



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

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", with a stylized flourish extending to the right.

Denis Goulet
Commissioner

DG/ik
Contract #2016-077

cc: Paul Rhodes, DAS

Subject: Wireless Cellular and Data Services

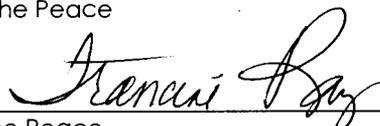
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 My Commission Expires <u>10/29/2016</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: <u>9/23/16</u>		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, 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: <u>9/23/16</u>			
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 shelf" 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 manufactures 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 Fax@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 800 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,

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

<i>Unlimited Voice Minute 2GB Data</i>	<i>600 Voice Minute 3GB Data</i>	<i>Unlimited Voice Minute +Data</i>
<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>

<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; 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. 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,

	<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. 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. 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. 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. 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

Belt clip holster or belt 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

		<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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5GB Tablet Plan	MSD	<p>Includes 5GB 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 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</p>	\$24.99 NET
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		<p>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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Unlimited Tablet Plan	MSD	<p>Includes Unlimited 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. 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-</p>	\$27.99 NET
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		<p>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. 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. 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</p>	
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		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.	
Other Machine to Machine Plans:			
2MB	MSD	Data Pooling Included; Overage = \$0.003/KB. 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. Roaming is not available on the Sprint 4G Network at this time. Restricted Uses. Sprint Data Access Plans for Business for Third Party M2M Devices may not be used with	\$4.00 NET

		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. 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").	
5MB	MSD	Data Pooling Included; Overage = \$0.003/KB. 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. Roaming is not available on the Sprint 4G Network at this time. 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. 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").	\$5.00 NET

25MB	MSD	<p>Data Pooling Included; Overage = \$0.003/KB 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. Roaming is not available on the Sprint 4G Network at this time. 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. 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>	\$8.50 NET
50MB	MSD	<p>Data Pooling Included; Overage = \$0.0003/KB 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. Roaming is not available on the Sprint 4G Network at this time. Restricted Uses. Sprint Data Access Plans for Business for</p>	\$10.50 NET

		<p>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. 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>	
100MB	MSD	<p>Data Pooling Included; Overage = \$0.0003/KB 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. Roaming is not available on the Sprint 4G Network at this time. 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. 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</p>	\$13.50 NET

		billing account number (each a "Pooling Group").	
500MB	MSD	Data Pooling Included; Overage = \$0.0003/KB 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. Roaming is not available on the Sprint 4G Network at this time. 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. 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").	\$18.50 NET

2GB	MSD	<p>Data Pooling Included; Overage = \$0.0003/KB 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. 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. 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>	\$28.50 NET
5GB	MSD	<p>Data Pooling Included; Overage = \$0.0003/KB 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. Roaming is not available on the Sprint 4G Network at this time.</p> <p>Restricted Uses. Sprint Data Access Plans for Business for</p>	\$47.50 NET

		<p>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. 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>	
Other Voice Plans:			
Sprint Government Choice Value Plan	SP	<p>400 Anytime Minutes, Unlimited Sprint Mobile to Mobile, Unlimited N&W starting at 7pm, Shared Minutes, Unlimited Direct Connect & Group Connect, Nationwide LD, Caller ID & Voice Mail, Unlimited Internet browsing, Premium Data Included; Data roaming billed at \$0.02/KB. Voice overage = \$0.25/Mikn. Corporate-Liable Active Units on the Sprint Government Choice Value Plan with SDC will share Anytime Minutes with only the Business Essentials family of plans. 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</p>	\$47.99 NET

		<p>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.</p> <p>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.</p>	
Sprint Government Choice Economy Plan	SP	<p>400 Anytime Minutes, Unlimited Sprint Mobile to Mobile, Unlimited N&W starting at 7pm, Shared Minutes, Unlimited Direct Connect & Group Connect, Nationwide LD, Caller ID & Voice Mail, Unlimited Internet browsing, Premium Data Included; 100 MB Data roaming Included. Voice overage = \$0.25/Min.</p> <p>Data roaming is subject to the data roaming sections of the wireless services product annex.</p> <p>Corporate-Liable Active Units on the Sprint Government Choice Economy Plan with SDC will share Anytime Minutes with only the Business Essentials family of plans.</p> <p>Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where</p>	\$49.99 NET

		<p>the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.</p> <p>Direct Connect and Group Connect are available on select devices. Additional Direct Connect features, including, but not limited to, TeamDCSM, are available with certain devices and may be subject to an additional charge.</p>	
SPRINT FLAT RATE BUSINESS PLAN	TCT	<p>Per minute rate for all voice minutes including Anytime minutes and Nationwide LD = \$0.06/Min. Includes unlimited Sprint Mobile to Mobile and N&W starting at 9pm. Direct Connect and Group Connect available for \$5 NET MRC. Additional Direct Connect features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge. Customer may have a maximum of 25% of its Customer-Liable Active Units on the Sprint Flat Rate Business Plan. If the percentage of users on the Flat Rate Business Plans exceeds 25% of the total number of Customer-Liable Active Units, Sprint reserves the right to reject new orders for the Flat Rate</p>	\$9 NET

