information is available at sprint.com/international.
 - (3) The data allowance includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices.
 - (4) Customer Lines activated on Sprint Business Share Plus plans are subject to a data Roaming limit of 100 MBs or a majority of kilobytes ("KBs") per line. Data Roaming limits are not shareable with other lines. This Roaming limitation includes Sprint Mobile Hotspot usage. Sprint will bill Customer \$0.25/MB for any data Roaming usage above the data Roaming limit. Additional charges for both the rate plan's data allowance and the data Roaming limit may occur.
 - (5) Shareable data usage will be aggregated among devices on the Sprint Business Share Plus plans for Handset, Tablet, and Mobile Broadband for Unsubsidized Handset, Tablet and Mobile Broadband with Additional MRC per Customer Line for Subsidized Devices set forth in the table above if such devices are activated and maintained under the same billing account number. Aggregated data is consumed on a first come first served basis until the allowance is exhausted. Additional data usage after the aggregated allowance is exhausted will be billed at \$0.005/megabyte ("MB") (\$5/GB). Data is not shareable with Sprint Business Share Plus for Machine-to-Machine rate plans.
 - (a) Customer may not exceed 600 Customer Lines obtained through any combination of Installment Agreements and Business Lease Agreements per BAN. Subsidized Devices, wireless devices purchased in one payment at full SRP, and wireless devices provided by Customer are not subject to a limit.
 - (6) The data usage limitations and restrictions set forth in the Wireless Services Product Annex apply to the Sprint Business Share Plus Plans for Handset, Tablet, and Mobile Broadband for Unsubsidized Handset, Tablet and Mobile Broadband with Additional MRC per Customer Line for Subsidized Devices.

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(7) Sprint Business Share Plus Plans for Handset, Tablet, and Mobile Broadband for Unsubsidized Handset, Tablet and Mobile Broadband with Additional MRC per Customer Line for Subsidized Devices are not eligible for the Corporate Service Pricing Discount.

10. The parties agree to delete Section 2 ("PRICING STRUCTURE"), subsection ("BALANCE OF PRODUCT LINE - THIRD PARTY APPLICATIONS") in its entirety and replace it with a new ("BALANCE OF PRODUCT LINE - THIRD PARTY APPLICATIONS") as follows:

ACTSOFT VEHICLE APPLICATIONS. Actsoft Vehicle Applications ("Actsoft Vehicle Applications") are cloud- or enterprise-based vehicle tracking solutions from Actsoft LLC ("Actsoft").

A. For Actsoft Comet Tracker EZ, Actsoft Comet Asset Purchase, Actsoft Comet Fleet, Actsoft Comet Tracker, Actsoft Comet Fleet Purchase, Actsoft Comet Fleet Premium - Hardware, Actsoft Comet Fleet Platinum - Hardware, and the Actsoft HOS Application. Customer must purchase CalAmp Devices (as defined below) from Actsoft. For these Actsoft Vehicle Applications, the MRC in the table below does not include the purchase price of the CalAmp Device. Instead, Sprint will invoice Customer separately for the CalAmp Devices purchased from Actsoft for use with these Actsoft Vehicle Applications.

B. For Actsoft Comet Asset Bundle, Comet Fleet Bundle, Comet Fleet Premium, Comet Fleet Platinum, and the Actsoft ELD + HOS Bundle, Customer must obtain CalAmp Devices from Actsoft, pursuant to the terms of an Actsoft Device End User Agreement between Customer and Actsoft. Title to the CalAmp Devices used with these Actsoft Vehicle Applications remains with Actsoft; Customer is not purchasing the CalAmp Devices used with these Applications. The MRC in the table in Section D below includes the Actsoft Comet Application and the use of a CalAmp Device.

C. Accessories, installation, professional services, wireless data Business Plans, messaging, Managed Network Services and maintenance support are not included in the MRC for any of the Actsoft Vehicle Applications. Customer must purchase a wireless data Business Plan from Sprint for an additional charge. Customer may purchase the rest of the excluded products and services from Sprint or a Sprint-authorized provider for an additional charge.

D. Charges

Actsoft Vehicle Applications	MRC	NRC - License Fee	NRC - Hardware Charge
Actsoft Comet Asset Bundle	\$20.00*	\$25*	NA
Actsoft Comet Asset Purchase	\$10.00*	NA	\$100*
Comet Fleet Bundle	\$20.00*	\$25*	NA
Comet Fleet Purchase	\$14.00*	NA	\$50*
Comet Fleet Premium	\$26.60*	NA	NA
Comet Fleet Premium - Hardware	\$26.60*	NA	\$50*
Comet Fleet Platinum	\$33.25*	NA	NA
Comet Fleet Platinum - Hardware	\$33.25*	NA	\$50*
Actsoft ELD + HOS Bundle	\$15.00*	\$20*	NA
Actsoft HOS Application	\$10.00*	\$20*	\$275*
Comet EZ	\$10.00*	\$20*	NA
Comet Tracker, 1-50 units	\$17.00*	\$20*	NA
Comet Tracker, 51-100 units	\$15.00*	\$20*	NA
Comet Tracker, 101+ units	\$13.00*	\$20*	NA
Actsoft Advanced Forms (stand-alone)	\$15.00*	\$20*	NA
Actsoft Advanced Forms module (add-on to Comet Tracker)	\$7.00*	NA	NA
Actsoft Mobile Worker (add-on to Comet Tracker) 1-15 units	\$16.99*	NA	NA
Actsoft Mobile Worker (add-on to Comet Tracker) >=16 units	\$12.99*	NA	NA

MRCs and NRCs are net of all discounts. Customer's Service Pricing Discount is not applicable.

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(1) Activations of the Actsoft Vehicle Applications are not eligible for service credits, wireless device discounts, or rebates. The Actsoft Vehicle Applications may not be purchased in conjunction with certain Sprint promotions or contests.

(2) As indicated in the table above, Sprint may charge Customer a one-time license fee or a one-time Hardware Charge for each CalAmp Device activated with certain Actsoft Vehicle Applications.

- E. CalAmp Devices. As used herein, "CalAmp Device" refers to a CalAmp wireless device included in one of the series referenced herein. Actsoft Comet Tracker EZ and Actsoft Comet Tracker may be activated on the CalAmp LMU-2600 series, CalAmp LMU-2800 series, or CalAmp LMU-3000 series of wireless devices. Actsoft Comet Asset Bundle and Actsoft Comet Asset Purchase may be activated on the CalAmp LMU-2800 series, CalAmp TTU-620 series, or CalAmp TTU-720 series of wireless devices. Actsoft Comet Fleet may be activated on the CalAmp LMU-2600 series, CalAmp LMU-2800 series, or CalAmp LMU-3000 series of wireless devices. Comet Fleet Bundle, Comet Fleet, Comet Fleet Premium, Comet Fleet Premium - Hardware, Comet Fleet Platinum, and Comet Fleet Platinum - Hardware may be activated on the CalAmp LMU-2600 series, CalAmp LMU-2800 series, or CalAmp LMU-3000 series of wireless devices. The Actsoft ELD + HOS Bundle and the Actsoft HOS Application may be activated on the CalAmp LMU-4200 series of wireless devices.
- F. Actsoft Comet Asset Bundle utilizes the Actsoft Comet Tracker EZ software functionality and includes the use of a CalAmp Device.
- G. Available for activation only on Smartphones or Tablets.
- H. The features described may change in Actsoft's sole discretion. Customer's use of the Actsoft Comet Applications is subject to acceptance of the Actsoft End User Terms and Conditions presented to Customer upon first log-in to the Actsoft portal ("Actsoft Terms"). The Actsoft Terms are subject to change without prior notice to Customer.
- I. The State reserves the right to remove these services if changes are not in the best interest of the State.
- J. Technical Support. For technical support related to the Actsoft Vehicle Applications, Customer should contact Actsoft Customer Care at: 1-888-732-6638.

SPIREON FLEETLOCATE TRAILER MANAGEMENT SOLUTION. The Spireon FleetLocate Trailer Management Solution ("FleetLocate Trailer Solution") includes a web-based trailer management Application from Spireon, Inc. ("Spireon") that provides real-time trailer location information ("Spireon Trailer Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12 wireless devices provided by Spireon ("Trailer Devices"). In addition to access to the Spireon Trailer Application, the MRC for the FleetLocate Trailer Solution includes training, maintenance support, standard ground shipping for the Trailer Device, access to the Nationwide Sprint Network, messaging, and the Trailer Device. Installation is not included and Customer may purchase this service from Sprint for an additional charge.

A. Charges

	FL12 Trailer Device
MRC	\$18.95*
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95

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

** The Device Activation Fee is a one-time charge that will be applied for each Trailer Device activated with the FleetLocate Trailer Solution.

(1) Activations of the FleetLocate Trailer Solution may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Trailer Solution may not be purchased in conjunction with certain Sprint promotions or contests.

- B. Customer's use of the Spireon Trailer Application and the Trailer Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to

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the Spireon Terms before Spireon offers any services associated with the FleetLocate Trailer Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair, and replacement of the FL12 Devices. The Spireon Terms are subject to change without prior notice to Customer.

- C. Technical Support. For technical support related to the FleetLocate Trailer Solution, Customer should call Spireon at 888-546-9810.
- D. The State reserves the right to remove these services if changes are not in the best interest of the State.

SPIREON FLEETLOCATE POWERED ASSET SOLUTION. The Spireon FleetLocate Powered Asset Solution ("FleetLocate Powered Asset Solution") includes a web-based powered asset management Application from Spireon, Inc. ("Spireon") that provides real-time powered asset location information and the duration of engine usage ("Spireon Powered Asset Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12EQ wireless devices provided by Spireon ("Powered Asset Devices"). In addition to access to the Spireon Powered Asset Application, the MRC for the FleetLocate Powered Asset Solution includes training, maintenance support, standard ground shipping for the Powered Asset Device, access to the Nationwide Sprint Network, messaging, and the Powered Asset Device. Installation is not included and Customer may purchase this service from Sprint for an additional charge.

