



Sprint Response to State of West Virginia Request for Quotation

CPhone11 Statewide Contract Integrated Cellular Communications

October 1st, 2011

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CHASING DIVISION
STATE OF W. V.

Original





6200 Sprint Parkway
Overland Park, KS 66251

October 13, 2011

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

Dear State Officials:

Sprint is pleased for the opportunity to respond to the State of West Virginia (the State) RFQ for Statewide Contract Integrated Cellular Communications No. CPHONE11. Sprint understands the State's need for innovative and customizable technologies to meet your requirements for dependable voice/data access, seamless and wireless connectivity and our capacity to provide a complete solution. Sprint's response provides convincing information and pricing that demonstrates our strong desire to earn your business by offering pricing and solutions that supports the objectives of the State. Our goal is to align with your initiatives and business objectives and deliver solutions to help you achieve them.

Our innovative wireless solutions help public sector agencies to increase flexibility, collaboration and productivity for government agencies and to provide economic and social growth potential for their communities.

- ◆ **State and Local Government Agencies** – Improve public services and fiscal accountability with accurate mobile data capture by utilizing the latest mobile technology to maintain local infrastructure for constituents while balancing budgets
- ◆ **Continuity of Government** - Utilize the latest in mobile technology to resume business after a disruptive event
- ◆ **Law Enforcement/Emergency Response**– Heighten emergency readiness, safety and security with the ability to easily capture access and compare relevant data to make fast, informed decisions in time of crisis

As a recognized leader in nationwide 3G wireless, and the *first national carrier* to provide 4G wireless services, Sprint is able to deliver the speed, mobility and reliability the State desires. Add to this an array of converged IP products, mobile phone GPS services, International service and an array of application partners, Sprint is ideally suited to help the State stay ahead of the wireless communication curve as your *preferred single provider of public sector solutions*.

The State of West Virginia can enjoy the following snapshot of discounts offered under a standalone Sprint Wireless Agreement direct with Sprint:

- ◆ **25% off standard service plans for corporate liable units**
- ◆ **15% off standard service plans for individual-liable units**
- ◆ **3G Connection Unlimited on Network Plan - \$37.99 MRC NET**
- ◆ **Waiver of activation and termination fees for Corporate Liable accounts**

In addition, Sprint is delighted to offer the State upon contract award:

- ♦ **\$100.00 local market discretionary credit per new activated Android Tablets purchased during the first year of the contract period not to exceed 200 tablets.**
- ♦ **Port-in Credit of \$125.00 for new activated Smartphone devices and \$50.00 port in credit for new activated standard cellphone devices purchased through December 31, 2011 as long as the device is registered online within 72 hours from port in date.**

Through local market discretionary credits, Sprint will extend the 125.00 port in credit through June 30, 2012 for the purchase of up to 500 new Smartphone devices. (*iPhone not applicable under the port in credit offerings*)

If you have questions regarding the products and services discussed within the response documents, please contact John Homon, Public Sector Account Manager at (703) 869-6486 or via e-mail at john.homon@sprint.com. We look forward to the next steps in the selection process and have the opportunity to present our solution.

Sincerely,



Karen Kezele
Manager, Proposal Development
Sprint Solutions, Inc. (Sprint)

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Disclosure Statement – Sprint

This proposal is provided in response to requirements of the State and may include trade secrets or confidential, proprietary or financial information that is exempt from disclosure under applicable law, and shall not be duplicated, used, or disclosed - in whole or part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer or as a result of - or in connection with - the submission of this data, the State shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the State's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction are contained on sheets annotated with a restrictive legend.

Technology Evolution

A. In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its Networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace certain offerings or technologies. In such event, Sprint will undertake such replacement efforts in a customer-focused and commercially reasonable manner and will, throughout the process, provide its customers with periodic updates that provide relevant information.

B. As part of such technology evolution, Sprint reserves the right to migrate Customer from Products activated on the Nextel National Network to either a Sprint® Direct Connect® push-to-talk ("PTT") Product, or a Customer-selected non-PTT Product that runs on the Nationwide Sprint Network; provided that Sprint will not undertake any such migration with less than 12 months prior notice. Because there will be at least 12 months prior notice, in almost every instance Customer may have the ability to upgrade its existing devices to new or replacement devices under the then effective and applicable Sprint handset upgrade program. If Customer has any devices that are not eligible for upgrade under this handset upgrade program, the parties will discuss an alternative process for replacement of devices with devices that are compatible with the replacement technologies. If Sprint exercises its right to migrate Customer to a new technology under this provision, upon completion of such migration, the terms and provisions of the Agreement related solely to the Nextel products and services will terminate. In addition, the parties recognize that they may need to amend the Agreement to add new terms related to such successor technologies.

