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

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

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

March 20, 2018

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

REQUESTED ACTION

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

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

EXPLANATION

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

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C. Arlinghaus".

Charles M. Arlinghaus
Commissioner



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

Denis Goulet
Commissioner

February 27, 2018

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

Dear Commissioner Arlinghaus,

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

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

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

Sincerely,

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

Denis Goulet

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

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

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

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

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

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

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

Sprint Public Sector All In Smartphone – Red Plus Hotspot

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

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

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

² Data roaming is subject to the data roaming sections of the wireless services product annex.

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

A. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used,

Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

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

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

Sprint Public Sector All In Smartphone – Blue Plus Hotspot

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

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

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

²Data roaming is subject to the data roaming sections of the wireless services product annex.

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

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

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

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

Sprint Unlimited Series 65 – Plus Hotspot

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

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

¹ Price plan is only applicable for select devices including Samsung Galaxy J3, and other comparable devices to be agreed upon by the parties.

²Unlimited use available while on the Sprint network. Sprint reserves the right to modify, throttle or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 5GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

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

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

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

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

Sprint Public Sector All In Smartphone – Yellow Plus Hotspot

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

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

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

² Data roaming is subject to the data roaming sections of the wireless services product annex.

³ Price plan is only applicable for select devices including iPhone SE, and other comparable devices to be agreed upon by the parties.

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

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

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

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

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

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

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

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

3G/4G Connection Plan Charges

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

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

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

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

- A. The 3G/4G Connection Card Plan includes unlimited data usage on the Sprint 4G Network, the Sprint 3G Network and the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- B. Roaming is not available on the Sprint 4G Network at this time.
- C. Premium Services content is not available with this Business Plan.
- D. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services

Contractor Initials: *KK*
 Date: *3/4/18*

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

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

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

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

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

Sprint Data Access Plans for Business for Third Party M2M Devices – Connectivity – Fleet Vehicle Tracking, Wireless Sensors, Game Cameras, etc.			
Plan Size	1MB	10MB	1GB
MRC	\$1.50¹	\$3.00¹	\$13.00¹
Overage per KB	\$0.003	\$0.003	\$0.0003
Data Roaming limitation	1 MB	5 MB	100 MB
Overage charge for additional data Roaming usage	\$1/MB	\$1/MB	\$0.25/MB
Data Pooling	Included	Included	Included

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

3) Additional Terms

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

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

Unlimited for Acceptable Use Tablet Plan – Subsidized Tablets Only

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

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

² The data Services overage charges set forth in the table above apply only to tablets compatible with the Sprint 4G LTE Network. The data Services overage charges for all other tablets will be \$0.05 per MB.

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

⁴ Customer will be liable for the overage charge set forth in the table above for any data usage that exceeds 300MB per month.

⁵ Unlimited use available while on the Sprint network. Sprint reserves the right to modify, throttle or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 10 GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

A. All pricing and available MBs and GBs are the same whether Corporate-Liable Active Units use the Sprint 4G Network (if included), the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data device. When the Sprint 3G Network is available and Customer uses a Sprint EVDO-compatible device with a wireless high-speed data Business Plan, Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a Business Plan for Sprint 4G Services, Active Units will first attempt to connect to the Sprint 4G Network, and then default to the Sprint 3G Network or Nationwide Sprint Network depending on coverage and network availability.

B. Data usage on the Sprint 4G Network requires a 4G capable device.

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

D. Additional charges apply for messaging service.

E. A two year Minimum Service Term is required if Customer receives a wireless device discount. Wireless device discounts may not be available on all devices. Tablets compatible with the Sprint 4G LTE Network are not eligible for wireless device discounts, service credits or rebates, but may be eligible for certain promotions.

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

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

Sprint Data Access Plans for Business for Third Party M2M Devices

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

Sprint Data Access Plans for Business for Third Party M2M Devices					
Plan Size	40MB	100MB	3GB	6GB	10GB
MRC	\$5.00¹	\$8.00¹	\$28.00¹	\$40.00¹	\$55.00¹
Overage per KB	\$0.003	\$0.0003	\$0.0003	\$0.0003	\$0.0003
Data Roaming limitation	25 MB	100 MB	100 MB	300 MB	300 MB
Overage charge for additional data Roaming usage	\$0.25/MB	\$0.25/MB	\$0.25/MB	\$0.25/MB	\$0.25/MB
Data Pooling	Included	Included	Included	Included	Included

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

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

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

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

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

Shareable Data Plan Allowance Per Line in Gigabytes ("GB")	Customer Line1 MRC	Net MRC after application of discount	Eligible Devices	Additional MRC per Customer Line for Subsidized Devices
1 GB	\$15	\$12.75	Feature Phone, Tablet, Mobile Broadband	\$5 for Feature Phones Not applicable for Tablet or Mobile Broadband
2 GB	\$20	\$17	Smartphone, Feature Phone, Tablet, Mobile Broadband	\$5 for Feature Phones \$25 for Smartphones Not applicable for Tablet or Mobile Broadband
4 GB	\$30	\$25.50	Smartphone, Feature Phone, Tablet, Mobile Broadband	\$5 for Feature Phones \$25 for Smartphones Not applicable for Tablet or Mobile Broadband

¹A "Customer Line" is the same as a "Corporate-Liable Active Unit," as defined in the Wireless Services Product Annex.

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

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

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

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

- A. For Actsoft Comet Tracker EZ, Actsoft Comet Asset Purchase, Actsoft Comet Fleet, Actsoft Comet Tracker, Actsoft Comet Fleet Purchase, Actsoft Comet Fleet Premium – Hardware, Actsoft Comet Fleet Platinum – Hardware, and the Actsoft HOS Application, Customer must purchase CalAmp Devices (as defined below) from Actsoft. For these Actsoft Vehicle Applications, the MRC in the table below does not include the purchase price of the CalAmp Device. Instead, Sprint will invoice Customer separately for the CalAmp Devices purchased from Actsoft for use with these Actsoft Vehicle Applications.
- B. For Actsoft Comet Asset Bundle, Comet Fleet Bundle, Comet Fleet Premium, Comet Fleet Platinum, and the Actsoft ELD + HOS Bundle, Customer must obtain CalAmp Devices from Actsoft, pursuant to the terms of an Actsoft Device End User Agreement between Customer and Actsoft. Title to the CalAmp Devices used with these Actsoft Vehicle Applications remains with Actsoft; Customer is not purchasing the CalAmp Devices used with these Applications. The MRC in the table in Section D below includes the Actsoft Comet Application and the use of a CalAmp Device.
- C. Accessories, installation, professional services, wireless data Business Plans, messaging, Managed Network Services and maintenance support are not included in the MRC for any of the Actsoft Vehicle Applications. Customer must purchase a wireless data Business Plan from Sprint for an additional charge. Customer may purchase the rest of the excluded products and services from Sprint or a Sprint-authorized provider for an additional charge.
- D. Charges

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

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

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

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

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

A. Charges

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

- * MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.
- ** The Device Activation Fee is a one-time charge that will be applied for each Trailer Device activated with the FleetLocate Trailer Solution.
- (1) Activations of the FleetLocate Trailer Solution may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Trailer Solution may not be purchased in conjunction with certain Sprint promotions or contests.

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

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

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

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

A. **Charges**

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

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

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

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

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

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

A. Charges

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

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

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

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

- B. Customer's use of the Spireon Asset Application and the FL700 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Asset Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair, and replacement of the FL700 Devices. The Spireon Terms are subject to change without prior notice to Customer.
- C. The State reserves the right to remove these services if changes are not in the best interest of the State.
- D. **Technical Support.** For technical support related to the FleetLocate Asset Solution, Customer should call Spireon at 888-546-9810.