A. Charges

	FL12EQ Powered Asset Device
MRC	\$18.95*
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95

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

** The Device Activation Fee is a one-time charge that will be applied for each Powered Asset Device activated with the FleetLocate Powered Asset Solution.

(1) Activations of the FleetLocate Powered Asset Solution may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Powered Asset Solution may not be purchased in conjunction with certain Sprint promotions or contests.

- B. Customer's use of the Spireon Powered Asset Application and the Powered Asset Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Powered Asset Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair, and replacement of the FL12EQ Devices. The Spireon Terms are subject to change without prior notice to Customer.
- C. Technical Support. For technical support related to the FleetLocate Powered Asset Solution, Customer should call Spireon at 888-546-9810.
- D. The State reserves the right to remove these services if changes are not in the best interest of the State.

SPIREON FLEETLOCATE ASSET SOLUTION. The Spireon FleetLocate Asset Solution ("FleetLocate Asset Solution") includes a web-based asset tracking Application from Spireon, Inc. ("Spireon") that provides one or two location pings each day to enable Customer to monitor its assets and inventory ("Spireon Asset Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL700 wireless device provided by Spireon ("FL700 Device"). In addition to access to the Spireon Asset Application, the MRC for the FleetLocate Asset Solution includes the FL700 Device, training, standard ground shipping for the FL700 Device, access to the Nationwide Sprint Network, and messaging. Installation is not included and Customer may purchase this service from Sprint for an additional charge.

A. Charges

MRC	\$17.95*
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95

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

** The Device Activation Fee is a one-time charge that will be applied for each FL700 Device activated with the FleetLocate Asset Solution.

(1) Activations of the FleetLocate Asset Solution may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Asset Solution may not be purchased in conjunction with certain Sprint promotions or contests.

B. Customer's use of the Spireon Asset Application and the FL700 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Asset Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair, and replacement of the FL700 Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. The State reserves the right to remove these services if changes are not in the best interest of the State.

D. Technical Support. For technical support related to the FleetLocate Asset Solution, Customer should call Spireon at 888-546-9810.

SPIREON FLEETLOCATE FLEET MANAGEMENT STANDARD SOLUTION - UNBUNDLED DATA. The Spireon FleetLocate Fleet Management Standard Solution ("FleetLocate Standard Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time vehicle location information ("Spireon Standard Fleet Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL18 wireless device provided by Spireon ("FL18 Device"). In addition to access to the Spireon Standard Fleet Application, the MRC for the FleetLocate Standard Solution includes the FL18 Device, basic installation, training, and standard ground shipping for the FL18 Device. Access to the Nationwide Sprint Network and messaging are not included and Customer may purchase these services from Sprint for an additional charge.

A. Charges

MRC	\$23.95*
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95
Garmin	\$5.00*
Garmin Activation Fee	\$24.00
Power Take-Off Tracking	\$3.00*
1 minute - Frequent Pinging	\$5.00*
30 second - Frequent Pinging	\$10.00*

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

** The Device Activation Fee is a one-time charge that will be applied for each FL18 Device activated with the FleetLocate Standard Solution.

(1) Activations of the FleetLocate Standard Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Standard Solution may not be purchased in conjunction with certain Sprint promotions or contests.

(2) Garmin is an optional feature that provides navigation and messaging for the FleetLocate Standard Solution via fleet-ready personal navigation devices from Garmin Ltd. The MRC for the Garmin feature includes the Garmin FMI cable, installation, service and the messaging tab in the FleetLocate Standard Solution user interface. The Garmin personal navigation device is not included. The Garmin Activation Fee is a one-time charge that will be applied for each Garmin feature activated with the FleetLocate Standard Solution. Additional accessories will be required for this feature to operate.

(3) Power Take-Off Tracking is an optional feature that tracks when a vehicle's Power Take-Off (PTO) feature is on or off. PTO information is available to Customer via alerting, reporting, and the Spireon portal. The MRC for the PTO Tracking

feature includes standard installation, which requires a 12-volt connection inside the cab of the vehicle. Additional accessories will be required for this feature to operate.

- (4) The FleetLocate Standard Solution will ping a vehicle at two minute intervals. A frequent Pinging option may be added to the FleetLocate Standard Solution to enable Customer to track the location of a vehicle at either one minute or 30 second intervals.
8. Customer's use of the Spireon Standard Fleet Application and the FL18 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Standard Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair and replacement of the FL18 Devices. The Spireon Terms are subject to change without prior notice to Customer.
- C. The State reserves the right to remove these services if changes are not in the best interest of the State.
- D. **Technical Support.** For technical support related to the FleetLocate Standard Solution, Customer should call Spireon at 888-546-9810.

SPIREON FLEETLOCATE FLEET MANAGEMENT BASIC SOLUTION - UNBUNDLED DATA. The Spireon FleetLocate Fleet Management Basic Solution ("FleetLocate Basic Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time GPS Tracking features, breadcrumb trail, geofencing, idling, speeding, maintenance and safety alerts (the "Spireon Basic Fleet Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL7 Vehicle Tracker device provided by Spireon ("FL7 Device"). In addition to access to the Spireon Basic Fleet Application, the MRC for the FleetLocate Basic Solution includes the FL7 Device, training, and standard ground shipping for the FL7 Device. Access to the Nationwide Sprint Network is not included and Customer may purchase this service from Sprint for an additional charge.

A. **Charges**

MRC	\$15.90*
Spireon Web-Based Software	Included
Setup Fee**	\$59.99

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

** The Setup Fee is a one-time charge that will be applied for each FL7 Device activated with the FleetLocate Basic Solution.

(1) Activations of the FleetLocate Basic Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Basic Solution may not be purchased in conjunction with certain Sprint promotions or contests.

- B. Customer's use of the Spireon Basic Fleet Application and the FL7 Devices is subject to Customer's acceptance of the Subscription Service Agreement and Terms of Purchase presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Basic Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair and replacement of the FL7 Devices. The Spireon Terms are subject to change without prior notice to Customer.
- C. The State reserves the right to remove these services if changes are not in the best interest of the State.
- D. **Technical Support.** For technical support related to the FleetLocate Basic Solution, Customer should call Spireon at 888-546-9810.

SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED SOLUTION - UNBUNDLED DATA. The Spireon FleetLocate Fleet Management Advanced Solution ("FleetLocate Advanced Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time GPS Tracking features integrated with vehicle diagnostics and driver safety features with alerts ("Spireon Advanced Fleet Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL7 Vehicle Tracker device

provided by Spireon ("FL7 Device"). In addition to access to the Spireon Advanced Fleet Application, the MRC for the FleetLocate Advanced Solution includes the FL7 Device, training, and standard ground shipping for the FL7 Device. Access to the Nationwide Sprint Network is not included and Customer may purchase this service from Sprint for an additional charge.

A. Charges

MRC	\$20.63*
Spireon Web-Based Software	Included
Setup Fee**	\$59.99
Garmin	\$0.00*
Power Take-Off Tracking	\$0.00*
Driver ID	\$0.00*
GoTalk	\$0.00*

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

** The Setup Fee is a one-time charge that will be applied for each FL7 Device activated with the FleetLocate Advanced Solution.

- (1) Activations of the FleetLocate Advanced Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Advanced Solution may not be purchased in conjunction with certain Sprint promotions or contests.
 - (2) Garmin is an optional feature that provides navigation and messaging for the FleetLocate Advanced Solution via fleet-ready personal navigation devices from Garmin Ltd. The MRC for the Garmin feature includes the service and the messaging tab in the FleetLocate Advanced Solution user interface. The Garmin personal navigation device is not included. Customer must purchase additional accessories for this feature to operate.
 - (3) Power Take-Off Tracking is an optional feature that tracks when a vehicle's Power Take-Off (PTO) feature is on or off. PTO information is available to Customer via alerting, reporting, and the Spireon portal. The MRC for the PTO tracking feature includes standard installation, which requires a 12-volt connection inside the cab of the vehicle. Customer must purchase additional accessories for this feature to operate.
 - (4) Spireon's Driver ID solution plugs directly into the FleetLocate GPS tracking device and, through key tabs assigned to each driver, allows Customer to identify individuals to keep better track of each driver's productivity and on-road safety - no matter which vehicle they use. This optional feature can only be used with FleetLocate Advanced and FleetLocate Advanced Plus solutions. Customer must purchase additional accessories for this feature to operate.
 - (5) GoTalk is an in-vehicle add-on primarily designed to communicate canned spoken instructions/notifications to drivers with limited dexterity. Customer must purchase additional accessories for this feature to operate.
- B. Customer's use of the Spireon Advanced Fleet Application and the FL7 Devices is subject to Customer's acceptance of the Subscription Service Agreement and Terms of Purchase presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Advanced Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair and replacement of the FL7 Devices. The Spireon Terms are subject to change without prior notice to Customer.
- C. The State reserves the right to remove these services if changes are not in the best interest of the State.
- D. Technical Support. For technical support related to the FleetLocate Advanced Solution, Customer should call Spireon at 888-546-9810.

SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED PLUS SOLUTION - UNBUNDLED DATA.
 The Spireon FleetLocate Fleet Management Advanced Plus Solution ("FleetLocate Advanced Plus Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time GPS Tracking features integrated with vehicle diagnostics, driver safety features with alerts and Hours of Service (HOS) regulatory compliance features including mobile driver logs, electronic driver log reports and driver inspection reporting (DVIR) ("Spireon Advanced Plus Fleet Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL7 Vehicle Tracker device provided by Spireon ("FL7 Device"); In addition to access to the Spireon Advanced Plus Fleet Application, the MRC for the FleetLocate Advanced Plus Solution includes the FL7 Device, training, and standard ground shipping for the FL7 Device. Access to the Nationwide Sprint Network is not included and Customer may purchase this service from Sprint for an additional charge.