Executive Summary

Sprint offers products and solutions to help The State to conduct business anywhere, in and out of the office. The State requires high performance on a daily basis and Sprint can arm your organization with the technology, innovative mobility tools, and the most powerful network for your collaborations. The State will compete and stay ahead with the Sprint Business Solutions Portfolio.

Sprint's Solutions Portfolio includes solutions for the Mobile Professional, Workgrade Solutions, and Wireline Convergence. These services encompass Integrated Solutions and Professional Services:

- ♦ **Mobile Business Applications:** GPS Location & Navigation, Salesforce Automation, Industry-specific Solutions, Mobile Commerce, Field Force Automation, Fleet Dispatch & Management, Route Accounting, Mobile Asset Management
- ♦ **Mobile Broadband & Data Services:** Remote Access, Connection Cards, Embedded Laptops, Phone as Modem, EVDO Handsets, Telemetry, Embedded Modules
- ♦ **Mobile Email/PIM & Smartphones:** RIM BlackBerry, Palm Treo, Windows Mobile
- ♦ **Mobile Application Design & Management:** Consulting, Integration Services, Billing, Mobile IT Helpdesk

Sprint has the first wireless 4G network by a national carrier giving customers access to city-wide "Wi-Fi hotspots" that deliver up to 10 times faster speeds than 3G¹ and significantly lower latencies. 4G will also permit migration from fixed to mobile of many delay-sensitive applications, such as Voice over IP (VoIP), video streaming, video teleconferencing and business applications the State rely on to access critical information in real time. Sprint 4G also provides the network capacity—based on our spectrum utilization—to support an expansion in demand for connectivity from a new generation of enhanced dual-mode, single-mode and embedded laptop devices tailored to those new mobile applications. *Experience4G*

Sprint BlackBerry

Sprint's Mobile Enterprise E-mail solutions offers the complete mobile office for all users, with integrated and synchronized access to their e-mail, calendar, contacts and/or other documents from any e-mail-enabled device anytime, anywhere via the Nationwide Sprint network. Our mobile enterprise e-mail solutions are secure and feature easy to implement access and administration that alleviates IT concerns regarding security and reliability. With end-to-end security protocols, business users can have peace of mind their personal information is protected. For IT departments, this means they can encrypt and protect sensitive corporate data without making any changes to their existing security infrastructure. The staff of the State can stay in touch and informed when they are out of the office or away from their computers. Users only need an e-mail-enabled device from Sprint.

Mobile Broadband – Experience Fast Downloads

One of the services we are most widely known for is our Mobile Broadband High-Speed Internet service available on the Nationwide Sprint PCS Data Network. Owned and operated by Sprint (*a differentiator from other providers*), the Sprint Mobile Broadband network covers more than 242 million people nationwide in 15,325 communities as well as 1,452 airports. The network offers our customers faster data speeds and uses richer applications the State is looking for. You can expect the proposed data technology approach to be adaptable, scalable and modular for future bandwidth improvements and



¹ Based on download speed comparison of 3G's 600 kbps vs. 4G's 3-6 Mbps. Industry published 3G avg. speeds (600 kbps-1.7 Mbps); 4G avg. speeds 3-6 Mbps. Actual speeds may vary. 4G currently available in select areas /devices; check www.sprint.com/4G for Sprint 4G coverage/device information.

enhancements to meet changing communication technologies. Currently, we offer the nation's first 3G/4G USB Modem U301 device that provides the best of both worlds - the fast 3G speeds (average downlink speeds of 600Kbps – 1.4 Mbps) on America's most dependable 3G network and turbo-charged 4G speeds wherever Sprint 4G has been rolled out.

Also, we launched the Sierra Overdrive, the industry's first dual mode (3G/4G) mobile hotspot to launch in America exclusively from Sprint. For the first time, mobile users will experience the blazing fast mobile broadband connection on the Sprint 4G network--up to 10 times faster than today's 3G speeds--on a mobile hotspot. The hotspot creates a Wi-Fi network that allows up to five simultaneous connections with any Wi-Fi enabled device, including laptops, gaming devices, cameras and even Smartphones from other carriers within a wide range up to 150 feet. Throughout 2010, Sprint customers can expect the following:

- ◆ Mobile Broadband Cards: Single-mode (4G only, 3G only) and dual-mode (3G/4G)
- ◆ Modems: Home, Portable and Wi-Fi enabled
- ◆ Embedded laptops
- ◆ UMPC (ultra mobile personal computer)
- ◆ Handsets

Wherever the State users are traveling, chances are they can leverage Mobile Broadband to conduct their business. Sprint is not complacent with just leading the marketplace; Sprint wants to build the most comprehensive Mobile Broadband Network

Network Vision

Sprint Network Vision is a multi-year initiative to provide an enhanced network experience for wireless customers by taking advantage of technology advances in wireless network design to dramatically reduce operating inefficiencies.

Network Vision will improve voice coverage, provide faster data speeds, and insulate Sprint and its customers from technology change, all while creating network flexibility, reducing operating costs, and improving environmental sustainability.