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

A. Charges

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

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

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

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

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

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

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

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

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

A. Charges

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

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

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

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

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

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

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

A. Charges

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

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

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

- (1) Activations of the FleetLocate Advanced Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Advanced Solution may not be purchased in conjunction with certain Sprint promotions or contests.
- (2) Garmin is an optional feature that provides navigation and messaging for the FleetLocate Advanced Solution via fleet-ready personal navigation devices from Garmin Ltd. The MRC for the Garmin feature includes the service and the messaging tab in the FleetLocate Advanced Solution user interface. The Garmin personal navigation device is not included. Customer must purchase additional accessories for this feature to operate.
- (3) Power Take-Off Tracking is an optional feature that tracks when a vehicle's Power Take-Off (PTO) feature is on or off. PTO information is available to Customer via alerting, reporting, and the Spireon portal. The MRC for the PTO Tracking feature includes standard installation, which requires a 12-volt connection inside the cab of the vehicle. Customer must purchase additional accessories for this feature to operate.
- (4) Spireon's Driver ID solution plugs directly into the FleetLocate GPS tracking device and, through key fobs assigned to each driver, allows Customer to identify individuals to keep better track of each driver's productivity and on-road safety – no matter which vehicle they use. This optional feature can only be used with FleetLocate Advanced and FleetLocate Advanced Plus solutions. Customer must purchase additional accessories for this feature to operate.
- (5) 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.

B. Customer's use of the Spireon Advanced Fleet Application and the FL7 Devices is subject to Customer's acceptance of the Subscription Service Agreement and Terms of Purchase presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Advanced Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair and replacement of the FL7 Devices. The Spireon Terms are subject to change without prior notice to Customer.

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

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

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

A. Charges

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

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

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

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

B. Customer's use of the Spireon Advanced Plus Fleet Application and the FL7 Devices is subject to Customer's acceptance of the Subscription Service Agreement and Terms of Purchase presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Advanced Plus Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair and replacement of the FL7 Devices. The Spireon Terms are subject to change without prior notice to Customer.

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

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

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

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

A. Charges

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

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

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

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

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

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

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

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

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

A. Charges

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

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

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

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

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

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

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

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

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

SPRINT SOLUTIONS, INC.

By: *Kim Green-Kerr*

Kimberly Green-Kerr
(Print Name)

Title: Sr. Vice President, Business Solutions

Date: 3/6/18

NOTARY PUBLIC/JUSTICE OF THE PEACE

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

Kimberly Green-Kerr

And acknowledge that he executed this
document indicated above.

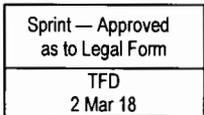
In witness thereof, I hereunto set my hand
and official seal.

Annette Marie Bisbee

(Notary Public/Justice of the Peace)

My commission expires:

07/31/2020
(Date)



STATE OF NEW HAMPSHIRE

By: *Charles M. Arlinghaus*

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 4.3.18

OFFICE OF THE ATTORNEY GENERAL

By: *John J. Conforti*

John J. Conforti
(Print Name)

Title: Assistant Attorney General

Date: 4/4/18

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

Signed: _____

(Print Name)

Title: _____

Contractor Initials: KG
Date: 3/6/18

State of New Hampshire

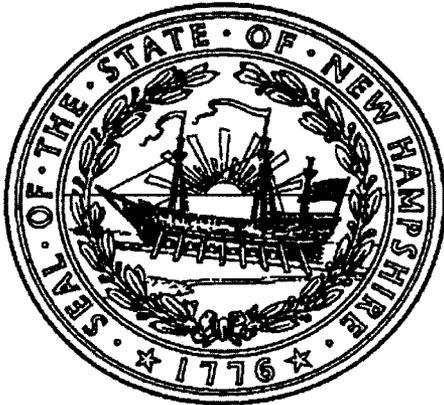
Department of State

CERTIFICATE

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

Business ID: 413339

Certificate Number : 0004037831



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

Business Information

Business Details

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

Principal Purpose

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

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name:	CORPORATION SERVICE COMPANY
Registered Office Address:	10 Ferry Street S313, Concord, NH, 03301, USA
Registered Mailing Address:	Not Available

STATE OF NEW HAMPSHIRE

Fee for Form 40-A: \$50.00
Filing fee: \$35.00
Total fees \$85.00

Form No. 40
RSA 293-A:15.03

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

FILED

AUG 12 2002

APPLICATION FOR CERTIFICATE OF AUTHORITY
FOR PROFIT FOREIGN CORPORATION

WILLIAM M. GARDNER
NEW HAMPSHIRE
SECRETARY OF STATE

TO THE SECRETARY OF STATE OF THE STATE OF NEW HAMPSHIRE

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

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

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

THIRD: It is incorporated under the laws of _____ Delaware

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

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

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

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

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

(Note 3)

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

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

Dated August 6, 2002

Sprint Solutions, Inc. _____ (Note 4)
By *Daniel E. Doherty* _____ (Note 5)
Signature of its Secretary
Daniel E. Doherty _____
Print or type name

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

FORM 40-A

ADDENDUM TO APPLICATION FOR CERTIFICATE OF AUTHORITY FOR
PROFIT FOREIGN CORPORATION

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

Sprint Solutions, Inc.
FOREIGN FOR PROFIT CORPORATION NAME: _____
BUSINESS ADDRESS: 6200 Sprint Parkway, Overland Park, KS 66251
CONTACT PERSON: Johanna Dickman TELEPHONE NUMBER: (913) 794 1637
CONTACT PERSON ADDRESS (IF DIFFERENT): 6200 Sprint Parkway
Overland Park, KS 66251

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

CHECK EITHER ITEM 1 OR 2 BELOW

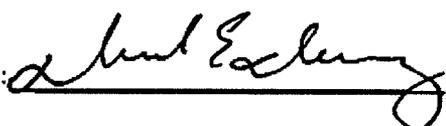
- 1) If the corporation WILL NOT offer or sell securities in New Hampshire, check this line: _____
- 2) If the corporation WILL offer its securities for sale in the State of New Hampshire and its securities are or will be registered or exempt from registration requirements under the Act, check this line: _____

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

COMPLETE THIS CERTIFICATION - ORIGINAL MUST BE FILED

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

Name (print): Daniel E. Doherty
Secretary

Signature: 

Date: August 6, 2002

State of New Hampshire

Department of State

Corporation Division

Concord Tel. 603-271-3244



Location: State House Annex - 3rd floor

Mailing address: State House, Room 204

107 North Main Street

Concord, N.H. 03301-4989

HELP LINE TDD ACCESS RELAY N.H. 1-800-735-2964

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

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

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

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

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

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

SEE REVERSE SIDE FOR INFORMATION REGARDING BUSINESS TAXES.

SPRINT SOLUTIONS, INC.

DIRECTORS

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

OFFICERS

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

Address for all Officers and Directors:

6200 Sprint Parkway
Overland Park, KS 66251

Delaware

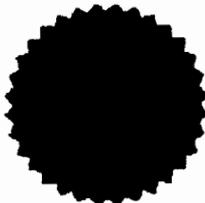
PAGE 1

The First State

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

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

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



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3551103 8300

AUTHENTICATION: 1919193

020494611

DATE: 08-02-02

SPRINT SOLUTIONS, INC.

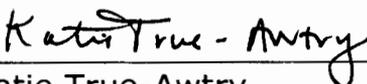
Assistant Secretary's Certificate

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

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

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

(Corporate Seal)



Katie True-Awtry
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

4/1/2019

DATE (MM/DD/YYYY)

3/13/2018

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

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

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

COVERAGES SPRCO03 **CERTIFICATE NUMBER:** 12194285 **REVISION NUMBER:** XXXXXXXX

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

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

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

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



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
 Bureau of Purchase and Property
 Bid # 1812-16
 DATE: 2/12/16 @ 2:00 PM
 Wireless Cellular & Data Services
 Statewide Contract