A. Charges

MRC	\$23.10*
Spireon Web-Based Software	Included
Setup Fee**	\$59.99
Garmin	\$0.00*
Power Take-Off Tracking	\$0.00*
Driver ID	\$0.00*
Active Tracking	\$0.00*
GoTalk	\$0.00*
GoTalk Plus Active Tracking	\$0.00*

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

** The Setup Fee is a one-time charge that will be applied for each FL7 Device activated with the FleetLocate Advanced Plus Solution.

- (1) Activations of the FleetLocate Advanced Plus Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Advanced Plus Solution may not be purchased in conjunction with certain Sprint promotions or contests.
- (2) The FleetLocate Advanced Plus Solution also allows Android devices to access the Spireon fleet management Application through the applicable application store. The tablet device, mount, interface cable, and the additional data access plan for the tablet are not included in the MRC set forth above.
- (3) Garmin is an optional feature that provides navigation and messaging for the FleetLocate Advanced Plus Solution via fleet-ready personal navigation devices from Garmin Ltd. The MRC for the Garmin feature includes the service and the messaging tab in the FleetLocate Advanced Plus Solution user interface. The Garmin personal navigation device is not included. Customer must purchase additional accessories for this feature to operate.
- (4) Power Take-Off Tracking is an optional feature that tracks when a vehicle's Power Take-Off (PTO) feature is on or off. PTO information is available to Customer via alerting, reporting, and the Spireon portal. The MRC for the PTO tracking feature includes standard installation, which requires a 12-volt connection inside the cab of the vehicle. Customer must purchase additional accessories for this feature to operate.
- (5) Spireon's Driver ID solution plugs directly into the FleetLocate GPS tracking device and, through key fobs assigned to each driver, allows Customer to identify individuals to keep better track of each driver's productivity and on-road safety - no matter which vehicle they use. This optional feature can only be used with FleetLocate Advanced and FleetLocate Advanced Plus solutions. Customer must purchase additional accessories for this feature to operate.
- (6) Active Tracking allows Customer to monitor vehicle movement on the Spireon Advanced Plus Fleet Application map screen in near real-time. This optional feature requires a 25MB Sprint Data Access Business Plan.
- (7) GoTalk is an in-vehicle add-on primarily designed to communicate canned spoken instructions/notifications to drivers with limited distraction. Customer must purchase additional accessories for this feature to operate.
- (8) GoTalk Plus Active Tracking provides custom alerts and allows live driver coaching using custom spoken messages. GoTalk Plus Active Tracking requires Active Tracking. Customer must purchase additional accessories for this feature to operate.

- B. Customer's use of the Spireon Advanced Plus Fleet Application and the FL7 Devices is subject to Customer's acceptance of the Subscription Service Agreement and Terms of Purchase presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Advanced Plus Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair and replacement of the FL7 Devices. The Spireon Terms are subject to change without prior notice to Customer.
- C. The State reserves the right to remove these services if changes are not in the best interest of the State.
- D. Technical Support. For technical support related to the FleetLocate Advanced Plus Solution, Customer should call Spireon at 888-546-9810.

SPIREON FLEETLOCATE FLEET MANAGEMENT FL4 ESSENTIAL SOLUTION - UNBUNDLED DATA. The Spireon FleetLocate Fleet Management FL4 Essential Solution ("FleetLocate FL4 Essential Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides a real-time information platform to locate vehicles, and track driver behavior ("Spireon FL4 Essential Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL4 Vehicle Tracker device provided by Spireon ("FL4 Device"). In addition to access to the Spireon FL4 Essential Application, the MRC for the FleetLocate FL4 Essential Solution includes use of the FL4 Device, training, and standard ground shipping for

the FL4 Device. Access to the Nationwide Sprint Network and messaging are not included; Customer must purchase these services from Sprint for an additional charge. Installation is not included and Customer may purchase this service from Sprint for an additional charge.

A. Charges

MRC	\$10.95*
Spireon FL4 Essential Application	Included
Setup Fee**	\$50.00

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

** The Setup fee is a one-time charge that will be applied for each FL4 Device activated with the FleetLocate FL4 Essential Solution.

(1) Activations of the FleetLocate FL4 Essential Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate FL4 Essential Solution may not be purchased in conjunction with certain Sprint promotions or contests.

(2) Optional accessories are available for an additional charge.

B. Spireon Terms. Customer's use of the Spireon FL4 Essential Application and the FL4 Devices is subject to Customer's acceptance of the Subscription Service Agreement and Terms of Purchase presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate FL4 Essential Solution. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair, replacement and returns of the FL4 Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. The State reserves the right to remove these services if changes are not in the best interest of the State.

D. Technical Support. For technical support related to the FleetLocate FL4 Essential Solution, Customer should call Spireon at 888-546-9810.

SPIREON FLEETLOCATE FLEET MANAGEMENT FL4 STANDARD SOLUTION - UNBUNDLED DATA. The Spireon FleetLocate Fleet Management FL4 Standard Solution ("FleetLocate FL4 Standard Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides a real-time information platform to locate vehicles, track driver behavior, and provide vehicle diagnostics ("Spireon FL4 Standard Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL4 Vehicle Tracker device provided by Spireon ("FL4 Device"). In addition to access to the Spireon FL4 Standard Application, the MRC for the FleetLocate FL4 Standard Solution includes use of the FL4 Device, training, and standard ground shipping for the FL4 Device. Access to the Nationwide Sprint Network and messaging are not included; Customer must purchase these services from Sprint for an additional charge. Installation is not included and Customer may purchase this service from Sprint for an additional charge.

A. Charges

MRC	\$12.95*
Spireon FL4 Standard Application	Included
Setup Fee**	\$50.00

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

** The Setup fee is a one-time charge that will be applied for each FL4 Device activated with the FleetLocate FL4 Standard Solution.

(1) Activations of the FleetLocate FL4 Standard Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate FL4 Standard Solution may not be purchased in conjunction with certain Sprint promotions or contests.

(2) Optional accessories are available for an additional charge.

B. Spireon Terms. Customer's use of the Spireon FL4 Standard Application and the FL4 Devices is subject to Customer's acceptance of the Subscription Service Agreement and Terms of Purchase presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate FL4 Standard Solution. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or

Contractor Initials: *JK*
Date: *3/1/18*

repair, replacement and returns of the FL4 Devices. The Spireon Terms are subject to change without prior notice to Customer.

- C. The State reserves the right to remove these services if changes are not in the best interest of the State.
- D. **Technical Support.** For technical support related to the FleetLocate FL4 Standard Solution, Customer should call Spireon at 888-546-9810.

- 11. All other provisions of the Agreement, approved by the Governor and Executive Council on October 5, 2016 shall remain in full force and effect.

SPRINT SOLUTIONS, INC.

By: Kim Green-Kerr

Kimberly Green-Kerr
(Print Name)

Title: Sr. Vice President, Business Solutions

Date: 3/6/18

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 6th day of March, 18.
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

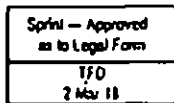
Kimberly Green-Kerr

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

Annette Marie Bisbee
(Notary Public/Justice of the Peace)

My commission expires:
07/31/2020
(Date)



STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 4.3.18

OFFICE OF THE ATTORNEY GENERAL

By: John J. Conforti

John J. Conforti
(Print Name)

Title: Assistant Attorney General

Date: 4/4/18

The foregoing contract was approved by the Governor and Council of New Hampshire on

Signed: _____

(Print Name)

Title: _____

Contractor Initials: N/K
Date: 3/6/18

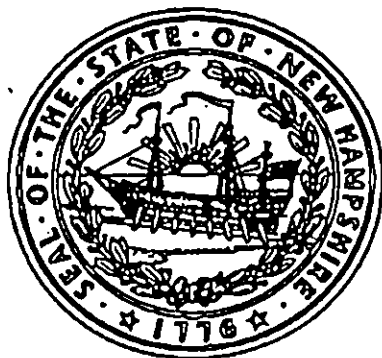
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SPRINT SOLUTIONS, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on August 12, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 413339

Certificate Number : 0004037831



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of March A.D. 2018.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: SPRINT SOLUTIONS, INC.	Business ID: 413339
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 08/12/2002	Name in State of Incorporation: SPRINT SOLUTIONS, INC.
Date of Formation in Jurisdiction: 08/12/2002	
Principal Office Address: 6200 SPRINT PARKWAY, Overland Park, KS, 66251, USA	Mailing Address: 6200 SPRINT PARKWAY, Overland Park, KS, 66251, USA
Citizenship / State of Incorporation: Foreign/Delaware	
	Last Annual Report Year: 2018
	Next Report Year: 2019
Duration: Perpetual	
Business Email: annualreports@cscinfo.com	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / ACT AS CONTRACTING AGENT FOR SPRINT CORP. SUBSIDIARIES.	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: CORPORATION SERVICE COMPANY

Registered Office Address: 10 Ferry Street S313, Concord, NH, 03301, USA

Registered Mailing Address: Not Available

STATE OF NEW HAMPSHIRE

Fee for Form 40-A: \$50.00
Filing fee: \$15.00
Total fees \$85.00

Form No: 40
RSA 293-A:15.03

Use block print or type.
Leave 1" margins both sides.

FILED

AUG 1 2 2002

APPLICATION FOR CERTIFICATE OF AUTHORITY
FOR PROFIT FOREIGN CORPORATION

WILLIAM M. GARDNER
NEW HAMPSHIRE
SECRETARY OF STATE

TO THE SECRETARY OF STATE OF THE STATE OF NEW HAMPSHIRE

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE BUSINESS CORPORATION ACT, THE
UNDERSIGNED CORPORATION HEREBY APPLIES FOR A CERTIFICATE OF AUTHORITY TO
TRANSACTION BUSINESS IN NEW HAMPSHIRE, AND FOR THAT PURPOSE SUBMITS THE FOLLOWING
STATEMENT:

FIRST: The name of the corporation is Sprint Solutions, Inc.