Our first priority is the customer experience—therefore, our 4G strategy began with our Network Vision plan to enhance our customers' network experience, including coverage, quality and speed improvements through the deployment of new multi-mode network technology that supports both 3G and 4G utilizing multiple spectrum bands. Our second priority is to maximize the utilization of, and return on, our existing assets and investments. This means optimizing the use of our existing 1.9MHZ and 800MHZ spectrum as part of the Network Vision deployment. It also meant negotiating a new wholesale agreement with our existing 4G partner, Clearwire.

Next-Generation Push-to-Talk

Sprint is committed to maintaining push-to-talk leadership as the provider of the "gold standard" in instant communications. By 4Q 2011, Sprint plans to launch the next generation of Nextel Direct Connect on CDMA, offering an additional option for push-to-talk with high-bandwidth data services. As the shifting to more broadband-centric push-to-talk applications on the CDMA network occurs and Sprint successfully demonstrates performance, it is expected that iDEN cell sites will be phased out. This phase out is expected to begin in 2013.

Cell Site Enhancement

Sprint is building cell sites capable of accommodating multiple frequencies suited to different purposes and geographic circumstances—all from the same cellular base station. These new base stations are also being constructed with technology independence in mind. Thus, while Sprint is

currently committed to the RF technologies in place today, as market conditions change, we will also be capable of migrating to new technologies with little disruption, and in most cases, with only a software upgrade. Improvement of in-building and other coverage weaknesses that will reduce the total number of required cell sites—all while insulating itself against any technology changes that may be on the horizon. As users migrate from one technology to another, Sprint will be able to easily repurpose spectrum dedicated to former users to technologies and frequencies in demand by current users. Sprint will thus be able to offer the full range of the latest services faster and with higher quality to the greatest number of users.

New Technologies

As 4G technologies such as Long Term Evolution (LTE) become commercially available, Sprint will be able to easily change technologies with little expense and without disruption to current customers. While at the same time, Sprint will continue to offer its outstanding 3G coverage and other services over existing network infrastructures for the foreseeable future. As always, Sprint is concerned not only that customers have access to the latest, but that their investment in devices is protected. Adoption of the Network Vision strategy will in no way compromise this.

Summary

We are confident that Sprint provides the highest quality wireless products and services and has developed solutions that will meet your requirements. The State can be assured of receiving the highest levels of service and support, as well as a compelling financial package. We firmly believe upon review of Sprint's capabilities, The State Government and its agencies will conclude Sprint offers the best potential for a successful strategic partnership.

Request for Quotation



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

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| RFQ NUMBER |
| CPHONE11 |

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| PAGE |
| 1 |

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|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| KRISTA FERRELL 304-558-2596 |

RFQ COPY
TYPE NAME/ADDRESS HERE

Sprint Solutions, Inc. (Sprint)
12502 Sunrise Valley Drive
Reston, VA 20196

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS | | |
|--|---------------|--------------------------|------------------------|-----------------------------------|------------|--------|
| 10/03/2011 | | | | | | |
| BID OPENING DATE: 10/18/2011 | | BID OPENING TIME 01:30PM | | | | |
| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
| ADDENDUM NO. 1 | | | | | | |
| THIS ADDENDUM IS ISSUED TO: | | | | | | |
| 1.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL RFQ (CPHONE11), | | | | | | |
| 2.) PROVIDE REVISED SPECIFICATIONS, | | | | | | |
| 3.) PROVIDE REVISED COST SHEETS, AND | | | | | | |
| 4.) EXTEND THE BID OPENING DATE. | | | | | | |
| BID OPENING DATE IS EXTENDED TO: 10/18/2011 | | | | | | |
| BID OPENING TIME REMAINS: 1:30 PM | | | | | | |
| ***** END ADDENDUM NO. 1 ***** | | | | | | |
| 0001 | 1 | LS | | 985-77 | | |
| CELLULAR PHONE SERVICE | | | | | | |
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | | | | |
| SIGNATURE <i>Karen Bazile</i> | | | TELEPHONE 913-762-7233 | DATE 10/13/11 | | |
| TITLE Manager, Proposal Development | | | FEIN 47-0882463 | ADDRESS CHANGES TO BE NOTED ABOVE | | |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
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Request for Quotation

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CPHONE11

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

Sprint Solutions, Inc. (Sprint)
12502 Sunrise Valley Drive
Reston, VA 20196

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ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
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| 09/14/2011 | | | | |