Packages	AT&T			Sprint			US Cellular			Verizon		
	Free Minute Plan			Free Minute Plan			Free Minute Plan			Free Minute Plan		
	100 Voice Minute Plan A	200 Voice Minute Plan B	Unlimited Minute Plan C	100 Voice Minute Plan A	200 Voice Minute Plan B	Unlimited Minute Plan C	100 Voice Minute Plan A	200 Voice Minute Plan B	Unlimited Minute Plan C	100 Voice Minute Plan A	200 Voice Minute Plan B	Unlimited Minute Plan C
SECTION A: Basic Voice - No Text or Data												
Free incoming calls												
Free mobile to mobile (same carrier)												
Cost	\$18.00	\$20.39	\$39.99	\$14.99	\$17.99	\$19.99	\$25.00	\$30.00	\$28.00	\$24.00	\$27.99	\$54.99
Qty for Award Purposes	400	100	50	400	100	50	400	100	50	400	100	50
Qty x Cost	\$7,200.00	\$2,039.00	\$1,999.50	\$5,996.00	\$1,799.00	\$999.50	\$14,000.00	\$3,000.00	\$1,400.00	\$14,000.00	\$2,799.00	\$15,148.50
SECTION B: Basic Voice - Including Text and Data												
Free incoming calls												
Free mobile to mobile (same carrier)												
Free unlimited incoming text, Pix and video messages												
Cost	\$18.00	\$20.39	\$39.99	\$15.99	\$18.99	\$20.99	\$25.00	\$30.00	\$28.00	\$24.00	\$27.99	\$54.99
Qty for Award Purposes	400	500	250	400	500	250	400	500	250	400	500	250
Qty x Cost	\$7,200.00	\$10,195.00	\$9,997.50	\$6,396.00	\$9,495.00	\$5,247.50	\$10,000.00	\$15,000.00	\$7,000.00	\$9,600.00	\$13,995.00	\$37,342.50
SECTION C: SmartPhone												
Free incoming calls												
Free mobile to mobile (same carrier)												
Free unlimited incoming text, Pix and video messages												
Wireless Hotspot capability for no additional charge												
Cost	\$50.99	\$54.99	\$59.99	\$47.00	\$51.00	\$63.00	\$42.00	\$52.00	\$65.00	\$45.00	\$45.00	\$85.00
Qty for Award Purposes	50	300	200	50	300	200	50	300	200	50	300	200
Qty x Cost	\$2,549.50	\$16,497.00	\$11,998.00	\$2,350.00	\$15,300.00	\$12,600.00	\$2,100.00	\$15,600.00	\$13,000.00	\$4,750.00	\$25,500.00	\$39,750.00



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 long horizontal 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, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace Notary Public-Notary Seal State of Kansas / Commission Expires <u>10/29/2016</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:		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: _____			
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.

Contractor Initials KGK
Date 9/2/11

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.

Contractor Initials KC-6
Date 9/2

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. 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. Restricted Uses. Sprint Data Access Plans for Business for</p>	\$47.50 NET

		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").	
Other Voice Plans:			
Sprint Government Choice Value Plan	SP	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/Min. 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	\$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. 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>	
<p>SPRINT FLAT RATE BUSINESS PLAN</p>	<p>TCT</p>	<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>	<p>\$9 NET</p>

		<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	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.	\$17.95 NET
SPIREON FLEETLOCATE FLEET MANAGEMENT STANDARD SOLUTION - UNBUNDLED DATA	SP, MSD	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	\$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

		<p>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 - offers all of the same functionalities of Actsoft Comet Fleet and includes the use of a CalAmp Device.</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 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</p>	<p>\$21 NET</p>

		<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. Bulked 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.

GOVERNMENT WIRELESS SERVICES PRODUCT ANNEX

The following terms and conditions, together with the applicable Sprint service agreement ("Agreement"), govern Sprint's provision and Customer's use of wireless Products and Services. Except where noted in this Wireless Services Product Annex ("Annex") or the Agreement, terms and conditions of this Annex apply to wireless Products and Services offered on the Sprint Networks and the Sprint 4G Network. Capitalized terms are defined in the Definitions section at the end of this Annex if not otherwise defined in the Agreement.

1. BUSINESS PLAN FEATURES AND OPTIONS.

1.1 Wireless Voice Features.

- A. **General.** Wireless voice Services are provided on the Sprint Networks. Wireless voice service areas and international coverage areas may change and are accessible through www.sprint.com or by contacting Customer's Sprint Account Representative. Wireless voice Services are not available on the Sprint 4G Network.
- B. **Shared Minutes.** Customer must have a minimum of 2 Customer Lines in a Shared Minute group. All Customer Lines using the Shared Minutes option must subscribe to a Business Plan with Anytime Minutes. Data-only Business Plans are not eligible for the Shared Minutes option. After a Customer Line in a Shared Minute group has exhausted all Anytime Minutes in its Business Plan, the Customer Line's additional airtime minutes are billed at the overage rate defined in the associated Business Plan. Eligible Business Plans are available by contacting Customer's Sprint Account Representative.
- C. **Sprint® Mobile-to-Mobile.** "Sprint Mobile-to-Mobile" means voice calls from one Active Unit on the Nationwide Sprint Network to another Active Unit on the Nationwide Sprint Network. With this feature, Customer may use an unlimited number of minutes each month to make or receive calls on the Nationwide Sprint Network between Sprint phones. Sprint Mobile-to-Mobile calling does not apply to calls to check voicemail, to obtain directory assistance, or placed through indirect calling methods, and is not available when Roaming.
- D. **Additional Lines for Pooling.** The Additional Lines for Pooling feature allows Customer to activate a Customer Line on a Business Plan with Anytime Minutes and add up to 5 additional Customer Lines to that Business Plan. The Additional Lines for Pooling option is not available with all voice Business Plans. Eligible Business Plans are available by contacting Customer's Sprint Account Representative.
- E. **Pooled Anytime Minutes.** Business Plans with pooled Anytime Minutes only pool voice minutes of use for Customer Lines on the same billing account. Pooled Anytime Minutes from one Business Plan may not pool with Anytime Minutes from a different Business Plan.

- 1.2 **Wireless Data Features.** Sprint provides wireless data solutions and Services over the Sprint Networks and the Sprint 4G Network in certain coverage areas. Coverage areas may change and are accessible through www.sprint.com/coverage or by contacting Customer's Sprint Account Representative. When the Sprint 3G Network is available and Customer uses a Sprint EVDO-compatible device with a wireless high-speed data Business Plan, Customer Lines 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, Customer Lines will first attempt to connect to the Sprint 4G Network, and then default to the Sprint 3G Network or Nationwide Sprint Network depending on coverage and network availability. Access to the Sprint 3G Network or the Sprint 4G Network may require installation of separate software depending on the Product. Wireless high-speed data throughput rates may vary depending on Customer's location at the time of use and other factors.

1.3 Sprint® Direct Connect® Features.

- A. **General.** Sprint Direct Connect transmissions occur only between Sprint Direct Connect Devices. Sprint Direct Connect transmissions do not work simultaneously with a voice call from the same Product. Sprint Direct Connect service areas and international coverage areas may change and are accessible through www.sprint.com or by contacting Customer's Sprint Account Representative. Sprint Direct Connect Services are not available on the Sprint 4G Network.
- B. **Direct Connect®.** All Sprint Direct Connect Devices are capable of making nationwide Direct Connect transmissions.
- C. **Group Connect®.** Group Connect service requires a group-capable device in order to initiate and receive Group Connect transmissions. A subscriber with a group-capable phone may create a group with any participant, but only those subscribers with group-capable phones will be pulled into the Group Connect transmission. Group Connect is limited to 21 total participants (including the originator). Each group must consist entirely of Sprint Direct Connect Devices.