		<p>Business Plans until the 25% ratio is achieved. Individual Liable lines are not eligible for this rate plan.</p> <p>Sprint Flat Rate Business Plans may not be available on all devices</p>	
SPRINT FLAT RATE BUSINESS PLAN	TCT	<p>Per minute rate for all voice minutes including Anytime minutes and Nationwide LD = \$0.06/Min. Includes unlimited Sprint Mobile to Mobile and N&W starting at 9pm, unlimited Connect and Group Connect. Per minute rate while traveling outside of NH = \$0.25/Min. Additional Direct Connect features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.</p> <p>Customer may have a maximum of 25% of its Customer-Liable Active Units on the Sprint Flat Rate Business Plan. If the percentage of users on the Flat Rate Business Plans exceeds 25% of the total number of Customer-Liable Active Units, Sprint reserves the right to reject new orders for the Flat Rate Business Plans until the 25% ratio is achieved. Individual Liable lines are not eligible for this rate plan.</p> <p>Sprint Flat Rate Business</p>	\$15 NET

		Plans may not be available on all devices	
Seasonal Standby	TCT	The Sprint Seasonal Standby Plan allows Customer to place up to 5% of its then-current number of Corporate-Liable Active Units on inactive status for a period not to exceed 9 consecutive months. Only Corporate-Liable Active Units that have been active on another Business Plan for a minimum of 3 consecutive months are eligible for the Sprint Seasonal Standby Plan. Direct Connect charge = \$0.50/Min. Corporate-Liable Active Units on the Sprint Seasonal Standby Plan will not have access to any voice or data features. Customer will be liable for any Sprint Direct Connect usage charges as set forth in the table above, and any applicable taxes, fees, charges and surcharges.	\$5.95 NET
300 Message Plan	TCT	Activated on Sprint Flat Rate Business Plan (Additional Messages = \$0.20/Msg)	\$1 NET
1000 Message Plan	TCT	Activated on Sprint Flat Rate Business Plan	\$5 NET

		(Additional Messages = \$0.20/Msg)	
Unlimited Message Plan	TCT	Activated on Sprint Flat Rate Business Plan	\$7 NET
Sprint Mobile Hotspot Add-On	SP, MSD	<p>Unlimited for acceptable uses. 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; 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. Included 100MB of Data Roaming (Data roaming overage = \$0.25/MB). If Customer's data usage in a given month exceeds the Data Services limitation, Customer will be liable for the overage charges set forth. Sprint Mobile Hotspot Add-On requires an eligible Voice/Data bundled Business Plan or an eligible voice Business Plan and an eligible Sprint Data Plan.</p>	\$10 NET

		Sprint Mobile Hotspot Add-On is only available on certain Hotspot capable wireless devices. Sprint Mobile Hotspot Add-On usage is separate from underlying plan usage. All data usage (device and Mobile Hotspot) will count against the Sprint Mobile Hotspot Add-On Data Services limitation when the Mobile Hotspot functionality is turned on. Roaming is not available on the Sprint 4G Network at this time.	
Proposed Devices:			
Smartphones			
Apple iPhone 5S (64GB)	SP	SRP = \$599.99	\$99.99 NET
Apple iPhone 6 (128GB)	SP	SRP = \$649.99	\$199.99 NET
Apple iPhone 6 (16GB)	SP	SRP = \$549.99	\$99.99 NET
Apple iPhone 6 (64GB)	SP	SRP = \$649.99	\$199.99 NET
Apple iPhone 6 Plus (16GB)	SP	SRP = \$649.99	\$199.99 NET
Apple iPhone 6 Plus (64GB)	SP	SRP = \$749.99	\$299.99 NET
Apple iPhone 6S (128GB)	SP	SRP = \$849.99	\$399.99 NET
Apple iPhone 6S (16GB)	SP	SRP = \$649.99	\$199.99 NET
Apple iPhone 6S (64GB)	SP	SRP = \$749.99	\$299.99 NET
Apple iPhone 6S Plus (128GB)	SP	SRP = \$949.99	\$499.99 NET
Apple iPhone 6S Plus (16GB)	SP	SRP = \$749.99	\$299.99 NET
Apple iPhone 6S Plus (64GB)	SP	SRP = \$849.99	\$399.99 NET
Nokia Lumia 635	SP	SRP = \$120	\$0 NET
HTC One (M9)	SP	SRP = \$708	\$199.99 NET
Kyocera TorqueXT	SP	SRP = \$360	\$49.99 NET
LG G Stylo	SP	SRP = \$288	\$49.99 NET
LG G3	SP	SRP = \$240	\$49.99 NET

LG G4	SP	SRP = \$360	\$99.99 NET
LG Tribute 2	SP	SRP = \$120	\$120 NET
Samsung Galaxy Grand Prime	SP	SRP = \$240	\$29.99 NET
Samsung Galaxy Note 5 (32GB)	SP	SRP = \$739	\$249.99 NET
Samsung Galaxy Note 5 (64GB)	SP	SRP = \$839	\$349.99 NET
Samsung Galaxy Note Edge	SP	SRP = \$720	\$429.99 NET
Samsung Galaxy S 6 (32 GB)	SP	SRP = \$584	\$149.99 NET
Samsung Galaxy S 6 (64 GB)	SP	SRP = \$684	\$249.99 NET
Samsung Galaxy S 6 Edge (32 GB)	SP	SRP = \$719	\$249.99 NET
Samsung Galaxy S 6 Edge (64 GB)	SP	SRP = \$814	\$349.99 NET
Samsung Galaxy S6 edge+ (32GB)	SP	SRP = \$720	\$349.99 NET
Feature Phones			
Kyocera DuraPlus (PRO 375)	TCT	SRP = \$199.99	\$0 NET
Kyocera DuraXTP	TCT	SRP = \$216	\$0.99 NET through the application of local market discretionary credit
Kyocera Verve	TCT	SRP = \$129.99	\$19.99 NET
Sonim XP Strike (3410)	TCT	SRP = \$329.99	\$0.99 NET
Sonim XP Strike IS (3420)	TCT	SRP = \$649.99	\$149.99 NET
Mobile Broadband			
Pocket WiFi	MSD	SRP = \$180	\$29.99 NET
Sprint LivePro	MSD	SRP = \$449.99	\$299.99 NET
Third Party Applications:			
SPIREON FLEETLOCATE TRAILER MANAGEMENT SOLUTION-FL12 Trailer Device	SP, MSD	Device Activation Fee- \$27.95; Spireon Web-Based Software Included. 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	\$18.95 NET