BID OPENING DATE: 10/13/2011 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 0001 | 1 | LS | | 985-77 | | |
| CELLULAR PHONE SERVICE | | | | | | |
| REQUEST FOR QUOTATION (RFQ) | | | | | | |
| BLANKET OPEN END STATEWIDE CONTRACT | | | | | | |
| THE WEST VIRGINIA STATE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN END STATEWIDE CONTRACT FOR INTEGRATED CELLULAR COMMUNICATIONS (CELLULAR) TECHNOLOGY PER THE ATTACHED SPECIFICATIONS. | | | | | | |
| TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-2596 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. | | | | | | |
| DEADLINE FOR ALL TECHNICAL QUESTIONS IS 09/28/2011 AT THE CLOSE OF BUSINESS. | | | | | | |
| ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED. | | | | | | |
| VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY A FORMAL WRITTEN ADDENDUM BY PURCHASING IS BINDING. | | | | | | |
| THE STATE BUYER LISTED ABOVE IS THE SOLE CONTACT FOR | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-------------------------------|--------------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| <i>Karen Keesele</i> | 913-762-7233 | October 13, 2011 |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
| Manager, Proposal Development | 47-0882463 | |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

No signature

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP) *

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vro/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS*

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).
- *With respect to the terms and conditions set forth within the Solicitation, Sprint has read and understands; provided, however, Sprint respectfully takes exception to certain terms and conditions set forth within the Solicitation, and hereby offers the terms and conditions described in the enclosed Government Wireless Services Agreement. Accordingly, Sprint respectfully takes exception to all elements of the RFP that are inconsistent with or contrary to the Government Wireless Services Agreement.
889. 12/15/09



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

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| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|---|-----|----------|-------------|------------|--------|
| | ANY AND ALL INQUIRIES CONCERNING THIS SOLICITATION AFTER THE RFQ HAS BEEN RELEASED. EXHIBIT 10 REQUISITION NO.: ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 X NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING. | | | | | |

| | | | | | |
|-------------------------------------|--|---|--|-----------------------------------|-----------------------|
| SIGNATURE <i>Karen Keese</i> | | SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | TELEPHONE 913-762-7233 | DATE October 11, 2011 |
| TITLE Manager, Proposal Development | | FEIN 47-0882463 | | ADDRESS CHANGES TO BE NOTED ABOVE | |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
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CPHONE11

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KRISTA FERRELL
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

Sprint Solutions, Inc. (Sprint)
12502 Sunrise Valley Drive
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| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----------------|----------|-----------------------------------|------------|-----------------------|
| <p>..... SIGNATURE Sprint Solutions Inc. (Sprint) COMPANY October 11, 2011 DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL</p> | | | | | | |
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | | | | |
| SIGNATURE <i>Karen Ferrell</i> | | | | TELEPHONE 913-762-7233 | | DATE October 11, 2011 |
| TITLE Manager, Proposal Development | | FEIN 47-0882463 | | ADDRESS CHANGES TO BE NOTED ABOVE | | |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER

CPHONE11

PAGE

4

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

Sprint Solutions, Inc. (Sprint)
12502 Sunrise Valley Drive
Reston, VA 20196

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ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 09/14/2011 | | | | |

BID OPENING DATE: 10/13/2011 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. | | | | | | |
| CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. | | | | | | |
| OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) | | | | | | |
| QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. | | | | | | |
| ORDERING PROCEDURE: SEE SECTION 4.1 OF THE ATTACHED SPECIFICATIONS. | | | | | | |
| BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. | | | | | | |
| THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-------------------------------|--------------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| <i>Krista Ferrell</i> | 913-762-7233 | October 11, 2011 |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
| Manager, Proposal Development | 47-0882463 | |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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Purchasing Division
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Charleston, WV 25305-0130

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CPHONE11

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

Sprint Solutions, Inc. (Sprint)
12502 Sunrise Valley Drive
Reston, VA 20196

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 09/14/2011 | | | | |

BID OPENING DATE: 10/13/2011 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. | | | | | | |
| REV. 05/26/2009 | | | | | | |
| PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD. | | | | | | |
| NOTICE | | | | | | |
| A SIGNED BID MUST BE SUBMITTED TO: | | | | | | |
| DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 | | | | | | |
| THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: | | | | | | |
| SEALED BID | | | | | | |
| BUYER: KRISTA FERRELL-FILE 42 | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-------------------------------|--------------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| <i>Krista Ferrell</i> | 913-762-7233 | October 11, 2011 |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
| Manager, Proposal Development | 47-0882463 | |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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Request for Quotation