- D. **International Direct ConnectSM.** International Direct Connect is available for Sprint Direct Connect Devices subscribed to Direct Connect service. International Direct Connect service for Sprint Direct Connect Devices includes the ability to place and receive Sprint Direct Connect transmissions to eligible foreign carrier push-to-talk subscribers, determined by the number dialed, while the user is located within the 48 contiguous states of the United States and Hawaii.
- E. **pdvConnect.** pdvConnect allows recorded messages to be initiated by making a phone call (or push-to-talk transmission where enabled) and sent to the recipient's e-mail address via embedded link or the recipient's mobile device via text message, including an access number. Alternatively, the recorded message and any additional information can be captured in a pdvConnect message authority where it is time-stamped and can be accessed in near real time via a secure web portal that includes a virtual dispatch console for processing, storing, transcribing, forwarding, and handling the messages, and further communicating with Customer's mobile workers as necessary.
- F. **TeamDCSM.** TeamDC allows up to 200 nationwide group members (including the group creator), all using Sprint Direct Connect Devices, to participate in a Sprint Direct Connect group transmission at the same time. The TeamDC Talker Priority feature allows the TeamDC group originator to designate priority for certain group members to interrupt other participants during the group transmission. More information on TeamDC capabilities is available by contacting Customer's Sprint Account Representative.
- G. **Call Alert.** Call Alert allows a Sprint Direct Connect user to send a repeating alert to notify another Sprint Direct Connect user that the user would like to communicate. Users of Sprint Direct Connect Devices may send one of 20 free, pre-written text messages with a Call Alert to provide more detail to the recipient of the Call Alert.
- H. **DC Permissions.** DC Permissions allow a Sprint Direct Connect user to block/allow Sprint Direct Connect transmissions from select individuals. DC Permissions also will block Group Connect transmissions if the Group Connect transmission is initiated by a blocked user. DC Permissions will not block Group Connect or TeamDC transmissions that have a blocked party in the group. DC Permissions is only available on Sprint Direct Connect Devices.
- I. **SMS Messaging.** Sprint Direct Connect users with Sprint Direct Connect Devices may be prompted to send a text or voice SMS message when a Sprint Direct Connect transmission is blocked (e.g., the other user is out of coverage, has his/her device turned off, or is using other Services). Prompted SMS Messaging is only available for Sprint Direct Connect transmissions between two Sprint Direct Connect Devices when the recipient uses a single number for voice calls and Sprint Direct Connect service. Sprint charges for these SMS messages consistent with Customer's Business Plan.

1.4 **Roaming.** Customer Lines must primarily be used for Domestic purposes within the coverage area of the Nationwide Sprint Network. As used herein, "Domestic" means use in the 50 United States, U.S. Virgin Islands and Puerto Rico. Business Plans that include Roaming ("Roaming Included Plans") are not available with single-band phones or to users who reside or whose primary use is outside an area covered by the Nationwide Sprint Network. Sprint may limit or terminate Service if a Customer Line user moves outside of the area covered by the Nationwide Sprint Network. Sprint may, without notice, deny, terminate, modify, disconnect or suspend Service to a Customer Line if Roaming in a given month exceeds: (A) voice: (i) 800 minutes or (ii) a majority of minutes; or (B) data: (i) 100 megabytes, or (ii) a majority of kilobytes, unless otherwise specified in a Business Plan. Customer Lines on "unlimited" Business Plans will be subject to these Roaming limitations. More information on Roaming limitations is available by contacting Customer's Sprint Account Representative. International calling, including in Canada, Mexico, and Guam, is not included in Roaming Included Plans. Wireless data Services and certain calling features (voicemail, caller ID, call waiting, etc.) may not be available while Roaming. Roaming areas may change and Roaming may not be available everywhere; visit www.sprint.com/coverage for details. Wireless performance while Roaming may be different than the wireless performance of the Sprint Networks or the Sprint 4G Network.

1.5 **Modification.** Sprint may modify terms and features of, or expire, a wireless Business Plan or Business Plan add-on, with written notice to Customer.

2. CHARGES, FEES AND CREDITS.

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

2.2 Usage Charges.

A. Wireless Voice Usage.

- (1) **General.** Outgoing call usage is calculated from the time Customer initiates contact with the Sprint Networks until the connection to the Sprint Networks is broken or dropped, whether or not the actual connection to the intended recipient of the call is successful. There is no call usage for outgoing voice calls that reach a busy signal, a disconnected number or that ring continuously without making connection to the Sprint Networks. Incoming call usage is calculated from the time Customer's device connects to the Sprint Networks (which is just before the device starts ringing) until the connection to the Sprint Networks is broken or dropped. There is no call usage for incoming voice calls that Customer does not answer or that enter Customer's voicemail. For each successful call, Customer will be charged a minimum of 1 minute of airtime. After the first minute, airtime charges are rounded-up to the next second or next minute, as specified in the respective Business Plan. On calls that cross time periods (e.g., Anytime Minutes versus Nights and Weekends), minutes are deducted or charged based on the call start time. Call start times will be determined based on the location of the Sprint Network equipment providing Wireless Service and not the location of Customer's device or the device's area code (if applicable).
- (2) **Long Distance/Special Services.** Customer may incur long distance charges (including international calling) or other charges for calls to 800, 866, 877, 888 and other toll-free numbers on Business Plans that do not include long distance. Customer also may incur charges for special Services such as directory assistance, operator-assisted calls or call-forwarding, depending on Customer's Business Plan.
- (3) **Mobile Termination Charges.** Sprint may impose on Customer charges or surcharges for terminating a call to other wireless carriers, such as international mobile termination charges. The amount of the charges and surcharges imposed may vary. **B. Wireless Data Usage.**
- (1) **General.** Data usage is calculated from the time Customer's device makes contact with the Sprint Networks or Sprint 4G Network until the respective network connection is broken or dropped, whether or not the transmission of data is successful. Data usage may occur on any device capable of data transmission, including handheld devices and devices attached to or embedded in computers and includes sending and receiving e-mail, browsing the Internet, accessing certain Applications, all complete, partial or interrupted uploads or downloads and re-sent data, and unsuccessful attempts to reach websites and other Applications and Services, including those resulting from dropped network connections. Data usage is calculated on a per kilobyte, megabyte or gigabyte basis (depending on the Business Plan), and is rounded up to the next whole kilobyte, megabyte or gigabyte. Rounding of data usage occurs every 2 clock hours for a continuous connection, or at the end of each separate session that is initiated and terminated within the 2 hour block, at which time Sprint deducts accumulated usage from the Business Plan and assesses overage or casual usage charges, if applicable. Rounding of data usage charges occurs at the end of each billing period and the total kilobyte charges are rounded up to the next cent. Customer's invoice will not separately identify the number of kilobytes, megabytes or gigabytes attributable to Customer's use of specific sites, sessions or Services used. When traveling within the Sprint Networks, a data session may end when moving between coverage areas and a new data session initiated, although no interruption to the actual data session will occur. When traveling between the Sprint Networks and the Sprint 4G Network, a data session will end and a new data session will be initiated. Circuit-switched, modem-to-modem data calls are treated as voice calls and use Anytime Minutes on the associated Business Plan (or are billed at casual voice rates) in lieu of using kilobytes for data usage. Circuit-switched, modem-to-modem data calls are not available on the Sprint 4G Network. Except in connection with a Sprint Mobile Hotspot add-on or a Business Plan that includes Sprint Mobile Hotspot, Customer may not use a phone as a wired or wireless modem in connection with a computer, PDA, or similar device.
- (2) **Text and Numeric Messaging.** Unless Customer has purchased a quantity of messages at a fixed MRC, Sprint will charge Customer on a per message basis for text and numeric messaging. Sprint will charge Customer the per message rate for each message that exceeds Customer's purchased quantity and for all text and numeric messages while Roaming internationally. SMS messaging is not available on the Sprint 4G Network.
- (3) **Mobile Content.** Customer may purchase mobile content on a per item or monthly basis from Sprint and third parties. Charges for mobile content will be specified at the time of access or will be available at www.sprint.com. Data usage charges also apply to, and are separate from, charges for mobile content. Customer is responsible for all content purchased for Customer Lines. Customer may block Customer Lines from, or otherwise disable them from using, mobile content. Sprint may impose a limit on Customer's use of mobile content based on Customer's credit.

C. Sprint Direct Connect Usage.

- (1) **Sprint Direct Connect Transmissions.**

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

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

D. Roaming Charges. Voice calls made while off the Nationwide Sprint Network incur separate Roaming charges in addition to minutes of usage, unless Roaming is included in Customer's Sprint Business Plan. Domestic Roaming voice rates may be set out in Customer's pricing attachment. Domestic Roaming for data is included in Sprint Business Plans. International Roaming rates for voice and data will vary and are accessible through www.sprint.com/international or by contacting Customer's Sprint Account Representative. Usage initiated near country borders may be carried by a cell site in a neighboring country and billed at that country's rates. There may be delays in invoicing Roaming charges due to the practices of the Roaming service provider.