SECOND: The name which it elects to use in New Hampshire is Sprint Solutions, Inc. (Note 1)

THIRD: It is incorporated under the laws of Delaware

FOURTH: The date of its incorporation is July 24, 2002 and
the period of its duration is Perpetual

FIFTH: (Complete this statement only if a Professional Association.) All the shareholders and those of
its directors and officers as are required by the laws of (enter the State of Incorporation) _____
and by RSA 294-A:20 are licensed in one or more states, territories of the United States or the District of Columbia
to render a professional service described in the statement of purpose of the corporation.

SIXTH: The complete address (including zip code and post office box, if any)
of its principal office is 6200 Sprint Parkway, Overland Park, KS 66251

SEVENTH: The name of its registered agent in New Hampshire is Corporation Service Company d/b/a Lawyers
Incorporating Service and the complete address (including zip code and
post office box, if any) of its registered office in New Hampshire is (agent's business address) 14 Centre Street
Concord, NH 03301. (Note 2)

APPLICATION FOR CERTIFICATE OF AUTHORITY OF
(corporate name) Sprint Solutions, Inc.

Form No. 40
(cont.)

EIGHTH: The principal purpose or purposes which it proposes to pursue in the transaction of business in New Hampshire are to act as contracting agent for Sprint Corp. subsidiaries

(Note 3)

NINTH: The names and usual business addresses of its current officers and directors are: (If there are additional officers or directors, attach additional sheet OR if the laws of the state of incorporation do not require directors, indicate below.)

Name	Office	Address
OFFICERS		
<u>See attached officers rider</u>		
DIRECTORS		

Dated August 6, 2002

Sprint Solutions, Inc.

(Note 4)

By *Daniel E. Doherty* (Note 5)
Signature of its Secretary

Daniel E. Doherty

Print or type name

Mail total fees of \$85.00, DATED & SIGNED ORIGINAL & ONE EXACT OR CONFORMED COPY, CERTIFICATE OF LEGAL EXISTENCE OR GOOD STANDING ISSUED BY THE STATE OR COUNTRY OF INCORPORATION & FORM 40-A (see Notes 6 & 7) to: Secretary of State, State House, Room 204, 107 North Main Street, Concord, NH 03301-4989

FORM 40-A

ADDENDUM TO APPLICATION FOR CERTIFICATE OF AUTHORITY FOR
PROFIT FOREIGN CORPORATION

STATEMENT PURSUANT TO NH RSA 421-B:11,II

Sprint Solutions, Inc.

FOREIGN FOR PROFIT CORPORATION NAME: _____

BUSINESS ADDRESS: 6200 Sprint Parkway, Overland Park, KS 66251

CONTACT PERSON: Johanna Dickman TELEPHONE NUMBER: (913) 794 1637

CONTACT PERSON ADDRESS (IF DIFFERENT): 6200 Sprint Parkway
Overland Park, KS 66251

I (We) hereby certify that the securities of the corporation have been registered under RSA 421-B, the New Hampshire Uniform Securities Act ("the Act"); or, when offered will be registered under the Act; or are or when offered will be exempted from registration under the Act; or are or when offered will be offered in a transaction exempted from registration under the Act; or are not securities under the Act.

CHECK EITHER ITEM 1 OR 2 BELOW

1) If the corporation WILL NOT offer or sell securities in New Hampshire, check this line: _____

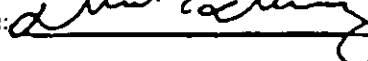
2) If the corporation WILL offer its securities for sale in the State of New Hampshire and its securities are or will be registered or exempt from registration requirements under the Act, check this line: _____

(For assistance with questions relating to securities only, call the Bureau of Securities Regulation at (603) 271-1463. For all other questions, call the Corporation Division at (603)271-3244.

COMPLETE THIS CERTIFICATION - ORIGINAL MUST BE FILED

I certify that the person signing this form is an executive officer of the above named corporation, and that the foregoing is true and complete to the best of my knowledge.

Name (print): Daniel E. Doherty
Secretary

Signature: 

Date: August 6, 2002



State of New Hampshire

Department of State

Corporation Division

Concord Tel. 603-271-3244



Location: State House Annex - 3rd floor

Mailing address: State House, Room 204

107 North Main Street

Concord, N.H. 03301-4989

HELP LINE TOO ACCESS. RELAY N.H. 1-800-735-7964

RE: Certificate of authority for foreign corporation
to do business in New Hampshire

Enclosed is the certificate of authority that signifies the beginning of your corporation's authority to do business in New Hampshire.

Your corporation is required to file an annual report beginning the year after the date the certificate of authority was issued (unless the certificate was issued on or after Dec. 1). Due with the annual report will be a report fee of \$100.00. A late fee of \$50.00 must be paid for reports filed after April 15. THE CORPORATION DIVISION SENDS ANNUAL REPORT FORMS IN JANUARY OF EACH YEAR TO THE CORPORATION OR AN ADDRESS YOU SPECIFY. HOWEVER, IT IS THE RESPONSIBILITY OF THE CORPORATION TO OBTAIN A REPORT FOR FILING. IF YOU DO NOT RECEIVE A REPORT FORM, YOU SHOULD CONTACT THE CORPORATION DIVISION TO REQUEST ONE.

If your corporation's name, period of duration or state or country of incorporation changes, you should file an application for an amended certificate of authority (form 42; fee \$35.00) with our office. You must also file a form 9 with us if you wish to change the registered agent or registered office (fee \$15).

Forms and information to withdraw the corporation are available upon request (form 44; fee \$35.00). Corporations that do not file annual reports and/or pay fees for one year are automatically suspended.

Feel free to contact the Corporation Division for any further information on requirements or our procedures.

SEE REVERSE SIDE FOR INFORMATION REGARDING BUSINESS TAXES.

11/96

SPRINT SOLUTIONS, INC.

DIRECTORS

Daniel E. Doherty
Laura L. Ozenberger
Fred L. Sgroi

OFFICERS

<u>Name</u>	<u>Office</u>
Ronald T. LeMay	President
Claudia S. Toussaint	Vice President
Daniel E. Doherty	Secretary

Address for all Officers and Directors:

6200 Sprint Parkway
Overland Park, KS 66251

DATE: 08-02-02

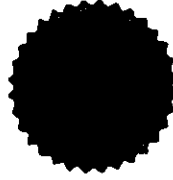
020494611

AUTHENTICATION: 1319193

3551103 8300

Harriet Smith Windsor, Secretary of State

Harriet Smith Windsor



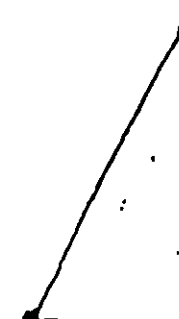
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SPRINT SOLUTIONS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF AUGUST, A. D. 2002.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "SPRINT SOLUTIONS, INC." WAS INCORPORATED ON THE TWENTY-FOURTH DAY OF JULY, A. D. 2002.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.

The First State

Delaware



SPRINT SOLUTIONS, INC.

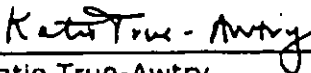
Assistant Secretary's Certificate

I, Katie True-Awtry, the Assistant Secretary of Sprint Solutions, Inc., a Delaware corporation (the "Corporation"), do hereby certify that I am a duly elected and acting Assistant Secretary of the Corporation and have access to the corporate records, minutes, and corporate seal of the Corporation.

I further certify that, based on information provided to me and pursuant to the Fiscal Authorization Policy of the Corporation, Kimberly Green-Kerr, Vice President, is authorized to sign a Wireless Agreement with the State of New Hampshire, on behalf of the Corporation.

IN WITNESS WHEREOF, I have set my hand and seal of the Corporation this 6th day of March, 2018.

(Corporate Seal)



Katie True-Awtry
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

4/1/2019

DATE (mm/dd/yyyy)

3/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (Area, Loc., Ext.):	FAX (Area, Loc., Ext.):
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Casualty Company	20443
	INSURER B: American Casualty Company of Reading, PA	20427
	INSURER C: Transportation Insurance Company	20494
	INSURER D: Starr Indemnity & Liability Company	38318
	INSURER E:	
	INSURER F:	

COVERAGES SPRCO03 CERTIFICATE NUMBER: 12194285 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CLASS	TYPE OF INSURANCE	ADDITIONAL INSURED	INSURED	POLICY NUMBER	POLICY EFF. DATE (mm/dd/yyyy)	POLICY EXP. DATE (mm/dd/yyyy)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. <input checked="" type="checkbox"/> TENANTS LEGAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. ACCT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	GL5082521363	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO ADJUTED PREMISES (Per occurrence) \$ 250,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BUA5082521329	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Per occurrence) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per occurrence) \$ XXXXXXXX PROPERTY DAMAGE (Per occurrence) \$ XXXXXXXX Catastrophes \$ Included
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$	N	N	1000706013181	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROMISE TO PARTICIPATE IN EXECUTIVE OFFICER BENEFIT EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	WC5082521282 (RETRO) WC5082521296 (DEDUCTIBLE) WC5082521279 (CA) GAP5082521315 (STOP GAP)	4/1/2018 4/1/2018 4/1/2018 4/1/2018	4/1/2019 4/1/2019 4/1/2019 4/1/2019	<input checked="" type="checkbox"/> PER STATE <input type="checkbox"/> OTH PR EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required))
 *FIRE DAMAGE IS INCLUDED IN BROADER TENANTS LEGAL LIABILITY FORM WITH LIMITS OF \$1,000,000 PER OCCURRENCE. STATE OF NEW HAMPSHIRE IS AN ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT AND SUBJECT TO POLICY TERMS AND CONDITIONS. RE: TELECOMMUNICATIONS.