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CPHONE11

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6

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

Sprint Solutions, Inc. (Sprint)
12502 Sunrise Valley Drive
Reston, VA 20196

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ALL STATE AGENCIES
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VARIOUS LOCALES AS INDICATED
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| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS | | |
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| 09/14/2011 | | | | | | |
| BID OPENING DATE: 10/13/2011 | | BID OPENING TIME 01:30PM | | | | |
| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
| RFQ. NO. : CPHONE11 | | | | | | |
| BID OPENING DATE : 10/13/2011 | | | | | | |
| BID OPENING TIME : 1:30 PM | | | | | | |
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: | | | | | | |
| 404-649-9111 (Account Manager) | | | | | | |
| CONTACT PERSON (PLEASE PRINT CLEARLY): | | | | | | |
| John Homon, Public Sector Account Manager, Sprint | | | | | | |
| ***** THIS IS THE END OF RFQ CPHONE11 ***** TOTAL: | | | | | | *To be determined |
| | | | | | | *Total bid amount depends on number of users, rate plans, and data/minutes usage chosen by the State. |
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | | | | |
| SIGNATURE <i>Karen Kastle</i> | | | TELEPHONE 913-762-7233 | | DATE October 11, 2011 | |
| TITLE Manager, Proposal Development | | | FEIN 47-0882463 | | ADDRESS CHANGES TO BE NOTED ABOVE | |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting bids, to establish a statewide contract for integrated cellular communications (cellular) technology. This Contract shall extend to include state agencies, community colleges, institutions, counties, municipalities, public schools, and other local government entities.

Sprint understands the Request for Quotation Cphone11 will result in a statewide contract for integrated cellular communications.

1.0 PURPOSE

The purpose of this RFQ is to request bids from responsible vendors with the intent to award a statewide contract to provide cellular communication services, accessories and equipment for use by State employees. These cellular communication services shall include the wireless transmission of voice and/or data. Cellular communication equipment, accessories, and devices are included, as well as the related warranty and support services. Cellular equipment shall include devices such as netbooks and tablets that have integrated cellular service and-bundled with a cellular data plan.

Sprint understands the statewide contract will offer cellular communication services, devices, accessories, warranty options, and support services for State employees.

Our primary goal is to leverage the State of West Virginia's buying power to ultimately reduce our overall costs, while meeting our requirements and maintaining an acceptable level of quality.

Sprint understands the State's primary goal is to leverage buying power, meet requirements, and reduce costs while maintaining an acceptable level of quality.

2.0 DEFINITIONS

The below terms shall be herein defined as:

- A. "Vendor": the successful bidder(s)
- B. "Manufacturer: the company who produces the equipment.
- C. "Contract": the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- D. Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid.
- E. Agency: any entity seeking goods/services under this "Contract"
- F. Cellular communications: A mobile device that uses a network of short-range transmitters located in overlapping cells throughout a region, with a central station making connections to regular lines.
- G. GOOD Technology: Push e-mail and mobile device management and security products for Smartphone: A cellular telephone with built-in applications and Internet access. Smartphones provide digital voice service as well as text messaging, e-mail, Web browsing,

still and video cameras, MP3.player, video viewing and often video calling. Roaming - Geographic West Virginia, and bordering counties located in adjoining states, will be considered the "home area", or local call footprint, for all services related to this RFQ. "Roaming charges/long distance" will apply only when the user is outside of the "home area/local call footprint". Roaming is defined as the area beyond the bordering counties in adjoining states within the continental United States.

Sprint has read and understands the State's definitions.

2.1 BACKGROUND

The State of WV presently utilizes approximately 4900 cellular telephones, with airtime usage of approximately 21 million minutes annually, and approximately 1400 data devices (Good technology, MS Windows, RIM Blackberry and similar data devices).

Sprint has read and understands the State's utilization of cellular telephones, with airtime usage of approximately 21 million minutes annually, and approximately 1400 data devices (Good technology, MS Windows, RIM Blackberry and similar data devices).

3.0 SCOPE OF WORK

- 3.1** The vendor will provide an equipment package that shall include a handset (choice of candy bar or flip phone style), AC power adapter/charger, battery, user manual and related maintenance and support services provided by the manufacturer's warranty.

Sprint will provide an equipment package to the State as follows:

- ◆ Choice of device (flip phone style) that includes AC power adapter/charger and battery
- ◆ A comprehensive User Guide outlining all operations of the device and Sprint Services.
- ◆ A quick reference card containing basic operations, terms, and conditions of services (including what to do if your phone is lost or stolen).
- ◆ Product specific warranty information.
- ◆ Manufacturer's one (1) year warranty

The State may also access manufacturer information and device user guides at <http://support.sprint.com/index.html>.

- 3.2** Equipment package handsets shall include vibrate functionality and E911 compatibility.

Sprint will provide equipment package for handsets that include vibrate functionality and E911 compatibility.

911 is a system that automatically associates a physical address with the calling party's telephone number, and routes the call to the most appropriate Public Safety Answering Point (PSAP) for that address. Users can make A 911 call on a deactivated Sprint and Nextel handset as long as the handset still has a charge in the battery. The call is routed to the appropriate PSAP authority for the cellsite/sector that received the 911 call regardless of the phone's status (provisioned, non-provisioned, deactivated due to non-payment, etc.). If the person dials any number other than 911, the call is routed to Customer Service.