- 2.3 **Upgrade Charges.** If Customer changes a Customer Line device to another device using Wireless Services, Sprint may charge Customer an upgrade charge per Customer Line changed.
- 2.4 **Reactivation Fee.** If Sprint terminates Service to a Customer Line as permitted under the Agreement or requested by Customer, Sprint may require payment of any outstanding account balance before Sprint reactivates Service to the affected Active Unit and Sprint may charge Customer a reactivation charge.
- 2.5 **Other Fees.** Sprint reserves the right to charge a fee for Customer-requested, non-standard account modifications, including but not limited to, phone number changes.
- 2.6 **Credits for Redialed Calls.** Sprint will provide Customer with an airtime credit of at least 1 minute for a call on a Customer Line that is: (A) placed while in an area covered by the Sprint Networks, (B) disconnected due to limitations of the Sprint Networks, and (C) redialed within 1 minute of disconnection. Customer must contact Sprint Customer Care within 24 hours of the disconnection and request credit for the call.
- 2.7 **Limitations Period.** Sprint will use commercially reasonable efforts to invoice Customer for (A) Sprint-provided wireless Products and Services, within 180 days of the end of the monthly billing period in which Sprint provides the wireless Products and Services, and (B) third party-provided wireless Products and Services, including nonDomestic wireless Services, within 180 days of the date Sprint receives an invoice from the third party provider. If Sprint fails to invoice Customer for wireless Products or Services before expiration of the applicable 180 days, Customer will not be required to pay those charges. Customer must notify Sprint in writing of any billing dispute about wireless Products or Services within 180 days of the applicable invoice date. If Customer fails to notify Sprint within such 180 days, Sprint will not be required to reimburse or credit Customer for those charges.

3. BILLING.

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

3.2 Account Changes. Customer-requested changes to Business Plans, Business Plan add-ons or Wireless Service options may not be effective until the following bill cycle. For Customer-initiated Wireless Service cancellations, including cancellation of Business Plan add-ons, Sprint will bill Customer for the entire bill cycle in which Wireless Service was cancelled; provided that, for Business Plan add-on cancellations, if the Customer cancels before the end of the first bill cycle, then Sprint will bill Customer for a minimum of one month from the effective date of the Business Plan add-on. When Customer changes Business Plans during a bill cycle, minutes and megabytes will be charged under the Business Plan in effect at the time the usage was incurred.

4. PROVISIONING AND RETURNS FOR SPRINT-PROVIDED PRODUCTS.

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

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

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

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

4.5 Sprint Wireless Recycling Program. The Sprint Wireless Recycling Program provides two options for recycling used wireless Products, including accessories: (A) the Sprint buyback program provides Sprint customers with an account credit for returning to Sprint certain previously sold Sprint wireless Products, and (B) the Sprint project connect program accepts any wireless Product and uses the net proceeds that result from those Products 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 Products eligible for the Sprint buyback program, go to Sprint.com/recycle.

5. DEVICE PROTECTION.

5.1 Phones and Connection Cards. Customer may purchase Total Equipment Protection ("TEP"), which is a bundle of insurance (Equipment Replacement Program or "ERP") and service contract (Equipment Service and Repair Program or "ESRP") that provides coverage to protect against loss, theft, physical or liquid damage or mechanical/electrical failure involving Customer's wireless phone and connection card Products. TEP may not be available for all wireless Products. If Customer purchases TEP (or ESRP separately), Sprint will waive up to two repair fees in any 12 month period for Products covered by the ESRP service contract at the time of repair or replacement at a Sprint Service Repair Center. A per claim deductible will apply for approved insurance claims. There is a limit of 3 insurance claims under ERP in any 12 month period. Insurance is administered by a third party program administrator and not by Sprint. If Customer selects TEP coverage, Sprint will charge Customer a monthly insurance premium and service contract fee per covered Customer Line, and Sprint will remit the insurance premium portion to the third party program administrator on Customer's behalf. Insurance is not subject to any discounts. Insurance claims must be submitted directly to the third party program administrator, provided that Customer's Sprint Account Representative will reasonably assist Customer in the processing of any such insurance claims. Terms of TEP coverage are available at the point of sale or in subsequent communications. If Customer does not purchase TEP coverage, Sprint reserves the right to charge a fee for repair to malfunctioning wireless Products, regardless of warranty period, and Customer may not be able to replace lost, stolen or non-repairable wireless Products without incurring costs. Customer may purchase the Equipment Service and Repair Program separately on a stand-alone basis. Customer may purchase the Equipment Replacement Program on a standalone basis only for those Customer Lines with a New York area code/prefix.

5.2 Tablets. To protect against loss, theft, physical or liquid damage, or mechanical/electrical breakdown involving Customer's eligible wireless tablets, Customer may purchase Advanced Device Insurance ("ADI"), Advanced Device Service and Support ("ADSS"), which is a service contract, or Advanced Protection Pack ("APP"), which is a combination of ADI and ADSS. APP, ADI and ADSS may not be available for all tablets, and they are not available

for Wi-Fi-only tablets. A per claim deductible of up to \$200 will apply for approved accidental damage, loss, or theft claims. Under ADI or APP, there is a limit of three claims for accidental damage, loss, or theft in any rolling 12

month period. Under ADSS or APP, there is no claim limit or deductible for mechanical or electrical breakdown claims. The APP, ADI, and ADSS programs are administered by Brightstar Device Protection, LLC ("Brightstar"), a third party administrator, and not by Sprint. If Customer selects APP, ADI, or ADSS coverage, Sprint will charge Customer the applicable monthly subscriber fee per covered tablet, and Sprint will remit the monthly subscriber fee to Brightstar on Customer's behalf. APP, ADI and ADSS are not subject to any discounts. Claims must be submitted directly to Brightstar by calling 844-225-6335 or at www.mydeviceprotection.com. The full terms and conditions of coverage are available at the point of sale, in subsequent communications, and at www.mydeviceprotection.com. If Customer does not purchase APP, ADI, or ADSS coverage, Sprint reserves the right to charge a fee for repair to malfunctioning tablets, regardless of warranty period, and Customer may not be able to replace lost, stolen or nonrepairable tablets without incurring additional costs.

5.3 Additional device protection information is available at www.sprint.com/deviceprotection.

6. WIRELESS PRODUCTS AND SERVICES POLICIES.

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

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

6.3 **Location Based Services.** If Customer downloads or accesses Location Based Services through wireless Products and Services, Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of Customer's Product(s) pursuant to the terms and policies of the Location Based Service purchased by Customer, including the Location Based Service provider's privacy policy. Customer must clearly, conspicuously and regularly notify all of its Employees using Customer Lines upon which Customer has enabled Location Based Services that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. In addition, if Customer will be using Location Based Services to track or collect the location of end users that Customer knows, or reasonably should know, are under 13 years of age, Customer will be responsible for complying with all applicable notice and consent requirements in accordance with the Children's Online Privacy Protection Act (15 U.S.C. § 6501 *et seq.*) and any other applicable laws. **CUSTOMER WILL BE RESPONSIBLE ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF CUSTOMER'S USE OF LOCATION BASED SERVICES AND CUSTOMER'S FAILURE TO NOTIFY END USERS OF CUSTOMER'S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON CUSTOMER LINES.** Location Based Services are not available on the Sprint 4G Network.

6.4 **Business Plans and Features.** Certain wireless Products require specific Business Plans for operation on the Sprint Networks or the Sprint 4G Network. Certain Business Plans, Business Plan add-ons, features and equipment discounts may not be available on all wireless Products. More information is available by contacting Customer's Sprint Account Representative.

6.5 **Product Content.** Customer's Products may contain sensitive or personal information. Sprint is not responsible for any information on Customer's Products, including sensitive or personal information. Customer should remove or otherwise safeguard any sensitive or personal information when Customer relinquishes, exchanges, returns, or recycles a Product. If Customer exchanges, returns, or recycles Products through Sprint, Customer must remove all data from Products before providing them to Sprint.

6.6 **Network Access.** Sprint may refuse activation, or block access to the Sprint Networks or the Sprint 4G Network, for wireless Products that are incompatible with the Sprint Networks or the Sprint 4G Network or for any reason that protects the interests of Sprint's customers or the Sprint Networks or the Sprint 4G Network, including, but not limited to, for wireless Products that are lost or stolen, or that have been terminated or suspended for nonpayment.