		<p>the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Trailer Solution. The FL12 Devices are subject to a one year Minimum Service Term, and 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.</p>	
<p>SPIREON FLEETLOCATE POWERED ASSET SOLUTION-FL12EQ Powered Asset Device</p>	<p>SP, MSD</p>	<p>Device Activation Fee-\$27.95; Spireon Web-Based Software Included. 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. The FL12EQ Devices are subject to a one year Minimum Service Term, and 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.</p>	<p>\$18.95 NET</p>

SPIREON FLEETLOCATE ASSET SOLUTION	SP, MSD	<p>Device Activation Fee-\$27.95; Spireon Web-Based Software Included. 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. The FL700 Devices are subject to a one year Minimum Service Term, and 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.</p>	\$17.95 NET
SPIREON FLEETLOCATE FLEET MANAGEMENT STANDARD SOLUTION - UNBUNDLED DATA	SP, MSD	<p>Device Activation Fee-\$27.95; Spireon Web-Based Software Included; Garmin-\$5.00 (\$24.00 activation fee for Garmin);Power Take-off tracking-\$3.00; 1 Minute Frequent Pinging-\$5.00; 30 second Frequent Pinging-\$10.00. 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</p>	\$23.95 NET

		<p>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. 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. 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. 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</p>	
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		services associated with the FleetLocate Standard Solution. The FL18 Devices are subject to a one year Minimum Service Term, and 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.	
SPIREON FLEETLOCATE FLEET MANAGEMENT BASIC SOLUTION - UNBUNDLED DAT	SP, MSD	Set up Fee-\$59.99; Spireon Web-Based Software Included. 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. The FL7 devices are subject to a one year Minimum Service Term, and 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.	\$15.9 NET
SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED SOLUTION - UNBUNDLED DATA	SP, MSD	Setup Fee-\$59.99; Spireon Web-Based Software Included; Garmin-\$0.00; Power Take-off tracking-\$0.00; Driver ID-\$0.00; Go Talk-\$0.00. Garmin is an optional	\$20.63 NET

		<p>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. 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. 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</p>	
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		<p>this feature to operate. 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. 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. The FL7 devices are subject to a one year Minimum Service Term, and 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.</p>	
<p>SPIREON FLEETLOCATE FLEET MANAGEMENT COMPLIANCE SOLUTION - UNBUNDLED DATA</p>	<p>SP, MSD</p>	<p>Setup Fee-\$59.99; Spireon Web-Based Software Included; Garmin-\$0.00;Power Take-off tracking-\$0.00; Driver ID-\$0.00; Active Tracking-\$0.00; Go Talk-\$0.00; GoTalk Plus Active Tracking-\$0.00. The FleetLocate Advanced Plus Solution also allows Android devices to access the Spireon fleet management Application through the</p>	<p>\$23.1 NET</p>

		<p>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. 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. 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. 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</p>	
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		<p>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. 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. 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. 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. 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</p>	
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		FleetLocate Advanced Plus Solution. The FL7 devices are subject to a one year Minimum Service Term, and 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.	
Actsoft Comet Tracker EZ - provides an entry level GPS tracking solution that includes near real time and historical locations, as well as speeds, stop time, geo-fencing, reporting and alerts for locations and speed.	SP, MSD	NRC-License Fee \$20;NRC-Hardware Charge NA. 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, Smartphones or tablets. Actsoft Comet Asset TOTAL and Actsoft Comet Asset TOTAL – Hardware 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 Pro, Comet Fleet Pro – Hardware, 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	\$10 NET

		LMU-2800 series, or CalAmp LMU-3000 series of wireless devices. Actsoft Comet Driver Log is available for activation only on Smartphones or tablets	
Actsoft Comet Asset TOTAL - utilizes the Actsoft Comet Tracker EZ software functionality and includes the use of a CalAmp Device.	SP, MSD	NRC-License Fee \$25;NRC-Hardware Charge NA. 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, Smartphones or tablets. Actsoft Comet Asset TOTAL and Actsoft Comet Asset TOTAL - Hardware 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 Pro, Comet Fleet Pro - Hardware, 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. Actsoft Comet Driver Log is available for activation only on Smartphones or tablets	\$16 NET

<p>Actsoft Comet Asset TOTAL - Hardware - Hardware utilizes the Actsoft Comet Tracker EZ software functionality and requires the purchase of a CalAmp Device as described above..</p>	<p>SP, MSD</p>	<p>NRC-License Fee NA;NRC-Hardware Charge \$100. 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, Smartphones or tablets. Actsoft Comet Asset TOTAL and Actsoft Comet Asset TOTAL – Hardware 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 Pro, Comet Fleet Pro – Hardware, 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. Actsoft Comet Driver Log is available for activation only on Smartphones or tablets</p>	<p>\$16 NET</p>
<p>Actsoft Comet Fleet - provides the features of Actsoft Comet Tracker EZ plus vehicle maintenance reporting, driver scorecards, driver identification, input sensors</p>	<p>SP, MSD</p>	<p>NRC-License Fee \$25;NRC-Hardware Charge NA. As used herein, "CalAmp Device" refers to a CalAmp wireless device included in one of the series referenced herein. Actsoft Comet</p>	<p>\$15 NET</p>