E911 and FCC Compliance

Sprint has deployed location-based services for emergency services in 2 phases to comply with FCC mandates. The FCC Phase II mandate requires all wireless carriers, within 6 months of a request from a Public Safety Answering Position (PSAP), to be able to locate 67% of 911 callers within 50 meters

and 95% within 150 meters using a "handset solution" or 100 meters using a "network solution." Sprint has chosen the more precise handset-based GPS solution to fulfill the requirements.

Continuing its role as the industry leader in E911 Phase II implementation, both our Nationwide Sprint PCS and Nextel National Networks are now Phase II compatible. This is a major step forward in preparing to deliver precise GPS location information required by the FCC for 911 calls. This does not mean that E911 services are available in all Sprint wireless markets. E911 deployment, whether Phase I or Phase II, is dependent on receiving a request for service from a particular PSAP.

Sprint does not charge a 'fee' to our customers for 911 services. However, there are universal fees that include 911 fees and individual State/County legislated fees throughout Sprint's wireless coverage area associated with 911. They are on a case-by-case basis, imposed by local state/county/PSAP jurisdictions and handled through our Tax Department.

3.3 The following service features shall be standard and will be included at no additional charge:

3.3.1 Unlimited mobile to mobile (within Vendor's network)

Sprint will provide Any Mobile, Anytime works like Unlimited Mobile to Mobile, when making or receiving wireless domestic calls while on the Sprint network at no charge depending on plan chosen. The difference with Any Mobile, Anytime is that the unlimited minutes apply to calls to and from any domestic wireless phone, whereas with Unlimited Mobile to Mobile, the unlimited minutes apply only to calls to and from Sprint wireless phones.

This unique and exciting feature is included in the following rate plans at no additional charge:

- ◆ Sprint Business Advantage Messaging and Data
- ◆ Everything Data Plan – Individual Plans
- ◆ Everything Data Plan – Share Plans

3.3.2 Unlimited nights and weekends

Sprint will provide Unlimited Night & Weekend Minutes are a standard feature on most of our currently offered voice plans, providing State employees' unlimited minutes to use Monday-Thursday 7 p.m.-7 a.m., and 7 p.m. Friday-7 a.m. Monday on the Nationwide Sprint Network and the Nextel National Network. Refer to Sprint's Wireless Agreement included in the proposal response.

3.3.3 Call Waiting

Sprint will provide call waiting feature at no charge which is a standard feature on Sprint devices.

3.3.4 Three-way Calling

Sprint will provide three-way calling feature which is a standard feature on Sprint devices.

3.3.5 Call Forwarding

Sprint will provide call forwarding feature at no charge to voice mail. Unconditional (immediate) call forwarding (*72) to other devices incurs a charge of \$0.20/minute.

3.3.6 No Answer Transfer/Busy Transfer

Sprint will provide no answer/busy transfer feature at no charge.

3.3.7 Voicemail with Message Indicator

Sprint will provide voicemail message indicator feature at no charge.

3.3.8 Caller ID

Sprint will provide caller-ID feature at no charge.

3.3.9 Directory Assistance with Automatic Call Completion

Sprint will provide directory assistance with automatic call completion for up to 3 listings for a single surcharge of \$1.79. Sprint cannot block the State-sponsored users from accessing directory assistance. However, our online billing and analysis products can provide detail on directory assistance charges, so the State can internally monitor usage by specific employees or groups of employees.

3.3.10 Basic Text Messaging

Sprint will offer basic text messaging at no charge depending on the plan the State chooses that includes text messaging service. Refer to the Sprint Wireless Agreement included in the proposal response.

3.3.11 State-wide service with no roaming charges or long distance fees within West Virginia and the bordering counties of adjoining states.

Sprint will provide state-wide no roaming service at no charge depending on the plan chosen by the State. Refer to Sprint's Wireless Agreement included in the response for plans that include unlimited domestic long distance throughout the continental U.S.

3.4 Vendor shall activate service on new equipment within 72 hours of request or shipping.

Sprint will provide activation on new equipment within 72 hours of request or via standard shipping at no charge. The Sprint account team will work with the State on the best method to activate new devices.

3.5 Vendor shall provide the following services at no additional cost. This list is not meant to be all inclusive and vendors may, at their discretion, add other services.

3.5.1 Upgrades or downgrades to service plans as needed, with no limits.

Sprint will work with the State to develop the most efficient process for communicating changes at no charge. To make changes to corporate-sponsored subscriptions (service plan changes, feature modifications) your authorized telecom management team can either contact your Dedicated Care Specialist (or other Account Team member) or use Enhanced Account Management, which can be accessed through the My Sprint Business site at sprint.com/mysprintbusiness. Employee-purchased users can change plans by calling General Business Care at (888) 788- 4727 or by accessing their account through My Sprint at www.sprint.com. When the needs of individual employees or groups of employees change, plans may be changed from among these standard business plans to meet those needs at no charge.

3.5.2 Cancellation of service without early termination fees;

Sprint will waive Early Termination Fees for the State of West Virginia and Authorized Users purchasing under an Agreement between the State and Sprint.