6.7 Network Management and Performance. Information on Sprint's network management tools, policies and other related information is available at www.sprint.com/networkmanagement.

7. WIRELESS SERVICE LIMITATIONS.

7.1 Telephone Numbers and Portability. Sprint may change the telephone number assigned to each Customer Line with reasonable prior notice for commercial reasons, such as fraud prevention, regulatory requirements and area code changes. Customer does not have any right of possession or title to any phone number, identification number, e-mail address or other identifier Sprint may assign to Customer's wireless Products or accounts. Customer may not modify, change or transfer any of these identifiers except as Sprint allows or as allowed for by law. Sprint will comply with any FCC-issued regulations that require Sprint to allow Customer to "port" or transfer its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on the Sprint Networks, Customer must provide information about the account with the other carrier, such as the account number, social security number or tax identification number, telephone number, 5 digit zip code and password, if applicable, and purchase or lease wireless Products from Sprint. Until the port from the previous carrier is successful, the Sprint wireless Product will only be able to call 911 and Sprint Customer Care. Once the port is completed, Customer's old device will no longer work. However, due to system limitations and issues outside Sprint's control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful. If a transfer to Sprint is not successful, Customer may return any Sprint wireless Products within the return period to receive a credit, and Customer will lose or repay to Sprint any discounts or service credits provided with a returned Sprint wireless Product or cancelled Wireless Service. If Customer transfers a number to another carrier before the end of an applicable Minimum Service Term, Customer may be subject to early termination fees.

7.2 TTY Access. TTY-capable wireless Products (also known as TDD or Text Telephone) may not function effectively when attempting 911 calls due to the limitations of the answering agency. A TTY-capable wireless Product should not be relied on for 911 calls.

7.3 Pay-Per-Call Services. Sprint will not complete calls from any wireless Product to 900, 976 and similar numbers for pay-per-call services.

7.4 International Call Blocking. Sprint will block international calling capability unless Customer expressly requests such capability for a Customer Line.

7.5 Caller ID. Caller identification information may not be available for all incoming calls.

7.6 911 or Other Emergency Calls.

A. General. For 911 calls, an emergency responder's ability to locate Customer through wireless Products and Services may be affected by various factors, including but not limited to, the type of wireless Product used, lack of a GPS-enabled device, geography or other factors such as the porting process. In some areas and depending on the equipment deployed by the local public safety answering point ("PSAP"), 911 calls may be routed to a state patrol dispatcher instead of the local PSAP. Customer should always be prepared to report precise location information to emergency responders. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. Enhanced 911 ("E911") service that is compatible with FCC technical requirements is not available in all areas due to PSAP equipment capabilities. Customer consents to Sprint's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, Customer's name, address, number, and the location of the user of the Service at the time of call.

B. Wi-Fi Calling. 911 service through Wi-Fi calling may not be available or may be limited compared to traditional 911 service due to a number of circumstances including, but not limited to, relocation of equipment, internet congestion or connection failure, loss of electrical power, delays in availability of registered location information and/or other technical problems.

C. Text-to-911. Customer should always attempt to call 911 when possible in an emergency situation. Where available, text-to-911 service may allow standard SMS text message communication with a 911 operator. Precise location information will not be automatically provided to the 911 operator with a text-to-911 message. Delivery or receipt of text-to-911 messages is not guaranteed and messages may fail, be delayed or be out of sequence. Text-to-911 is only available in certain limited areas where it has been requested and implemented by local public safety officials. The service is not available when Roaming and may be limited or unavailable by a number of circumstances, including, but not limited to: wireless network coverage, network congestion, power outages, the 911 operator's ability to receive and respond to text messages, and/or other technical limitations.

D. Call Blocking. If Customer chooses inbound call blocking, inbound call blocking will be removed for 24 hours after a Customer Line dials 911 to allow for public safety to place a call-back to Customer. Other inbound calls

will be allowed for this time period. In the event a 911 call is dropped or disconnected, public safety may not be able to place a call-back to Customer. Removing inbound call blocking requires processing time. Sprint will make a good faith effort to complete the removal of inbound blocking, and will cooperate with public safety to remove inbound call blocking upon request. Call blocking will be restored after the 24-hour period. Customer will not be notified when the block is removed or reinstated as a result of a call to 911.

7.7 Use of Sprint Wireless Data Services. For devices that allow multiple users to share one connection and subscription, the wireless performance may degrade as more users are added to the single device. Use of Sprint wireless data Services is subject to any storage, memory or other Product limitation. Network speeds (including, but not limited to, data delivery and latency rates) are estimates based on averages. Actual performance may vary, and no minimum speed is guaranteed. Wireless data Services are not currently available in certain portions of select market areas within the Sprint Networks. Customer may not be able to make or receive voice calls while using data Services. Customer acknowledges that use of certain wireless data Services, including some messaging services, may result in the disclosure to third parties of the user's email address and other information in connection with the user's Internet usage. As a result, Customer may receive advertising, warnings, alerts and other messages, including broadcast messages. Certain third party Applications may access, collect, use, or disclose Customer's personal information or require Sprint to disclose Customer's personal information to the Application provider or a designated third party. If Customer accesses, uses, or authorizes third party Applications through data Services, Customer authorizes Sprint to provide information related to Customer's use of the Services or the Application(s). Customer acknowledges that use of third party Applications is subject to the third party's terms, conditions and policies, including its privacy policy.

7.8 Prohibited Network Uses.

A. General. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited voice or data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation.

(1) Examples of Prohibited Voice Uses. Sprint wireless voice Services are provided solely for live dialogue between, and initiated by, individuals. Sprint wireless voice Services may not be used for any other purposes, including but not limited to: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals.

(2) Examples of Prohibited Data Uses. Sprint wireless data Services are intended to be used for web surfing, sending and receiving email, photographs and other similar messaging activities, and the noncontinuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; or for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user.

B. Unlimited Use Business Plans. Unless specifically stated otherwise, wireless Products on "unlimited" Business Plans are subject to the Prohibited Network Uses in this section. Other Business Plan options for these types of Applications are available by contacting Customer's Sprint Account Representative.

7.9 Compatibility of Wireless Products and Services. Wireless Products may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Service Provider Affiliate networks or in connection with Roaming agreements. Sprint phones may have a software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming. Information and eligibility requirements for obtaining the software program lock code for Customer's Sprint phones that have a software programming lock are accessible through www.sprint.com or by calling 1-888-211-4727. Sprint does not guarantee current or future compatibility of wireless Products or Services with third party products, features or Applications. Apparent compatibility or notice from Sprint of compatibility is not a Sprint endorsement of a third party product, feature or Application. Unless otherwise stated in the Agreement, Sprint may, in its sole discretion and at any time, disable or discontinue use of any third party product, feature or Application with the wireless Products or Services, and Customer may not receive a refund for any unused portion of the data content.

7.10 Sprint Service Provider Affiliate Market Limitations. Some portions of the Nationwide Sprint Network are owned and operated by Sprint Service Provider Affiliates under management agreements with Sprint. Certain Business Plans, add-ons and Products are not available or are modified in Sprint Service Provider Affiliate Markets. Notwithstanding anything to the contrary in this Attachment, Sprint reserves the right, with 30 days' prior written

notice, to (i) port any Active Unit activated in a Sprint Service Provider Affiliate Market to the Sprint Service Provider Affiliate or a successor serving that Market; or, if porting is not possible, (ii) terminate Services to such Active Units.

7.11 Sprint 4G Disclosures. Unless otherwise noted in materials related to the device, (A) a Sprint 4G WiMax Device will not operate on the Sprint 4G LTE Network and (B) a Sprint 4G LTE Device will not operate on the Sprint 4G (WiMax) Network. The Sprint 4G (WiMax) Network and the Sprint 4G LTE Network support different devices and have different coverage areas and different performance levels. For further details, contact Customer's Sprint Account Representative.