<p>(Power Take Off, lights, doors, etc.), additional alerts and reporting to support the added functionality. In addition, if Customer activates Actsoft Comet Fleet with certain devices from Garmin Ltd. (Garmin devices sold separately) Customer will receive timekeeping and dispatching information through the Garmin device.</p>		<p>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, Smartphones or tablets. Actsoft Comet Asset TOTAL and Actsoft Comet Asset TOTAL – Hardware 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 Pro, Comet Fleet Pro – Hardware, 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. Actsoft Comet Driver Log is available for activation only on Smartphones or tablets</p>	
<p>Actsoft Comet Tracker (1-50 Activations) - provides the features of Actsoft Comet Fleet plus the available option to use basic forms, timekeeping and dispatch (handsets, Smartphone or tablet required and sold separately), and the ability to add on "Advanced Wireless Forms."</p>	<p>SP, MSD</p>	<p>NRC-License Fee \$20;NRC-Hardware Charge NA. 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, Smartphones or</p>	<p>\$17 NET</p>

		<p>tablets. Actsoft Comet Asset TOTAL and Actsoft Comet Asset TOTAL – Hardware 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 Pro, Comet Fleet Pro – Hardware, 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. Actsoft Comet Driver Log is available for activation only on Smartphones or tablets</p> <p>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. The State reserves the right to remove these services if changes are not in the best interest of the State.</p>	
Actsoft Comet Tracker (51-100 Activations) - provides the features of Actsoft	SP, MSD	NRC-License Fee \$20;NRC-Hardware Charge NA. As used herein, "CalAmp	\$15 NET

<p>Comet Fleet plus the available option to use basic forms, timekeeping and dispatch (handsets, Smartphone or tablet required and sold separately), and the ability to add on "Advanced Wireless Forms."</p>		<p>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, Smartphones or tablets. Actsoft Comet Asset TOTAL and Actsoft Comet Asset TOTAL – Hardware 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 Pro, Comet Fleet Pro – Hardware, 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. Actsoft Comet Driver Log is available for activation only on Smartphones or tablets. 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</p>	
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		Terms"). The Actsoft Terms are subject to change without prior notice to Customer.	
Actsoft Comet Tracker (101+ Activations) - provides the features of Actsoft Comet Fleet plus the available option to use basic forms, timekeeping and dispatch (handsets, Smartphone or tablet required and sold separately), and the ability to add on "Advanced Wireless Forms."	SP, MSD	NRC-License Fee \$20;NRC-Hardware Charge NA. 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, Smartphones or tablets. Actsoft Comet Asset TOTAL and Actsoft Comet Asset TOTAL – Hardware 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 Pro, Comet Fleet Pro – Hardware, 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. Actsoft Comet Driver Log is available for activation only on Smartphones or tablets The features described may change in Actsoft's sole discretion. Customer's use	\$13 NET

		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.	
Comet Fleet Pro - offers all of the same functionalities of Actsoft Comet Fleet and includes the use of a CalAmp Device.	SP, MSD	NRC-License Fee \$25;NRC-Hardware Charge NA. 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, Smartphones or tablets. Actsoft Comet Asset TOTAL and Actsoft Comet Asset TOTAL – Hardware 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 Pro, Comet Fleet Pro – Hardware, 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	\$21 NET

		<p>devices. Actsoft Comet Driver Log is available for activation only on Smartphones or tablets 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.</p>	
<p>Comet Fleet Pro – Hardware - offers all of the same functionalities of Actsoft Comet Fleet and requires the purchase of a CalAmp Device as described above.</p>	<p>SP, MSD</p>	<p>NRC-License Fee NA;NRC-Hardware Charge \$50. 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, Smartphones or tablets. Actsoft Comet Asset TOTAL and Actsoft Comet Asset TOTAL – Hardware 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 Pro, Comet Fleet Pro – Hardware, Comet Fleet Premium, Comet Fleet Premium – Hardware,</p>	<p>\$21 NET</p>

		<p>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. Actsoft Comet Driver Log is available for activation only on Smartphones or tablets. 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.</p>	
<p>Comet Fleet Premium - offers all of the same functionalities of Comet Fleet Pro (including the use of a CalAmp Device) plus electronic forms, driver vehicle inspection reporting (DVIR) and forms to capture signatures and pictures. Customer may contact its Sprint Account Representative for information on compatible devices. An additional data Business Plan is required for tablets and Smartphones accessing these additional functionalities.</p>	<p>SP, MSD</p>	<p>NRC-License Fee NA;NRC-Hardware Charge NA. 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, Smartphones or tablets. Actsoft Comet Asset TOTAL and Actsoft Comet Asset TOTAL - Hardware 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</p>	<p>\$28 NET</p>

		<p>LMU-2800 series, or CalAmp LMU-3000 series of wireless devices. Comet Fleet Pro, Comet Fleet Pro – Hardware, 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. Actsoft Comet Driver Log is available for activation only on Smartphones or tablets. 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.</p>	
<p>Comet Fleet Premium – Hardware - offers all of the same functionalities of Actsoft Comet Fleet Premium except that Comet Fleet Premium – Hardware requires the purchase of a CalAmp Device as described above.</p>	<p>SP, MSD</p>	<p>NRC-License Fee NA;NRC-Hardware Charge \$50. 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, Smartphones or tablets. Actsoft Comet Asset TOTAL and Actsoft Comet Asset TOTAL – Hardware may be activated on the</p>	<p>\$28 NET</p>