CERTIFICATE HOLDER	CANCELLATION See Attachment
12194285 STATE OF NEW HAMPSHIRE, ADMINISTRATIVE SERVICES BUREAU OF PURCHASE & PROPERTY ATTN: PURCHASING AGENT, PAUL RIODES 25 CAPITOL STREET, STATE HOUSE ANNEX RM 102 CONCORD NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Paul M. Riodes</i>

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SEP 23 2016 PM 2:22 46 Jm



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street - Room 120
Concord, New Hampshire 03301

VICKI V. QUIRAM
Commissioner
(603)-271-3201

10/5/16
JOSEPH B. BOUCHARD
Assistant Commissioner
(603)-271-3204

September 8, 2016

Her Excellency, Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Administrative Services to retroactively enter into contract with Sprint Solutions, Inc. of Overland Park, KS, (Vendor Code 207065 P001), for the provision of Wireless Cellular Telephone and Data Services. Retroactive effective from September 30, 2016 through March 31, 2019, upon Governor and Executive Council approval. The price limitation of this contract is \$200,000.00.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the requested service.

EXPLANATION

This request is retroactive due to the extensive negotiations with Sprint Solutions, Inc. There were extensive requests by Sprint to change terms and conditions, on multiple revisions, requiring the review of the NH Attorney General's Office. Once an agreement was made and signatures obtained on September 2, 2016, the due date for the G&C meeting on September 21, 2016 was not obtainable.

The State currently utilizes three contracts for Wireless Cellular Telephone and Data Services, of which two (Verizon and U.S. Cellular) are set to expire on June 30, 2019. The current contract with Sprint is set to expire on September 30, 2016. The following agencies currently utilize (151) Sprint cell phones in numbers as follows:

NH STATE POLICE	24
NH DEPT OF HEALTH & HUMAN SERVICES	1
NH DEPT. OF ENVIRONMENTAL SERVICES	2
DIV OF CHILDREN YOUTH AND FAM	80
NH DOT BRIDGE MAINTANCE	3
ADJUTANT GENERAL NGNH-BA	2
NH DIV OF HISTORICAL RES	1
NEW HAMPSHIRE DOC	19
NAME OF THE ACCOUNT: STATE OF NH - POLICE STANDARDS	10
ADMINISTRATIVE OFFICE OF THE COURT	8
BUREAU OF TMC	1

By comparison, the Verizon contract currently provides services for 2,266 devices, with a breakdown of 1,344 cell phones and 922 devices requiring data service. U.S. Cellular currently provides cell phone service for 803 cell phones.

It is the Department's intent to enter into multiple contracts with various vendors in order to ensure optimal coverage and functionality for the utilizing State agencies. The proposed contracts are to be awarded by service type, for cellular voice, voice with data, and smart phone service coverage throughout the United States.

The cellular data services are important to the operation of stationary wireless equipment and mobile devices primarily used by the Department of Transportation, the Department of Environmental Services and the Department of Safety. Based on the foregoing, I am respectfully recommending approval of the contract with Sprint Solutions, Inc.

Respectfully submitted,



Vicki V. Quiram
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

September 9, 2016

Vicki V. Quiram, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street
Concord, NH 03301

Dear Commissioner Quiram:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into an agreement with Sprint Solutions, Inc., of Overland Park, PA for Wireless Cellular and Data Service as described below and referenced as DoIT No. 2016-077.

The purpose of this contract is to allow State agencies to procure wireless cell phone and data services. This contract with Sprint Solutions, Inc., provides State agencies with a third option for obtaining wireless cellular and data services that best fit their business needs.

The contract will become effective upon Governor and Council approval through March 31, 2019. The amount of the contract is not to exceed \$200,000.

A copy of this letter should accompany the submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet".

Denis Goulet
Commissioner

DG/ik
Contract #2016-077

cc: Paul Rhodes, DAS

Subject: Wireless Cellular and Data Services

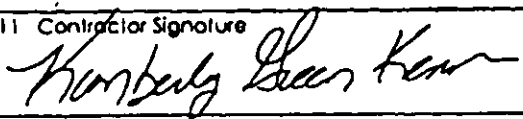
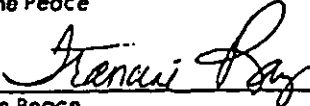
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol St. Concord, NH 03301	
1.3 Contractor Name Sprint Solutions, Inc.		1.4 Contractor Address 6200 Sprint Parkway Overland Park, KS 66251	
1.5 Contractor Phone Number 781-883-7747	1.6 Account Number N/A	1.7 Completion Date March 31, 2019	1.8 Price Limitation \$200,000.00
1.9 Contracting Officer for State Agency Paul Rhodes		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kimberly Green-Kerr, Vice President Sprint Reference No.: BSG1601-0130	
1.13 Acknowledgement: State of _____, County of _____ On <u>September 2, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 SIGNATURE OF Notary Public or Justice of the Peace Notary Public-Notary Seal State of Kansas Commission Expires <u>10/20/2016</u> 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Francine Ray, Notary, State of Kansas, County of Johnson</u>			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory Vicki V. Quirom, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default");

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

Sprint Solutions, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Wireless Cellular Telephone and Data Services in accordance with the bid/proposal submission in response to State Request for Bid # 1812-16 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37 (subject to mutually agreed upon modifications to the State's General Provisions as detailed in Exhibit C -Special Provisions)
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 1812-16

3. TERM OF CONTRACT

This Contract shall commence upon the approval of Governor and Executive Council and shall terminate on March 31, 2019, a period of approximately two (2) years and six (6) months, unless extended for additional terms.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and the with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

The Contractor shall perform all services according to the requirements and specifications of this Contract.

NETWORK

Contractor shall provide services including, but not limited to, network technology, (i.e. CDMA, GSM, etc.).

COVERAGE

The Contractor services shall cover a minimum of the following geographic areas for each proposed service. The Contractor shall also ensure same coverage is available 99% of the time for the respective geographic area. Contractor shall provide roaming area coverage. Loss of service shall not occur when transferring between cell towers:

- Traditional Cellular Telephone Service for voice operational coverage shall be 80% of all geographic areas of New Hampshire.

- ISP Access Data Service for SmartPhones and wireless "Air Card" coverage for 70% of all geographic areas of New Hampshire.
- Contractor's provision of wireless services: Wireless Services do not perform in precisely the same manner as non-wireless landline telephone service. Accordingly, Contractor does not guarantee coverage in any specific area at any specific time. Coverage shown on a coverage map is a general prediction of 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 at all times.

PORTING OF EXISTING TELEPHONE NUMBERS

Contractor shall work with the State to develop a plan to begin porting all lines once the approval from the Governor and Executive Council is received to meet a mutually agreed port deadline. Before a telephone number previously used with another carrier can be used on the Sprint Networks, Customer must provide information about the account with the other carrier, such as the account number, last 4 digits of social security number or tax identification number, telephone number, 5 digit zip code and password, if applicable. Until the port from the previous carrier is successful, the Sprint wireless Product will only be able to call 911 and Sprint Customer Care. Once the port is completed, Customer's old device will no longer work. Customer acknowledges, due to system limitations and occurrences outside Sprint's control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful.

TYPE OF SERVICE

- Traditional Cellular Telephone Service, Domestic Use

Traditional cellular telephone services shall allow users to directly dial any telephone number which is available through the Public Branch Exchanges as available from Local Exchange Carriers, Competitive Local Exchange Carriers, Long Distance Carriers and competitive Cellular Telephone Service providers. Access to any telephone subscriber number shall not be restricted. Services shall include typical "off the shell" features and telephone operation. Equipment provided for use with this service shall be referred to as Traditional Cellular Telephone (TCT) equipment. One free voice device shall be offered for each user one time per line. Otherwise devices shall be eligible for upgrade at prices included in any Exhibit B.

- Access Data Services

Contractor shall provide data transport at multiple speeds, limited by the use of Contractor technology. Common terminology is third generation (3G) fourth generation (4G) service and fifth generation (5G).

- SmartPhone Services

A SmartPhone is defined as a mobile phone with advanced capabilities including PC-like functionality with access to text messaging, e-mail and web browsing. Phones must be capable of accessing Microsoft Exchange Server and Lotus Notes e-mail and include Personal Digital Assistant (PDA) capabilities including calendaring. Access shall be provided throughout the Contractor footprint of the continental United States. Equipment functionality must include the ability to open MS Excel, MS Word and Adobe Acrobat files. Currently systems running iOS are the only accepted operating systems, though this may change and the Contractor needs to be flexible with this evolving technology. Equipment provided for use with this Contract shall be referred to as SmartPhone (SM) equipment. One free SmartPhone device for each operating system specified shall be offered for each user one time per line. The free device must sustain the End of Life support of the SmartPhone's manufacturer as it relates to update support. For example, if a device is not able to update to the latest OS then a new free device must be provided even if outside the two year

replacement window. Otherwise devices shall be eligible for upgrade at prices included in the Contract.

One free SmartPhone sample device shall be provided to the Department of Information Technology (DoIT), Director of Technical Support, for a 90 day evaluation and use approval prior to distribution to users. Devices shall be returned to the Contractor after evaluation. Rejected devices shall be replaced with DoIT approved devices.

LICENSES

The Contractor shall currently hold and retain throughout the duration of the Contract all licenses or certificates required by the State and Federal authorities inclusive of the Federal Communications Commission and State of New Hampshire Public Utilities Commission. The Contractor must file with the appropriate regulatory body, any tariff, amendments, or special Contract offerings to ensure that the required terms and conditions of this Contract are met. The Contractor shall cooperate fully with the PUC to ensure that all time schedules noted within are met.

In the event of loss of license or permit to provide services as defined, the Contract shall be nullified; with the State free to engage in an agreement with any Vendor as becomes necessary to continue services without retribution by the original Contractor.