3.5.3 Provide Local Number Portability with no penalty.

Sprint will port devices at no direct charge to the State with no penalty. To facilitate the WLNP program, a minimal WLNP fee is currently incurred by all wireless customers. This fee is an FCC-approved cost recovery fee that allows Sprint to cover costs for implementing WLNP.

3.6 At least on device should come equipped with one or more of the following features:

3.6.1 Bluetooth turned off, as the default setting

Sprint will comply with Bluetooth turned off as a default setting.

3.6.2 Camera

Sprint will provide devices that have camera functionality. Devices with camera functionality can be locked or restricted from use, though not disabled.

3.6.3 GPS integrated

Sprint will provide a number of devices including smart phones that perform Autonomous GPS as well as Assisted GPS. Autonomous GPS devices have embedded GPS receivers. The devices can also use cellular towers to discern location by triangulation this is known as Assisted GPS.

3.6.4 Hands-Free capable

Sprint will provide devices that have hands-free functionality.

3.6.5 Speakerphone

Sprint will provide devices that have speakerphone functionality.

3.6.6 Wi-Fi

Sprint will provide a variety of devices that are Wi-Fi capable. The following devices in the Sprint lineup have built-in Wi-Fi capability:

- ◆ ZTE 3200 Peel
- ◆ Kyocera Milano
- ◆ Sierra Overdrive Pro - 3G/4G Mobile Hotspot
- ◆ Sprint International Mobile Hotspot by ZTE
- ◆ Samsung Intercept (m910)
- ◆ LG Optimus S
- ◆ Motorola i1
- ◆ Samsung Transform (m920)
- ◆ BlackBerry Curve 3G (9330)
- ◆ BlackBerry Curve (9350)
- ◆ Sanyo Zio (8600)

- ◆ Kyocera Echo
- ◆ BlackBerry Style 9670
- ◆ BlackBerry Curve 8350i
- ◆ BlackBerry Playbook
- ◆ HTC Touch Pro 2
- ◆ HTC EVO Shift 4G
- ◆ Blackberry Bold
- ◆ HTC Arrive
- ◆ Nexus S with Google
- ◆ Samsung Epic
- ◆ Samsung Replenish
- ◆ Samsung Galaxy Tab
- ◆ Motorola Xoom
- ◆ Motorola XPRT
- ◆ Motorola ES400

3.7 The successful vendor(s) shall be available to meet with the Office of Technology on a regular basis (monthly or quarterly, at the State's discretion) to discuss the utilization of this contract and any relevant issues.

Your Local Account Support Team will work with the State to determine a notification process which will allow availability to meet with the Office of Technology on a regular basis to discuss the utilization of this contract and any relevant issues. Your Sprint Account Team promotes quality customer support with frequent professional interaction, formal information updates on products and services, and a proactive perspective on resolving customer issues. Additionally, Sprint's Government support teams have received specialized training to understand and recognize the needs of the Public Sector.

3.8 DATA SERVICES

3.8.1 Vendor shall provide "air cards" that allow for cellular data services for laptop or notebook computers.

Sprint will provide air cards that allow for cellular data services for laptop or notebook computers. Please refer to Attachment 1 for Sprint's current portfolio of equipment.

3.8.2 When agency acquires data services, the vendor shall provide the following features at no additional charge:

- **Unlimited Data**
- **Unlimited Text Messages**

Sprint will offer Unlimited Text Messaging plans at no charge if the State Agencies and Authorized Users select plans that include this feature. Refer to Sprint's Wireless Agreement for applicable plans included in the proposal.

3.8.3 Data services that are required by the State shall include Internet access and email utilizing integrated cellular handheld devices and non-standard cellular telephones. The requested data services shall be able to access e-mail service from the providing vendor or interface with the State's Microsoft Exchange e-mail system.

Sprint will offer Internet access and email on integrated and non-standard devices that interface with the State's Microsoft Exchange email system at no charge if the State Agencies and Authorized Users select plans that include this feature. Refer to Sprint's Wireless Agreement for applicable plans included in the proposal.

3.8.4 The vendor must support at least one of the following mobile operating systems:

- **GOOD technology supported devices**
- **MS Windows Activesync**
- **RIM Blackberry**

Sprint will provide devices that are supported by Good technology, MS Windows Activesync and RIM Blackberry mobile operating systems.

♦ **Good for Enterprise – Android OS**

Sprint leverages Good technology to offer **Good for Enterprise-Android**, a powerful, secure and easy-to-use mobility solution built on the Android platform. **Android** is a mobile operating system that runs on the Linux kernel built from the ground up to bring the Google innovation users are accustomed to on the Web to the wireless phone. Good for Enterprise—Android allows the State's IT administrators to secure and manage Android phones for businesses and individual users to manage their email, calendar and contacts—in real-time—on their Android devices.