		<p>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 Pro, Comet Fleet Pro – Hardware, 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. Actsoft Comet Driver Log is available for activation only on Smartphones or tablets. 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.</p>	
<p>Comet Fleet Platinum - offers all of the same functionalities of Comet Fleet Premium (including the use of a CalAmp Device) plus order dispatching, voice guided directions, recurring order schedules, and time and attendance forms. Customer may contact its</p>	<p>SP, MSD</p>	<p>NRC-License Fee NA;NRC-Hardware Charge NA. 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</p>	<p>\$35 NET</p>

<p>Sprint Account Representative for information on compatible devices. An additional data Business Plan is required for tablets and Smartphones accessing these additional functionalities.</p>		<p>LMU-2800 series, or CalAmp LMU-3000 series of wireless devices, Smartphones or tablets. Actsoft Comet Asset TOTAL and Actsoft Comet Asset TOTAL – Hardware 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 Pro, Comet Fleet Pro – Hardware, 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. Actsoft Comet Driver Log is available for activation only on Smartphones or tablets. 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.</p>	
<p>Comet Fleet Platinum - Hardware - offers all of the same functionalities of Actsoft Comet Fleet</p>	<p>SP, MSD</p>	<p>NRC-License Fee NA;NRC-Hardware Charge \$50. As used herein, "CalAmp Device" refers to a CalAmp</p>	<p>\$35 NET</p>

<p>Platinum except that Comet Fleet Platinum – Hardware requires the purchase of a CalAmp Device as described above.</p>		<p>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, Smartphones or tablets. Actsoft Comet Asset TOTAL and Actsoft Comet Asset TOTAL – Hardware 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 Pro, Comet Fleet Pro – Hardware, 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. Actsoft Comet Driver Log is available for activation only on Smartphones or tablets 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</p>	
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		are subject to change without prior notice to Customer.	
Actsoft Comet Driver Log - may be purchased on a standalone basis or with Actsoft Comet Tracker EZ, Actsoft Comet Fleet, Actsoft Comet Tracker, or Comet Fleet Pro. Actsoft Comet Driver Log offers the ability for drivers to log their Hours of Service as well as enter DVIR data. Actsoft provides Actsoft Comet Driver Log information in the cloud via an Actsoft web portal for real time and historical access.	SP, MSD	NRC-License Fee \$20;NRC-Hardware Charge NA. 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, Smartphones or tablets. Actsoft Comet Asset TOTAL and Actsoft Comet Asset TOTAL – Hardware 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 Pro, Comet Fleet Pro – Hardware, 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. Actsoft Comet Driver Log is available for activation only on Smartphones or tablets The features described may change in Actsoft's sole discretion. Customer's use of the Actsoft Comet	\$20 NET

		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.	
Mobility XE - All Modules	SP, MSD	Certain applications require the purchase of a data Business Plan Depending upon Customer's device, a BlackBerry data plan may be required instead.	\$12.99 NET
Mobility XE - Policy Management	SP, MSD	Certain applications require the purchase of a data Business Plan Depending upon Customer's device, a BlackBerry data plan may be required instead.	\$11.99 NET
Netmotion Mobility XE	SP, MSD	Certain applications require the purchase of a data Business Plan Depending upon Customer's device, a BlackBerry data plan may be required instead.	\$9.99 NET

3. INVOICE

INVOICING REQUIREMENTS

Invoices are required throughout the duration of the Contract as denoted below.

- Invoicing Services

Invoicing Services shall consist of the costing of all Contractor provided services. Contractor shall detail all charges and provide extended definitions of itemized charges. Bulk charges shall be rejected by the State. A separate invoice shall be available for each telephone subscribed to each State office. The State may require that multiple telephones be billed on a single account. In such cases, the Contractor shall place charges on a single master bill.

Invoices shall be submitted on a monthly basis, inclusive of the first bill cycle day of the month to the last bill cycle day of the month in which the services have been performed. Charges will be pro-rated by the numbers of days in service when partial month services occur.

- Invoice Details

All monthly reports and invoices shall be itemized including details for every billable item, inclusive of basic monthly charges, minutes of use, excess minutes of use, call detail inclusive of city/town location and telephone number called. All call records must be listed in sequential order by date of call.

- Invoice Corrections

The Contractor shall provide within ten (10) working days, any corrective data requested by the State. This shall include replacement reports, corrective information on balances and credits and any other change of service information required for bill back to agencies by the State.

- Invoice Delivery Timeframe

Invoices shall be delivered on or prior to 25 days subsequent to the monthly bill cycle. The State shall not be held liable for service performed without the receipt of properly filed invoices, reports and supporting information. Invoices shall be forwarded directly to State users, and may be forwarded as a group to same addresses when directed by the State.

- Account Balances

The Contractor shall maintain all records of payments, credits and balances.

- Accuracy of Invoices

Contractor shall be responsible to justify all charges to the State. Invoices must be reviewed for accuracy prior to delivery to the State. All billing information provided to the State must reflect same information. Paper invoices and electronic reports must reflect same call detail, record count, call and service cost. Conflicts between support data and paper billing shall be considered incomplete billing and payment held until proper support information provided by the Contractor.

- Paper

Invoices must be provided on paper. It is preferable that invoices also be available electronically, delivered by e-mail, or downloadable from an Internet web site.

For State agencies who participate in the Procurement Card program the Contractor shall be paid by Procurement Card when invoice is received.

The invoice shall be sent to the address of the using agency under agreement.