INTRODUCTION OF SERVICES

The Contractor must insure that services do not operate in conflict with alternate service providers. Contractor must provide all user cellular equipment inclusive of telephones, data modems and associated devices, and upon the date of the approval from the Governor and Executive Council is received in order to insure that the State is not without service for any period of time during transfer of service from an incumbent Contractor. Additional equipment shall be provided when requested to support new subscribers after start the Contract. Only services requested and authorized by the State shall be replaced. The Contractor shall communicate with State agency contacts and State users for coordination with the distribution of equipment.

RETENTION OF EXISTING TELEPHONE NUMBERS

The State shall retain any existing cellular telephone number currently assigned to a State subscriber. Contractor shall be responsible to port over numbers to the proposed service as requested by the user. The porting of numbers shall not delay service installation nor result in a user being without service. However, the parties acknowledge and agree that before a telephone number previously used with another carrier can be used on the Sprint Networks, Customer must provide information about the account with the other carrier, such as the account number, last 4 digits of social security number or tax identification number, telephone number, 5 digit zip code and password, if applicable. Until the port from the previous carrier is successful, the Sprint wireless Product will only be able to call 911 and Sprint Customer Care. Once the port is completed, Customer's old device will no longer work. Customer acknowledges, due to system limitations and occurrences outside Sprint's control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful.

ORDERING PROCEDURE

Telephoned Requests

State agencies may call the Contractor at any time between 8:00 A.M. and 4:30 P.M. to request services, Monday through Friday. The Contractor shall respond and provide appropriate service as requested, and allowed under this Contract, with the exception of Smartphones. Smartphones shall require prior written approval from the State Department of Information Technology CIO. No tablets may be purchased through this Contract.

- Contractor Signature Documents

Any signature forms used by the Contractor to reflect service requests or delivery of service by the Contractor to the State shall refer to the Contract number.

- Purchase Orders

The State may email, mail, or fax Purchase Orders as requests for service. Contractor shall accept State Purchase Orders whenever used. Customer acknowledges to better ensure Purchase Orders are processed, Sprint prefers Purchase Order documents be faxed to Government.Fox@Sprint.com.

- Initial Service Requests

The Contractor shall contact State agencies to perform a service needs analysis as directed by the State at the initiation of the Contract. The Contractor shall meet with each designated agency to determine the count and type of telephones, service program and delivery of replacement services. The needs analysis shall be completed prior to deployment. A complete deployment plan including agency, end user, telephone number, equipment supplied, cost and cost plan shall be provided to the Department of Information Technology Telecommunications Section prior to deployment.

Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

- Addition and Removal of Users

Telephone subscriptions may be added or removed from service at any time during the Contract, with a maximum requirement of a 30-day or one calendar month activation period with no termination liability. All service agreements shall be coterminous with the termination date of the Contract. All provided equipment (telephone, charger, belt-clip, etc.) shall be returned to the Contractor within 30 days of request of line removal.

- Returns

Return Authorization credits shall be provided without penalty for faulty equipment. Contractor shall be responsible for all shipping charges for equipment returned. Defective telephones, accessories and associated equipment shall be replaced within three (3) State business days from notification of failure. Such service shall be available to State users by placing a single telephone call to the Contractor.

USER TRAINING

The Contractor shall train each user on the operation of the individual telephone, service access and features upon delivery of equipment. Complete training shall be available at each individual State office. Continued support shall be provided to train new users and provide refresher training for others when requested by the State.

- User Documentation

The Contractor shall provide instruction manuals and associated documentation with each system provided. Manuals shall include detailed operation of all devices, accessories and system operations including use of Anti-Virus/Anti-Malware application.

Manuals that include detailed information of the operation of telephones, accessories and system operations can also be made available through the Contractor's website.

CUSTOMER SUPPORT SERVICES

The Contractor shall provide complete customer support inclusive of the following:

- Account Management

The Contractor shall provide a single point of contact for the State or its representative.

Contractor must work in conjunction with any State vendor regarding the interface of any and all Contractor or State provided and supported communications equipment.

- Account Team Access

Contractor shall provide telephone, facsimile, and Internet e-mail access to each individual on the Contractor account team. General toll free numbers shall be provided for telephone and facsimile services on a statewide basis.

- Billing Support

The Contractor shall assign a dedicated financial representative to the State account that will cooperate with the State to resolve billing, call detail, equipment programming, data discrepancies and all other aspects of the Contract. The Contractor shall be capable of receiving electronic payments from the State.

If Contractor subcontracts any or all of the products and/or services covered by this Contract, the Contractor shall be the central point of contact for all matters of ordering, billing, invoicing, and delivery. Use of a subcontractor does not release the selected Contractor of any responsibility. Bills and invoices for products and services must be issued by and payable to the Contractor. Questions related to billing or delivery of service and/or equipment will be handled promptly by the Contractor and not the subcontractor(s).

- Problem Resolution

The Contractor shall have a single contact person, available from 8:00 A.M. to 4:30 P.M. during State workdays for the resolution of problems. The contact person must be authorized to provide invoice corrections, initiate repair and equipment replacement processes and expedite services.

The State Contract Administrator shall work with the Contractor to resolve problems that cannot be resolved by the agency end-users.

The Contract Administrator may impose a moratorium on a Contract pending resolution of any controversy that arises regarding services to be provided pursuant to this Contract or take other action deemed necessary.

If the State disputes a charge on an invoice provided by the Contractor in good faith, the State may withhold payment of that charge if the State (A) makes timely payment of all undisputed charges; and (B) within 30 days of the due date, provides Contractor with a written explanation of the State's reasons for disputing the charge. The State must cooperate with Contractor to resolve promptly any disputed charge. If Contractor determines, in good faith, that the disputed charge is valid, Contractor will notify the State and, within five (5) business days of receiving notice, the State must pay the charge or invoke the dispute resolution process of this Contract. If Contractor determines in good faith, that the disputed charge is invalid, Contractor will credit the State for the invalid charge.

TECHNOLOGY UPDATES

The influx and transition of new technology may result in the disconnection or discontinuation of a defined service and connection to new technology. The Contractor shall not impose any charges for a given service when the State discontinues one service (upgrades level of service and features; e.g. State upgrades base phone to a SMART phone service with web/data access) and for the replacement of another while remaining a customer of that same Contractor subject to product availability. Contractor shall replace any interface equipment which becomes obsolete due to Contractor service updates performed at the discretion of the Contractor.

All users shall be notified sixty (60) business days prior to system operation changes, inclusive of equipment updates and software/firmware updates.

In the normal course of technology evolution and enhancement, Contractor continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Contractor will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Contract to the contrary, Contractor reserves the right, in its sole discretion, after providing the notice as set forth below, to (1) migrate the Customer to a replacement technology; or (2) discontinue any Product or Service without either party being in breach of the Contract or incurring early termination liability relating to the discontinuance of the affected Product or Service. If Contractor takes any action as set forth above, Contractor will provide advance notice reasonably designed to inform each affected Customer of such pending action. The form of Contractor's notice may include without limitation, providing written notice to any address listed in the Agreement for Customer or any address Contractor uses for billing or as set forth in an Order. Customer agrees that such notice is reasonable and sufficient of Contractor's pending action.

CONFIDENTIAL INFORMATION

The Contractor agrees that all discussions or information gained during any engagement shall be considered confidential and that no information gathered by the Contractor shall be released without prior written consent of the State.

REPORTING REQUIREMENTS

Invoices and reports are required throughout the duration of any resulting Contract as denoted below.

- Monthly Reports

The Contractor shall provide a Monthly Summary Report forwarded to the Department of Administrative Services, Bureau of Plant and Property detailing the State agencies' service. Included shall be all cellular telephone numbers subscribed to the State agencies, billing program used, monthly cost, usage cost, data usage, telephone minute usage, date of the last usage, equipment provided (including make/model/serial number/telephone number), telephone "owner", State agency responsible for billing and contact person. The State shall not be required to use any Contractor associated website as the main source to gather this information, though website access can be made available as an additional option. The report shall also highlight any device that has been inactive for 60 days or more. The State shall work with the agency and Contractor to determine if these devices shall be removed from service.

Notwithstanding the foregoing, the State and Contractor acknowledge and agree that Contractor has an obligation, pursuant to this Contract and applicable State and Federal law, to protect Customer CPNI. Contractor's reporting obligations under this provision shall only be applicable to (i) the State who is the account holder of the CPNI; or (ii) an account holder that is not the State who

has provided written consent in the form of a Letter of Authority ("LOA") to the Contractor to disclose its CPNI.

- Report Delivery Timeframe

Reports shall be delivered on or prior to 25 days subsequent to the monthly bill cycle.

- Electronic Media

Monthly reports shall be provided in electronic PC format with all files provided as Open Data Base Compliant (ODBC) ASCII flat files. All such reports shall be e-mailed to designated Contract administrator, or alternate addresses when provided by the State.

REPAIR AND INSTALLATION SERVICES

Contractor shall repair network operations, support replacement equipment and correct failed network services 24 hours per day, 7 days per week, 52 weeks per year. Toll free number must be answered at all times, with technical support and phone replacement support available 24 hours per day, 7 days per week, 52 weeks per year.

Toll Free Telephone Number

A toll free telephone number shall be provided for trouble reporting and immediate service assistance. Personnel must be knowledgeable of the Contract services and devices as configured for the State.

Escalation to Second Level Support

Escalation to second level support shall be provided for trouble reports not addressed and corrected within a 24 hour time period.

PRIME CONTRACTOR

Contractor warrants that they are the prime Contractor for the business solicited in this Contract.

Subcontractor Performance

The Contractor shall be responsible for the performance of any subcontractors that are used.