7.12 Shutdown of the Sprint 4G (WiMax) Network. Sprint will cease operating the Sprint 4G (WiMax) Network on or after November 6, 2015 ("WiMax Shutdown Date"). On the WiMax Shutdown Date, single-mode Sprint 4G WiMax Devices will cease functioning. However, dual-mode Sprint 4G WiMax Devices will continue to function on the Sprint 3G Network and tri-mode Sprint 4G WiMax Devices will continue to function on the Sprint 3G Network and the Sprint 4G LTE Network. As of the WiMax Shutdown Date, the terms and conditions of the Agreement related to the Services provided via the Sprint 4G (WiMax) Network will no longer be applicable, and any in-building solutions (formerly known as Custom Network Solutions or "CNS") utilizing the Sprint 4G (WiMax) Network will stop working.

8. NETWORK COVERAGE; LIMITATION OF LIABILITY FOR WIRELESS SERVICE PROBLEMS AND PRODUCT FAILURES.

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

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

9. DEFINITIONS.

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

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

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

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

9.5 "Customer Line" or "Corporate-Liable Active Unit" means an Active Unit (a) activated by Customer for Customer's end use, (b) enrolled in a Business Plan, and (c) for which Customer is financially responsible.

9.6 "Domestic" means the 50 states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service.

- 9.7 **"Domestic Roaming"** means Roaming on networks within the United States, Puerto Rico and U.S. Virgin Islands where Sprint has a roaming relationship with the carrier.
- 9.8 **"Employee"** means a person in the service of Customer and from whom Customer withholds FICA (Federal Insurance Contributions Act) contributions from such person's gross pay.
- 9.9 **"Employee Line"** or **"Individual-Liable Active Unit"** means an Active Unit activated by an Employee and for which the Employee is financially responsible.
- 9.10 **"Location Based Service"** means any Service or Application that uses, accesses, tracks or discloses the location of an Active Unit.
- 9.11 **"MRC"** means monthly recurring charge.
- 9.12 **"Nationwide Sprint Network"** means the Sprint-owned or controlled CDMA/1xrtt wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 9.13 **"Nights and Weekends"** means Monday through Thursday 9:00 p.m. to 7:00 a.m. and Friday 9:00 p.m. to Monday 7:00 a.m., unless either the Nights and Weekends at 6pm option or Nights and Weekends at 7pm option is selected. **"Nights and Weekends at 6pm"** means Monday through Thursday 6:00 p.m. to 7:00 a.m. and Friday 6:00 p.m. to Monday 7:00 a.m. **"Nights and Weekends at 7pm"** means Monday through Thursday 7:00 p.m. to 7:00 a.m. and Friday 7:00 p.m. to Monday 7:00 a.m.
- 9.14 **"Product(s)"** is defined in the Agreement, but for purposes of this Annex, "Product(s)" also includes, if applicable, Customer-provided wireless devices that are used on the Sprint Networks and the Sprint 4G Network.
- 9.15 **"Roaming"** means voice or data service provided on another wireless carrier's network through agreements established by Sprint.
- 9.16 **"Smartphone"** is a wireless Product designated by Sprint as a Smartphone, with an advanced operating system, that offers more advanced computing ability and connectivity than a traditional feature phone.
- 9.17 **"Sprint 3G Network"** means the Sprint-owned or controlled CDMA/EV-DO wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 9.18 **"Sprint 4G LTE Device"** means a wireless Product that is capable of operating on the Sprint 4G LTE Network.
- 9.19 **"Sprint 4G LTE Network"** means a wireless network based on the standards for LTE developed by the 3rd Generation Partnership Project (3GPP), or successor technologies, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.
- 9.20 **"Sprint 4G Network"** means a wideband OFDM technology that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners. References to the "Sprint 4G Network" include the Sprint 4G LTE Network, the Sprint 4G (WiMax) Network and/or successor networks, as applicable.
- 9.21 **"Sprint 4G Services"** means functionality provided by Sprint that either provides data transport on the Sprint 4G Network or allows for the use of Applications related to the Sprint 4G Network.
- 9.22 **"Sprint 4G WiMax Device"** means a wireless Product that is capable of operating on the Sprint 4G (WiMax) Network.
- 9.23 **"Sprint 4G (WiMax) Network"** means a wireless network based on the 802.16 series of standards developed by the IEEE 802 LAN/MAN Standards Committee, or successor technologies, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.
- 9.24 **"Sprint Direct Connect Device"** means a Product that uses the Sprint 3G Network for Sprint Direct Connect service.
- 9.25 **"Sprint Networks"** includes the Nationwide Sprint Network and the Sprint 3G Network.
- 9.26 **"Sprint Service Provider Affiliate"** means an entity that has entered into an arrangement with Sprint to construct wireless network coverage, perform operational functions in defined geographic areas, and provide mobile wireless telecommunications products and services under the "Sprint" service marks or any other service marks subsequently used by Sprint. **"Sprint Service Provider Affiliate Market"** means the regions of the United States covered by Sprint Service Provider Affiliates.
- 9.27 **"Sprint Services"** means wireless Services provided by Sprint and authorized Sprint Service Provider Affiliates on the Sprint Networks using CDMA technology.
- 9.28 **"Wireless Services"** includes Sprint Services and Sprint 4G Services.

SPRINT MACHINE-TO-MACHINE SERVICES PRODUCT ANNEX

The following product-specific terms and conditions in this Sprint Machine-to-Machine Services Product Annex ("**Annex**"), together with the applicable service agreement for Sprint Machine-to-Machine Services ("**Agreement**"), govern Sprint's provision and Customer's use of Sprint Machine-to-Machine Services ("**M2M**"). Capitalized terms are defined in section 9 ("**Definitions**") of this Annex if not otherwise defined in the Agreement or the Wireless Services Product Annex.

1. SALE OF M2M SERVICES

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

1.2. [Intentionally Omitted].

2. SCOPE OF SERVICE

2.1. Limitation on Scope of M2M Service.

A. **General.** Customer agrees that (i) M2M Services are available to M2M Devices only within the operating range of the Sprint M2M Networks or, if applicable, an International M2M Network; and (ii) M2M Services may be temporarily refused, interrupted, curtailed, or otherwise limited because of transmission limitations caused by any factor, including atmospheric, environmental, or topographical conditions; concentrated usage or capacity constraints; Facilities limitations or constraints; Facilities changes, modifications, updates, relocations, repairs, maintenance, or other similar activities necessary for the proper or improved operation of the Facilities; or failure by third-party suppliers. Sprint is not liable for any claims or damages related to or arising out of or in connection with (x) any coverage gap, or (y) any M2M Service refusal, interruption, curtailment, or other limitation provided above.

B. **Data Services.** Sprint is not a publisher of third party content that can be accessed through M2M Services. Sprint is not responsible for any content, including information, opinions, advice, statements, or services that are provided by third parties and accessible through M2M Services or any damages resulting therefrom. Sprint does not guarantee the accuracy, completeness, or usefulness of information that is obtained through the M2M Services. Sprint makes no representations or warranties regarding the provider, scope or nature of the content, or services that will be available through M2M Services.

2.2. **Coverage Maps.** The operating ranges of the Nationwide Sprint Network, Sprint 3G Network and Sprint 4G Network are depicted on the coverage maps available at www.sprint.com. Network coverage maps are good faith approximations of outdoor coverage; actual coverage area may vary and Sprint does not guaranty the accuracy of the maps. Sprint is not liable for any claim or damage related to or arising out of or in connection with any map information, including the accuracy thereof. International M2M Network coverage information is available by contacting Customer's Sprint Account Representative.

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

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

2.5. **International M2M Networks.** The International M2M Networks support wireless data and SMS Services, but do not support voice Services.

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

4. M2M DEVICES

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

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

in this section 4.2, Customer will immediately terminate the service to such device. If Sprint becomes aware that any device used by an Employee or an End User does not comply with the standards set forth in this section, Sprint may immediately suspend or terminate the M2M Services used by such device.