4. PAYMENT

Payments shall be made via Procurement Card by State agencies who participate in the Procurement Card program.

**EXHIBIT C
SPECIAL PROVISIONS**

The State of New Hampshire and the Contractor hereby mutually agree to the following changes of the General Provisions. Should a conflict exist between these Special Provisions and the State's Form P-37 Contract, These Special Provisions shall govern:

INSERT THE FOLLOWING SPECIAL PROVISIONS, MUTUALLY AGREED UPON BY THE PARTIES. SHOULD A CONFLICT EXISTS AMONG THESE SPECIAL PROVISIONS AND THE STATE'S GENERAL PROVISIONS, THESE SPECIAL PROVISIONS SHALL SUPERSEDE THE STATE'S GENERAL PROVISIONS:

1. Add to Section 4:

4. CONDITIONAL NATURE OF AGREEMENT.

To the extent possible, the State will give Sprint written notice of any termination for non-appropriation at least 30 days before the effective date of the termination. At Sprint's request, the State will provide supplemental documentation regarding the non-appropriation of funds. The State, acting through the Department of Administrative Services, will make best efforts to budget and secure any funding required to fulfill its contractual obligations for each fiscal year during the Term.

2. Add to Section 5 the following clarification:

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

Sprint's rates and charges for Products and Services do not include taxes. Sprint shall invoice Customer for, and Customer will pay all taxes imposed on, or based upon, the provision, sale or use of Products or Services. Customer will not be responsible for payment of any tax to the extent that Customer demonstrates a legitimate exemption under applicable law. Additional information on the taxes, fees, charges, and surcharges collected by Sprint is posted on the Rates and Conditions Website. If a jurisdiction in which Customer conducts business requires Customer to deduct or withhold separate taxes from any amount due to Sprint, Customer must notify Sprint in writing. Sprint will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to Sprint will not be less than the amount Sprint would have received without the required deduction or withholding. Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer. Customer will not be responsible for payment of Sprint's direct income and employment taxes.

Additionally, Sprint may impose on Customer additional regulatory fees, administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs. These fees, charges or surcharges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC") or Gross Receipts surcharges. If the Federal Communications Commission ("FCC") requires that Sprint contribute to the Universal Service Fund ("USF") based on interstate revenues derived from Services that Sprint in good faith has treated as exempt, including but not limited to, information services, Sprint will invoice Customer the CUSC for such Services beginning on the date

established by the FCC as the date such Services became subject to USF contributions. The amount of the fees and charges imposed may vary.

BILLING AND PAYMENT.

Invoicing.

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

(b) Delays. If Sprint cannot install or make available the Product or Service by the delivery date specified in the Order due to a Customer-caused delay, Sprint may bill Customer as of the delivery date specified in the Order, or if no date is specified, any time 30 days or more after the Effective Date.

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

Payment Terms.

Sprint will invoice Customer, and Customer will pay Sprint, in United States dollars (USD), unless otherwise mutually agreed in writing by the parties. Payment terms are net 30 days from the date of invoice receipt. Invoices are deemed to have been received within 5 days of the invoice date. If Customer fails to make payment within 15 days of receiving Sprint's written notice of nonpayment, Sprint reserves the right to take other action to compel payment of past due amounts, including suspension or termination of Service, unless prohibited by applicable law. Customer may not offset credits owed to Customer on one account against payments due on the same or another account without Sprint's written consent. Sprint's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. Customer will remit payment using cash, check, or electronic funds transfer.

Repayment of Credits or Waived Charges.

If Sprint terminates a Service or this Agreement due to Customer's material breach, or Customer terminates a Service or this Agreement before the end of any applicable Order Term (unless due to Sprint's material breach), Customer will repay Sprint a pro rata portion of any credits issued or charges waived, based upon the number of months remaining in the Term at the time of termination.

3. Delete Section 8.1.1 in its entirety and substitute the following:

8. EVENT OF DEFAULT/REMEDIES.

8.1.1 failure to perform the Services as required under this Agreement.

4. Add to Section 9 the following clarification:

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

Sprint has read, understands and will comply that all information and materials provided to the State under this Agreement shall become the property of the State; provided, however, that ownership of the underlying copyright in any such document shall remain with Sprint or the respective third party licensor. In no event does the State obtain any ownership rights in the copyright to any materials or information or to any third party software embedded in the devices.

5. Add to Section 12 the following clarification:

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

Sprint has read, understands and will comply subject to the following clarification:

The parties agree that the State's consent as required in this Section 12 shall not be unreasonably withheld, conditioned, or delayed.

6. Delete Section 13 in its entirety and substitute the following:

13. INDEMNIFICATION.

Sprint has read, understands and respectfully requests that this provision of the RFB be replaced in its entirety with the revised provision below:

Vendor shall indemnify and defend the State, its officers and employees, against all third party claims for damages, liabilities, or expenses, including reasonable attorney's fees, arising directly from performance of this Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted on whole or in part from the negligence or misconduct or omissions of Vendors, its subcontractors, directors, officers, employees or authorized agents of Contractor.

The State will make best efforts to promptly report the claim and act in a manner that protects Sprint's ability to defend the claim. Sprint will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The State will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Sprint will retain sole control of the claim's settlement or defense.

7. Delete Section 14.1.2 in its entirety for the following explanation:

Sprint is not insuring the wireless equipment (handsets and aircards) the State receives or purchases under contract.

8. Delete Section 14.3 in its entirety and substitute the following:

14. INSURANCE.

14.3 The Vendor shall furnish the Contracting Officer identified in Block 1.9, or his or her successor, certificate(s) of insurance for all insurance required under this Agreement. Vendor 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 prior to the expiration date of each of the insurance policies. The certificates of insurance and any renewals thereof shall be attached and are incorporated by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in Block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation of the policy."