Introduction of New Technology

In the normal course of technology evolution and enhancement, Contractor continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Contractor will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Agreement to the contrary, Contractor reserves the right, in its sole discretion, after providing the notice as set forth below, to: (1) migrate the Customer to a replacement technology; or (2) discontinue any Product or Service without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Product or Service. If Contractor takes any action as set forth above, Contractor will provide advance notice reasonably designed to inform each affected Customer of such pending action. The form of Contractor's notice may include without limitation, providing written notice to any address listed in the Agreement for Customer or any address Contractor uses for billing or as set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of Contractor's pending action.

The presentation of any new service not currently in the Contract shall require the issuance of a contract amendment after the service is accepted by the State.

TELEPHONES AND EQUIPMENT

Contractor shall provide a single end user device for each service end user, inclusive of Traditional Cellular Telephones, SmartPhones; and Data services. The Contractor shall also offer equipment for purchase at the discretion of the State. The Contractor must provide cellular service for compatible equipment that is currently owned by the State. Services for all equipment shall include equipment programming, repair, installation and instructional assistance. All user equipment shall be retained as property of the State once delivered to end-users. Except that the State will return to Sprint any user equipment that has only been in service for seven (7) months, or less, due to the termination of the line of service or the Agreement. Equipment may be substituted at any time after equipment review and acceptance by the state.

- Accessories

All telephones provided by the Contractor shall be complete and ready to use with the following attachments:

- 120 Vac battery charger/adaptor
- 12 Vdc battery adaptor/charger
- Belt clip holster or belt clip carrying case
- Bluetooth earpiece
- Screen protectors for SmartPhones

- Hand Held Portable Telephones

Traditional Cellular Telephones shall be new or like new sets. Telephones shall allow use of each service feature proposed by the Contractor and incorporate hands free talk-back, corded earpiece, graphic display, internal call directory and other common phone features. A base phone shall be provided at no charge, with optional feature phones proposed for purchase.

- ISP Access Data Equipment

Contractor shall provide Internet access equipment inclusive of Sierra Wireless Aircards, Novatel Wireless Ovation or equipment with same performance and similar features, designed for use with laptop, mobile or stationary data equipment. Contractor must provide a full physical, operating and technical description of each device offered.

Contractor shall provide a full range of SmartPhones offering iOS, Android and Microsoft operating systems (though at this time the ONLY approved device is the iOS).

- Machine-to-Machine

Contractor shall provide services allowing wireless and wired systems; such as vehicle tracking, game cameras, etc. Any lines utilized under this plan shall be a separate account from any other voice or data plan.

- Bluetooth Equipment

Contractor shall offer devices and accessories compatible with Bluetooth, hands-free, equipment. Hands-free equipment shall be offered at a minimum discount, listed in Exhibit B for the entire term of any the Contract.

- Existing Equipment

Equipment currently owned by the State, when compatible, shall be serviced by the Contractor. Services shall include equipment programming, repair as available from the Contractor, removal and installation of equipment in State vehicles, and operational instructional assistance. The Parties acknowledge and agree Contractor does not remove or install equipment in vehicles, and shall use a sub-contractor if requested to do so.

- Equipment Maintenance and Warranty

The Contractor shall have at their disposal installation and support technicians to provide support services for all equipment supplied by the Contractor. All equipment shall remain fully functional throughout the duration of the Contract. Any equipment purchased by the State shall be provided with a three (3) year warranty, resulting in free of charge repair or replacement of any device that becomes faulty. Replacement of such devices may be with a certified like new device. Replacement shall be provided within three (3) State business days of report. It will be acceptable through the course of the Contract to substitute alternate equipment as manufacturers discontinue products and introduce new equipment. Acceptance of such equipment shall be at the discretion of the State.

As an alternative, the Contractor may propose one year equipment warranty with equipment replacement available for each year of the Contract, resulting in complete equipment coverage for the entire duration of the Contract.

If there are no available appropriated funds for more than thirty (30) days, the Contractor may terminate this Agreement with thirty (30) days prior written notice to the State. To the extent that Contractor terminates the Agreement pursuant to this Section, the State agrees that any handset or equipment provided under the Agreement in the previous six (6) months will be returned to Contractor.

Contractor does not manufacture equipment and offers no warranty on any equipment beyond the manufacturer's warranty provided directly from the manufacturer to the State upon receipt of the equipment. Except as, and then only to the extent, expressly provided in this Contract, Contractor 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.

- Quality of Equipment

All equipment provided shall be new or of factory refurbished like new quality. The State retains the right to reject any equipment which does not provide a showroom appearance and equivalent operation.

- Insurance

The Contractor may propose equipment insurance providing replacement of lost, stolen or damaged telephones. Insurance shall be at the option of the subscriber and not a requirement of the Contractor.

- Security

The Contractor shall maintain network security at all times, disallowing network facility access by unauthorized users. Contractor has put in place a variety of personnel, technologies, and procedures to prevent fraud and counter it when it does occur.

NATIONAL SERVICE COMPATIBILITY

The service shall be interactive with other vendor services allowing functionality throughout most areas of the United States.

INTERNATIONAL SERVICE COMPATIBILITY

Contractor may offer international services allowing the use of multi-band telephones (or single band phones) that operate under GSM (Global Special Mobile) or alternate technologies used in Europe or other areas of the world. International Services shall be ordered by the end user on an as needed basis. Prior to travelling outside of the United States, the State's user will be required to contact the Contractor to activate the International Service plan.

E911 AND FCC SERVICE COMPATIBILITY

Contractor services and equipment must meet all FCC, State E911 and Federal E911 mandates.

SERVICE FEATURES

The Contractor shall offer service features as defined below. All offered features are defined and priced in Exhibit B Balance of Product Line.

Call Forwarding

Forwarding of calls to alternate lines and/or voice mail. Transfer may be invoked either if calls are unanswered after a designated number of rings or if line is busy.

Voice Mail

An answering system allowing calls to forward to an automated message center for call message recording and playback.

Text Messaging

Users shall have the ability to send and receive text messages using telephones.

Caller ID:

Display of originating caller telephone number.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice with no termination liability.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide wireless cellular telephone and data services strictly pursuant to, and in conformity with, the specifications described in State RFB #1812-16, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work pursuant to Section 6 of the Special Provisions. The Contractor shall agree that any damage to building(s), materials, equipment or other property during Contractor's performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies to the best of its knowledge, by signature of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the Contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide wireless cellular telephone and data services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of ~~\$200,000.00~~; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as March 31, 2019.

Pricing does not include federal, state, local or foreign tax, fees, assessments or other charges (collectively "taxes"), which must be billed based on the jurisdiction in which the subscriber's cellular number is set up and located. Taxes and other fees vary by state and local areas and are subject to change without notice.

2. PRICING STRUCTURE

Basic Voice - No Text or Data

100 Voice Minute Plan	200 Voice Minute Plan-PAYG	Unlimited Minute Plan
\$14.99 NET Includes: 100 Anytime Minutes (\$0.40 Overage), Unlimited Sprint Mobile to Mobile, Nationwide LD, Caller ID & Voice Mail, Unlimited N&W starting at 9pm, Pooled Anytime minutes, Direct Connect and Group connect available for \$1 NET	\$17.99 NET Includes: 200 Anytime Minutes (\$0.40 Overage), Unlimited Sprint Mobile, to Mobile, Nationwide LD, Caller ID & Voice Mail, Unlimited N&W starting at 9pm, Pooled Anytime minutes, Direct Connect and Group connect available for \$1 NET	\$19.99 NET Includes: Unlimited Anytime Minutes, Unlimited Sprint Mobile to Mobile, Nationwide LD, Caller ID & Voice Mail, Unlimited N&W starting at 9pm, Pooled Anytime minutes, Direct Connect and Group connect available for \$1 NET

The Basic Voice Custom Plans include unlimited Domestic voice; provided that roaming is limited to 600 minutes or a majority of minutes for voice services.

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

Basic Voice - Including Text and Data

100 Voice Minute Plan	200 Voice Minute Plan	Unlimited Minute Plan
\$15.99 NET Includes: 100 Anytime Minutes (\$0.40 Overage), Unlimited Sprint Mobile to Mobile, Nationwide LD, Caller ID & Voice Mail, Unlimited N&W	\$18.99 NET Includes: 200 Anytime Minutes (\$0.40 Overage), Unlimited Sprint Mobile to Mobile, Nationwide LD, Caller ID & Voice Mail, Unlimited N&W starting at 9pm, Pooled	\$20.99 NET Includes: Unlimited Anytime Minutes, Unlimited Sprint Mobile to Mobile, Nationwide LD, Caller ID & Voice Mail, Unlimited N&W starting at 9pm, Pooled Anytime minutes, Unlimited Messaging,

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starting at 9pm, Pooled Anytime minutes, Unlimited Messaging, Direct Connect and Group connect available for \$1 NET	Anytime minutes, Unlimited Messaging, Direct Connect and Group connect available for \$1 NET	Direct Connect and Group connect available for \$1 NET
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The Basic Voice & Text Plans include unlimited Domestic voice and text, provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services.
 2) Direct Connect and Group Connect are available on select devices. Additional Direct Connect features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.