- 4.3. **No Sprint Responsibility for Customer Devices.** Sprint is not responsible for the operation, testing, maintenance, transportation, handling, transfer, loading, or unloading of any M2M Devices. Customer will procure and maintain throughout the Term, adequate and appropriate insurance to insure the M2M Devices while they are in transit to or from Sprint or in Sprint's possession. Sprint is not required to make any changes, modifications, or additions to its equipment, operations, or Facilities to accommodate Customer or the M2M Devices.
- 4.4. **Provision of ESN.** Before Customer makes M2M Devices available for use with the M2M Services, Customer will provide to Sprint the ESN for each M2M Device.
- 4.5. **SIM Cards.** For M2M Devices operating on an International M2M Network, Customer must obtain a compatible SIM Card from a Sprint-authorized third party.
 - A. SIM Cards may only be used for M2M Services provided as part of a Bundled Service and may not be used or sold as a "GSM Gateway" device or a data-only service. Sprint may suspend or deactivate any SIM Card that is not part of a Bundled Service.
 - B. Customer may not deploy the SIM Cards within specific Geographic Regions, utilize applications to allow the M2M Device to alter steering, direct the M2M Device to a specific carrier or otherwise attempt to utilize service providers in a manner other than as directed by Sprint.

5. CUSTOMER'S RESPONSIBILITY AND LIABILITY

- 5.1. **Trouble Reporting.** Customer will report any trouble with respect to the M2M Services to Sprint only upon reasonable verification that the trouble is due directly to issues with the M2M Services and not to elements or conditions within the reasonable control of Customer.
- 5.2. **Fraud.** Customer will promptly notify Sprint Customer Care of any suspected fraudulent use of wireless Products or Services. Also, Customer will promptly notify Sprint Customer Care if an M2M Device is lost or stolen. Customer is responsible for all costs and procedures associated with fraudulent use of M2M Devices, M2M Services, such as subscription fraud, usage on lost or stolen M2M Devices that Customer fails to deactivate, cloning or network fraud, or fraud occurring in connection with Customer's agents, Employees, or representatives, such as Employee-related theft. Replication or cloning of physical access devices or electronic identifiers to enable multiple sessions is prohibited. At any time for fraud management, Sprint can suspend or vary the M2M Services immediately and without prior notice. In the case of suspected fraud, Sprint will attempt to contact Customer before interrupting M2M Services. Customer will cooperate with Sprint in the investigation and resolution of the incident.
- 5.3. **Interference.** Customer's agents, Employees, and representatives may not interfere with the Facilities, the Sprint M2M Networks, an International M2M Network, or the M2M Services in a way as to impair the quality of service provided by Sprint to its customers, and Customer will be liable for any interference caused by End Users. Notwithstanding this prohibition, upon discovery of interference by either Sprint or Customer, the party discovering the interference will promptly notify the other party, and Customer will promptly order the agent, Employee, representative, or End User to cease the act(s) constituting the interference. Sprint, concurrent with notice to Customer, may suspend or terminate the M2M Services to Customer or the End User and require Customer to take appropriate action to eliminate the use or interference by Customer, the agent, Employee, representative, or End User.
- 5.4. **Responsibility for Customer's Vendors/Contractors.** Customer may request that Sprint work with one or more of Customer's vendors or contractors in order for Sprint to help facilitate Customer's provisioning of the M2M Services, and if Sprint works with such vendor or contractor, in all such cases Customer is responsible for the actions of such vendors or contractors.
- 5.5. **Data Protection and Privacy.**
 - A. **Compliance with Law.** Customer is responsible for complying with all applicable data protection and privacy laws and regulations with respect to any personal data of an Employee or End User that Customer may process in connection with the use of an M2M Device or M2M Service. Sprint does not represent or warrant, and nothing in this Annex or the Agreement will be construed to mean, that any Sprint Products, Services or notices that Sprint requests Customer to provide to Employees or End Users, will put or keep Customer in compliance with any laws, rules, or regulations.
 - B. **Location Based Services.** To the extent an M2M Device involves a Location Based Service, Customer must ensure that each Employee and End User using such device is properly notified in accordance with the CTIA Best Practices and Guidelines for Location-Based Services, which can currently be found at http://files.ctia.org/pdf/CTIA_LBS_Best_Practices_Adopted_03_10.pdf. In addition, for International M2M Services, Customer must provide any applicable notification and comply with all regulatory rules or requirements, statutes or obligations applicable to Location Based Services in the jurisdiction where the International M2M Services are provided.

- C. **Use Information.** Customer (i) is fully responsible for any unauthorized collection, disclosure, disposal or use of, or access to, personal data in Customer's possession or under Customer's control that relates to an Employee's or End User's use of the M2M Device including, without limitation, location information; (ii) will implement administrative, physical, and technical safeguards to protect the same; (iii) will maintain an up-to-date privacy policy that fully explains (a) what information it collects about its Employees and End Users, (b) how it uses that information, (c) how it secures that information, and (d) to whom it discloses that information; and (iv) will comply with all applicable laws, including without limitation data security, privacy, marketing, and consumer protection laws as applicable within the United States, as well as with applicable data protection and privacy laws and regulations with respect to any personal data that Customer may process with respect to an Employee or End User.
- 5.6. **Export Laws.** Customer will comply with all relevant export control laws, orders, regulations and restrictions including, but not limited to, those imposed by the United States of America, the United Nations, or the European Union.
- 5.7. **[Intentionally Omitted].**
- 5.8 **[Intentionally Omitted].**
6. **MODIFICATIONS.** Sprint may, in its reasonable discretion, change or update the Facilities or Sprint's operations, equipment, software, procedures, or services. Sprint will not be liable if those modifications, changes, or updates require changes to, updates of, or modifications of M2M Device, other devices, or other products, accessories, systems, or procedures.
7. **[Intentionally Omitted].**
8. **EARLY TERMINATION BY SPRINT.** If Sprint ceases to be permitted by a governmental authority to provide M2M Services and such event would materially impact Sprint's ability to provide M2M Services to Customer, Sprint may terminate the affected M2M Services without any liability by giving Customer at least 30 days' prior written notice.
9. **DEFINITIONS**
- 9.1. **[Intentionally Omitted.]**
- 9.2. **"End User"** means Customer or any authorized employee of Customer using the M2M Service on a M2M Device that is a Corporate-Liable Unit under Customer's Corp. ID.
- 9.3. **"ESN"** means the electronic serial number for each M2M Device in a form satisfactory to Sprint.
- 9.4. **"Facilities"** means the telecommunications switching equipment, cell site transceiver equipment, connecting circuits, software, third party networks, and other equipment installed, maintained, expanded, modified, or replaced by Sprint to provide M2M Services.
- 9.5. **"Geographic Region"** means the regional locations, if any, identified in the applicable pricing attachment for International M2M Services.
- 9.6. **"International M2M Network"** consists of third party carrier networks that support GSM-based network technologies such as EDGE, GPRS, HSPA and HSPA+ and that are utilized by Sprint to provide M2M Services outside of the United States via one or more SIM Cards. Network technologies are provided at the third party carrier's sole discretion and may change from time to time. Sprint will use commercially reasonable efforts to provide advance notice to Customer of any material changes to the supported network technologies.
- 9.7. **"International M2M Services"** means M2M Services provided over an International M2M Network using SIM Cards.
- 9.8. **"M2M Device"** means a Corporate-Liable Active Unit device that (a) operates on the Sprint M2M Network or an International M2M Network; (b) has been approved and certified by Sprint for use with M2M Services provided on the Sprint M2M Network, or a device that meets the required European Telecommunications Standards Institute (ETSI) standards for GSM network compatibility and supports the correct frequency bands for M2M Services provided on an International M2M Network; and (c) (i) Employees use with M2M Services, or (ii) has been integrated, by Customer, for use with the M2M Services in a manner that has been approved by Sprint.
- 9.9. **"M2M Services"** means the data and SMS services that operate on a Sprint M2M Network or an International M2M Network and that allow machines to transport data to other machines in a predetermined process provided to Customer by Sprint as described in the Agreement.
- 9.10. **"SIM Card"** means the card or chipset provided by a Sprint-authorized third party for the M2M Services to interoperate with International M2M Networks, in accordance with this Annex and the Agreement.
- 9.11. **"Sprint M2M Networks"** consists of (a) the Nationwide Sprint Network, Sprint 3G Network and/or Sprint 4G LTE Network used by Sprint to provide the M2M Services in the United States, and (b) third party carrier networks in Canada and Mexico that support CDMA-based network technologies and that are utilized by Sprint to provide M2M Services via roaming.