Add the following:

Consequential Damages. Neither Sprint nor the State shall be liable for any consequential, incidental, or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental, and indirect damages include, but or not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the other party was aware of should have been aware of the possibility of these damages.

Wireless Service Outages and Product Failures. Sprint's maximum liability for any loss or damage arising out of a wireless Service outage or wireless product failure is limited to: (1) a prorated portion of the applicable MRC based on the time period wireless Services are not available, and (2) a refund of the net purchase price of affected wireless Products.

The Limitation on Damages set forth herein shall not apply to Sprint's liability arising out of the Indemnity Agreement.

If there are no available appropriated funds for more than 30 days, Sprint may terminate this Agreement with thirty (30) days prior written notice to the State. To the extent that Sprint 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 Sprint.

INSERT THE FOLLOWING SPECIAL PROVISIONS, CONDITIONAL UPON, IF A CONFLICT EXISTS AMONG PROVISIONS, THE STATE'S GENERAL CONDITIONS STATED PREVIOUSLY HEREIN SHALL SUPERSEDE THE FOLLOWING CONTRACTOR'S STANDARD BUSINESS CUSTOMER TERMS AND CONDITIONS:

ADDITIONAL SPRINT BUSINESS TERMS & CONDITIONS

1. ORDERS AND CHARGES.

(a) Orders.

A. Rates. During the Term, for the Products and Services acquired under this Agreement. Customer will pay Sprint the rates and charges as set forth in this Agreement.

B. Issuance and Acceptance. Customer will ensure that only persons authorized by Customer will issue Orders under this Agreement, and Customer is liable for all Orders issued under this Agreement. Sprint may accept an Order by (1) signing and returning a copy of the Order to Customer; (2) delivering any of the Products or Services ordered; (3) informing Customer of the commencement of performance; or (4) returning an acknowledgment of the Order to Customer.

C. Cancellation or Rejection. Customer may cancel an Order at any time before Sprint ships the Order or begins performance, but Customer must pay any actual costs incurred by Sprint due to Customer's cancellation. Sprint may reject or cancel an Order for good cause, which shall include, but may not be limited to: Customer's negative payment history with Sprint, failure to meet Sprint's ongoing credit approval, or limited availability of the Product or Service ordered. Sprint will notify Customer of rejected or canceled Orders.

D. Customer Issued Purchase Orders. Customer issued purchase orders are binding only upon acceptance in writing by Sprint. Except in the case of a special customer arrangement form signed by both parties, the terms and conditions in any Customer-issued purchase order accepted by Sprint will have no force or effect other than to denote quantity, the Products or Services purchased or pleased, delivery destinations, requested delivery dates and any other information required by this Agreement.

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

2. EQUIPMENT AND SOFTWARE.

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

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

(c) Software License.

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

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

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

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

4. CUSTOMER RESPONSIBILITIES.

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

(b) Use of Products and Services

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

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

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

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

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

5. PRIVACY, CONFIDENTIAL INFORMATION AND DISCLOSURE.

(a) Nondisclosure. Neither party will disclose the other party's Confidential Information to any third party except as expressly permitted in this Agreement. This obligation will survive the termination of this agreement. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Sprint services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order (subject to FOIA section of this Agreement); or (F) is disclosed with the prior written consent of the Discloser.

(b) Injunction. The parties acknowledge that Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of this Agreement, the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who has breached or threatened to breach its nondisclosure obligations under this Agreement will not raise the defense of any adequate remedy at law.

(c) Customer Proprietary Network Information. As Sprint provides Products and Services to Customer, Sprint develops information about the quantity, technical configuration, type and destination of Products and Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. For example, Sprint implements safeguards that are designed to protect Customer's CPNI, including using authentication procedures when Customer contacts Sprint. For some business accounts with a dedicated Sprint representative, Sprint may replace standard authentication measures with a pre-established point of contact for Customer.

(d) Privacy. Sprint's privacy policy, as amended from time to time, is available at www.sprint.com/legal/privacy.html. The privacy policy includes information about Sprint's customer information practices and applies to the provisioning of the Products and Services.

(e) FOIA. Sprint acknowledges that the Agreement and the Confidential Information may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively "FOIA"). Customer and Sprint will make best efforts, subject to applicable law, to provide each other with prompt notice of any FOIA requests or intended disclosures, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of Confidential Information.

6. LIMITATIONS OF LIABILITY.

(a) Unauthorized Access / Hacking. Sprint is not responsible for unauthorized third party access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Sprint network transmission facilities or Customer premise equipment.

(b) Content. Sprint is not responsible or liable for the content of any information transmitted, accessed or received by Customer through Sprint's provision of the Products and Services, excluding content originating from Sprint.

(c) Sprint Disclaimers. Sprint is not responsible for any loss, liability, damage, or expense, including attorney's fees, resulting from any third party claims alleged to arise in any way from:

- A. Coverage and wireless Service quality problems caused by atmospheric, geographic or topographic conditions or other conditions beyond Sprint's control including the failure of other service providers;
- B. Interruption and unavailability of wireless Services due to coverage, capacity, Product failure or other limitations that may occur in the transmission or attempted transmission of wireless Services;
- C. Outages or wireless Service disruptions occurring as a result of a public safety emergency;
- D. The content of any information transmitted by, accessed, or received through, Sprint's provision of the Products and Services to Customer, including, but not limited to, claims: (A) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (B) for infringement of patents arising from the use of equipment, hardware or software not provided by Sprint; or (C) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
- E. Customer's breach of the licensing requirements in the Software License section;
- F. Customer's failure to comply with any provision of the use of Products and Services section; or
- G. Sprint's failure to pay any tax based on Customer's claim of a legitimate exemption under applicable law.