Smart Phone with PDA

Unlimited Voice Minute 2GB Data	600 Voice Minute 3GB Data	Unlimited Voice Minute +Data
<p>\$47.00 NET The Unlimited Talk and Text Plan (\$35 NET) includes unlimited Domestic voice, text, Direct Connect, and Group Connect; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select Smartphones. In addition, the Unlimited Talk and Text Plan includes unlimited international text for text messages sent to, or received from, over 180 countries while the Smartphone is located in the United States (subject to Smartphone capability). Additional charges apply for text messages sent or received while Roaming internationally. More information is available at sprint.com/international. Customer must purchase the Unlimited Talk and Text Plan and a Smartphone Data Plan</p>	<p>\$51.00 NET The Unlimited Talk and Text Plan (\$35 NET) includes unlimited Domestic voice, text, Direct Connect, and Group Connect; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select Smartphones. In addition, the Unlimited Talk and Text Plan includes unlimited international text for text messages sent to, or received from, over 180 countries while the Smartphone is located in the United States (subject to Smartphone capability). Additional charges apply for text messages sent or received while Roaming internationally. More information is available at sprint.com/international. Customer must purchase the Unlimited Talk and Text Plan and a Smartphone Data Plan</p>	<p>\$63.00 NET The Unlimited Talk and Text Plan (\$35 NET) includes unlimited Domestic voice, text, Direct Connect, and Group Connect; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select Smartphones. In addition, the Unlimited Talk and Text Plan includes unlimited international text for text messages sent to, or received from, over 180 countries while the Smartphone is located in the United States (subject to Smartphone capability). Additional charges apply for text messages sent or received while Roaming internationally. More information is available at sprint.com/international. Customer must purchase the Unlimited Talk and Text Plan and a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan. The data allowance (\$28 NET) for the Smartphone Data Plans includes any</p>

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<p>for any Smartphone activated on a Sprint Business Fusion Plan. The data allowance (\$12 NET) for the Smartphone Data Plans includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices. Sprint Mobile Hotspot usage on the Unlimited Data Plan is limited to 3GBs of usage and does not pool. If Customer's Sprint Mobile Hotspot usage on the Unlimited Data Plan exceeds 3GBs, Customer will be liable for a \$0.010 per MB (\$10 per GB) overage charge. Roaming is limited to 100 MBs or a majority of kilobytes ("KBs") for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile Hotspot usage. Roaming is not available on the Sprint 4G Network at this time. Data usage will be pooled among Smartphones on the 1GB, 2GB and 3GB Data Plans, if such Smartphones and devices are under the same billing account number.</p>	<p>for any Smartphone activated on a Sprint Business Fusion Plan. The data allowance (\$16 NET) for the Smartphone Data Plans includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices. Sprint Mobile Hotspot usage on the Unlimited Data Plan is limited to 3GBs of usage and does not pool. If Customer's Sprint Mobile Hotspot usage on the Unlimited Data Plan exceeds 3GBs, Customer will be liable for a \$0.010 per MB (\$10 per GB) overage charge. Roaming is limited to 100 MBs or a majority of kilobytes ("KBs") for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile Hotspot usage. Roaming is not available on the Sprint 4G Network at this time. Data usage will be pooled among Smartphones on the 1GB, 2GB and 3GB Data Plans, if such Smartphones and devices are under the same billing account number.</p>	<p>Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices. Sprint Mobile Hotspot usage on the Unlimited Data Plan is limited to 3GBs of usage and does not pool. If Customer's Sprint Mobile Hotspot usage on the Unlimited Data Plan exceeds 3GBs, Customer will be liable for a \$0.010 per MB (\$10 per GB) overage charge. Roaming is limited to 100 MBs or a majority of kilobytes ("KBs") for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile Hotspot usage. Roaming is not available on the Sprint 4G Network at this time. Data usage will be pooled among Smartphones on the 1GB, 2GB and 3GB Data Plans, if such Smartphones and devices are under the same billing account number.</p>
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ISP ACCESS DATA SERVICE COSTS

	Mobile or Stationary Data Access Service 50MB	Mobile or Stationary Data Access Service Unlimited
PLAN COST PER DEVICE	\$19.99 NET Includes:	\$34.99 NET Includes:

	<p>50MB On-net Data Usage (Overage = \$10/GB), 100MB Data Roaming (\$0.25/MB). If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the overage charges. Roaming is not available on the Sprint 4G Network at this time. Premium Services content is not available with this Business Plan. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.</p>	<p>Unlimited for acceptable use On-net Data Usage (Overage = \$10/GB), 100MB Data Roaming (\$0.25/MB). Unlimited use available while on the Sprint network. Sprint will throttle to 64kb and reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 5GB/month of data usage. 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automated data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines. If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the overage charges. The 3G/4G Connection Card Plan includes unlimited data usage on the Sprint 4G Network, the Sprint 3G Network and the Nationwide Sprint Network. Wireless high speed data coverage is not available</p>
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		everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability. Roaming is not available on the Sprint 4G Network at this time. Premium Services content is not available with this Business Plan. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.
INCOMING MINUTES PER DEVICE	N/A	N/A
COST PER INCOMING MINUTE	N/A	N/A
OUT GOING US MINUTES	N/A	N/A
COST PER OUT GOING MINUTE	N/A	N/A
COST PER TEXT MESSAGE	N/A	N/A

Machine-to-Machine

	1MB	10MB	1GB
connectivity - fleet vehicle tracking, wireless sensors, game cameras, etc.			
Overage rate per Megabyte	\$0.003/KB	\$0.003/KB	\$0.003/KB
Cost/month	\$2.50 NET Usage limitations, including roaming	\$7.00 NET Usage limitations.	\$23.50 NET Usage limitations.

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	<p>usage limitations, and other data usage restrictions or limitations as set forth in the Wireless Services Product Annex and/or the Government Wireless Services Product Annex (as applicable) apply. Roaming is not available on the Sprint 4G Network at this time.</p> <p>Restricted Uses. Sprint Data Access Plans for Business for Third Party M2M Devices may not be used with laptops, netbooks, notebooks, tablets, or other comparable devices that involve active participation by a person. All usage must be embedded within machine-to-machine applications and M2M Devices.</p> <p>Data Pooling. Data usage will be pooled among M2M Devices with the same Business Plan type, with the same Business Plan size, and with the same billing account number (each a "Pooling Group").</p>	<p>including roaming usage limitations, and other data usage restrictions or limitations as set forth in the Wireless Services Product Annex and/or the Government Wireless Services Product Annex (as applicable) apply. Roaming is not available on the Sprint 4G Network at this time.</p> <p>Restricted Uses. Sprint Data Access Plans for Business for Third Party M2M Devices may not be used with laptops, netbooks, notebooks, tablets, or other comparable devices that involve active participation by a person. All usage must be embedded within</p>	<p>including roaming usage limitations, and other data usage restrictions or limitations as set forth in the Wireless Services Product Annex and/or the Government Wireless Services Product Annex (as applicable) apply. Roaming is not available on the Sprint 4G Network at this time.</p> <p>Restricted Uses. Sprint Data Access Plans for Business for Third Party M2M Devices may not be used with laptops, netbooks, notebooks, tablets, or other comparable devices that involve active participation by a person. All usage must be embedded within</p>
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		machine-to-machine applications and M2M Devices. Data Pooling. Data usage will be pooled among M2M Devices with the same Business Plan type, with the same Business Plan size, and with the same billing account number (each a "Pooling Group").	machine-to-machine applications and M2M Devices. Data Pooling. Data usage will be pooled among M2M Devices with the same Business Plan type, with the same Business Plan size, and with the same billing account number (each a "Pooling Group").
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Telephone And Equipment Costs

ITEM	CATEGORY	MANUFACTURER	MODE/VERSION	ONE TIME COST PER ITEM
Traditional Cellular Telephone	TCT	Alcatel	One Touch Retro	No Charge*
Mobile or Stationary Data Access Equipment for PC Laptop support	MS	NETGEAR	Zing Mobile Hotspot	\$0.99 NET
USB Wireless Broadband Card	MS	NETGEAR	341U	\$0.99 NET
Smart Phone	SP	Apple	iPhone 5S 16GB	No Charge*
Smart Phone Mobile Antivirus and Mobile anti-Malware Protection	SP			Not Provided
120 Vac Battery Adaptor	TCT//SP	As provided by manufacturer equipment manufacturer	Device Dependent	No Charge
12 Vdc battery adaptor/charger	TCT/SP	As provided by manufacturer equipment manufacturer	Device Dependent	No Charge

Bell clip holster or bell clip carrying case	TCT/SP	As provided by manufacturer equipment manufacturer	Device Dependent	No Charge
Earpiece (ear-bud)	TCT/SP	As provided by manufacturer equipment manufacturer	Device Dependent	No Charge
Screen protector for Smartphone	SP		Device Dependent	No Charge

Percentage discount off of MSRP for Bluetooth equipment: 25% on all eligible service plans.

Balance of Product Line

ITEM	CATEGORY	DESCRIPTION	COST
Tablet Plans:			
2GB Tablet Plan	MSD	Includes 2GB On-network Data and 100MB data roaming. On-Net overage = \$10/GB; data roaming overage = \$0.25/MB. Only available for Unsubsidized Tablets. The data Services overage charges set forth in the table above apply only to tablets compatible with the Sprint 4G LTE Network. The data Services overage charges for all other tablets will be \$0.05 per MB. If Customer's data usage in a given month exceeds the plan's Data Services limitation or Data Roaming limitation, Customer will be liable for the overage charges set forth. Customer will be liable for the overage charge set forth in the table above for any data usage that exceeds 300MB per month. All pricing and available MBs and GBs are the same whether Corporate-Liable Active Units use the Sprint 4G Network (if included), the Sprint 3G Network or the	\$14.99 NET

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		<p>Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data device. When the Sprint 3G Network is available and Customer uses a Sprint EVDO-compatible device with a wireless high-speed data Business Plan, Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a Business Plan for Sprint 4G Services, Active Units will first attempt to connect to the Sprint 4G Network, and then default to the Sprint 3G Network or Nationwide Sprint Network depending on coverage and network availability. Data usage on the Sprint 4G Network requires a 4G capable device. Roaming is not available on the Sprint 4G Network at this time. Additional charges apply for messaging service. A two year Minimum Service Term is required if Customer receives a wireless device discount. Wireless device discounts may not be available on all devices. Tablets compatible with the Sprint 4G LTE Network are not eligible for wireless device discounts, service credits or rebates, but may be eligible for certain promotions.</p>	
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