7. INDEMNIFICATION.

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

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

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

8. SPRINT RIGHT TO TERMINATE.

A. Sprint may suspend or terminate Products or Services or this Agreement immediately if: (1) Customer fails to cure its default of payment terms of this Agreement; (2) Customer fails to cure any material breach of this Agreement within 30 days after receiving Sprint's written notice of such breach; (3) Customer provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Services; (4) Customer fails to comply with applicable law or regulation

and Customer's noncompliance prevents Sprint's performance under the Agreement; (5) Customer fails to comply with the resell restrictions and prohibitions contained in this Agreement.

B. If Sprint terminates this Agreement under this "Sprint Right to Terminate" or Termination section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date.

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

10. DEFINITIONS.

(a) "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights.

(b) "Commencement Date" is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges.

(c) "Confidential Information" means nonpublic information (A) about Discloser's business, (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with this Agreement or discussions, negotiations or proposals related to any contemplated business relationships between parties, and (C) that Recipient knows or reasonably should know is confidential because of its legends and markings, the circumstances of its disclosure, or the nature of the information. Confidential Information includes but is not limited to: trade secrets; financial information; technical information including research, development, procedures, algorithms, data, designs, and know-how; business information including operations, planning, marketing plans, and products; and the pricing and terms of the Agreement including related discussions, negotiations, and proposals.

(d) "Discloser" means the party disclosing Confidential Information.

(e) "Domestic" means the 50 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Product specific Terms.

(f) "Effective Date" is the date of Governor and Executive Council approval of this Agreement

(g) "Order" or "Purchase Order" means a written or electronic order, or purchase order, submitted or confirmed by Customer and accepted by Sprint, which identifies specific Products and Services, and the quantity ordered. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or use, of Products or Services.

(h) "Order Term" means the term designated for an individual Order.

(i) "Product(s)" includes equipment, devices, hardware, software, cabling or other materials sold or leased to Customer by or through Sprint as a separate item from, or bundled with, a Service.

(j) "Product-specific Terms" means to separate descriptions, terms and conditions for certain non-regulated Products and Services. Product-specific Terms are incorporated into this Agreement as the Effective Date. Product-specific Terms are not otherwise subject to change during the Term.

(k) "Recipient" means the party receiving Confidential Information.

(l) "Service(s)" means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through Sprint under this Agreement, excluding Products.

(m) "Sprint Wireless Recycling Program" - provides two options for recycling used wireless devices, including accessories: (1) the Sprint buyback program provides Sprint customers with an account credit for returning to Sprint certain previously sold Sprint wireless devices, and (2) the Sprint project connect program accepts any wireless device and uses the net proceeds that result from those devices to fund community based initiatives such as Sprint's 4NetSafety Program. The 4NetSafety Program promotes Internet safety for children. For more information on the Sprint Wireless Recycling Program, including wireless devices eligible for the Sprint buyback program, go to Sprint.com/recycle.

ADDITIONAL SPRINT PRODUCT TERMS AND CONDITIONS

- A.** Customer's use of Sprint Wireless Products or Services is also governed by the Wireless Services Product Annex attached hereto under Attachment 1.
- B.** Customer's use of Sprint Machine-To-Machine Service is also governed by the Sprint Machine-to-Machine Services Product attached hereto under Attachment 1.

EXHIBIT D

RFB #1812-16 is incorporated here within.

Contractor Initials KLH
Date 9/2

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. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on August 12, 2002. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of August, A.D. 2016

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

William M. Gardner
Secretary of State

SPRINT SOLUTIONS, INC.

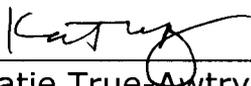
Assistant Secretary's Certificate

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, 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 2nd day of September, 2016.

(Corporate Seal)



Katie True-Awtry
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

4/1/2017

DATE (MM/DD/YYYY)
3/21/2016

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: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">PHONE (A/C, No, Ext):</td> <td style="width: 30%;">FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>	PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:	
PHONE (A/C, No, Ext):	FAX (A/C, No):				
E-MAIL ADDRESS:					
INSURED 14971 SPRINT SOLUTIONS, INC. 6480 SPRINT PARKWAY OVERLAND PARK KS 66251	INSURER(S) AFFORDING COVERAGE				
	INSURER A : Continental Casualty Company				
	INSURER B : American Casualty Company of Reading, PA				
	INSURER C : Transportation Insurance Company				
	INSURER D : Starr Indemnity & Liability Company				
	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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR CONTRACTUAL LIAB. <input checked="" type="checkbox"/> *TENANTS LEGAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GL5082521363	4/1/2014	4/1/2017	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 - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY AUTOS ONLY	N	N	BUA5082521329	4/1/2014	4/1/2017	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 checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	1000040033161	4/1/2016	4/1/2017	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? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5082521282(RETRO) WC5082521296(DEDUCTIBLE) WC5082521279 (CA) SGL5082521315 (STOP GAP)	4/1/2016 4/1/2016 4/1/2016 4/1/2016	4/1/2017 4/1/2017 4/1/2017 4/1/2017	<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.

12194285

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

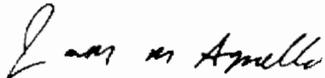
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE HOLDER

CANCELLATION See Attachment

ACORD 25 (2016/03)


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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.