♦ **Microsoft Windows Mobile with Direct Push via ActiveSync**

By far, the most popular technology, used worldwide, is Microsoft's ActiveSync protocol. **Windows Mobile** allows Windows Mobile 6.1, 6.5 and 7 devices to synchronize with Exchange 2002 and 2007 using "push" technology (similar to the BlackBerry solution) wirelessly and automatically. While using the ActiveSync protocol, Windows-based wireless devices will be able to get instant email notifications and save personal and contact data to and from the email server in real time. The transfer is performed just like the regular desktop synchronization between mobile devices and the Microsoft Outlook email client through the ActiveSync desktop application. It is automatically triggered by the server when a new event occurs or by the client if the modification or update is performed on the handset. The Push email technology can definitely help the State employees work more effectively and get mission-critical information in real time, right when you need it.

♦ **The BlackBerry Enterprise Server Solution**

The **BlackBerry Enterprise Server Solution (BES)** is a device-centric, in-house hosted solution that can securely extend business information and enterprise applications to mobile professionals. BES from Research in Motion (RIM), the first enterprise-class mobile email solution on the market, is Sprint's leading mobile email solution. The terms "BlackBerry" and "mobile email" have become synonymous; such has it become a part of the corporate infrastructure.

BES is delivered with full management and control capability and offers the ability to define and implement provisioning, security and software distribution policy with a fine level of granularity. While previously criticized for its blank and restricted range of handsets, the latest generation of BlackBerry devices offers substantial diversity and choice in terms of form factor, features and function. The BES solution is available with Sprint and Nextel BlackBerry devices.

Integrated cellular equipment provided under this contract shall include such items as netbooks and tablets that have integrated cellular service.

Sprint will provide integrated cellular equipment such as netbooks and tablets featuring the Samsung Galaxy.

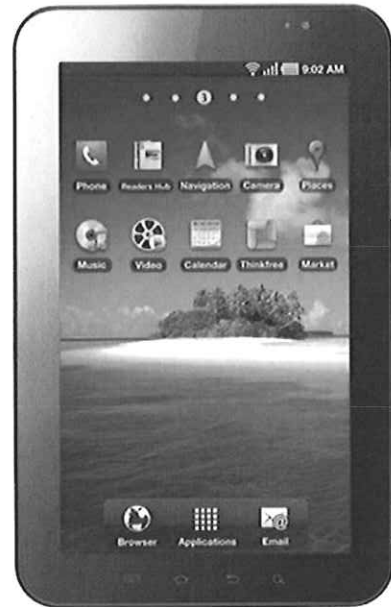
Samsung Galaxy Tab

The Samsung Galaxy Tab delivers the best mobile entertainment experience. With portability in mind, the crisp 7" display is perfectly sized so it is light in the hands, and with the latest Android platform, entertainment is fun and easy, anytime, anywhere. Now enjoy the web complete with flash content, rich video and movies, books and apps through an optimal viewing experience. Plus, through the front facing camera, you can have a live video chat for the ultimate productive experience.

Key Features

The Samsung Galaxy Tab features include the following:

- ◆ Portable 7-inch Touchscreen
- ◆ Full HTML web browser with Google Search and Flash Support (Adobe 10.1)
- ◆ Android 2.2 with enhanced user interface- Touch Wiz
- ◆ Samsung Media Hub – delivering movies for purchase and rental
- ◆ Dual Cameras- 1.3 MP Front facing and 3.2 MP Rear facing
- ◆ eReader- Amazon Kindle
- ◆ Mobile Hotspot -Connect up to 5 Wi-Fi-enabled devices
- ◆ Wi-Fi and GPS Capable
- ◆ Supports Hands-Free Activation via OMA-DM
- ◆ Stereo Bluetooth Wireless technology (2.1)
- ◆ MP3 Player with MicroSD card slot (supports up to 32GB)- 2GB on board, 16GB SD card included
- ◆ 4000mAh Lithium Battery for up to 13 hours of continuous use
- ◆ Size: 7.5" x 4.7" x 0.47"
- ◆ Weight: 13.6 oz



Access to:

- ◆ 3G on Sprint's Mobile Broadband Network (EVDO- Rev A)
- ◆ Android Market- access to thousands of apps
- ◆ Pictures - Upload, share and store pictures with Social media sites
- ◆ Google integration – One touch access to search, Stay connected with Gmail and GTalk on the go , Access turn-by-turn directions with Google Maps
- ◆ Stay organized with all your family's activities with Google's all-in-one Calendar, find local landmarks by simply taking a photo and using Google Goggles
- ◆ Messaging – Personal and business Email, IM, and Text Messaging
- ◆ Sprint Zone - Your one-stop source to access your wireless account, phone tips, news, a list of top apps and more.

Refer to Attachment 1 for Sprint's current portfolio of equipment.

HTC EVO View 4G Tablet

Key Features

- ◆ 7-inch capacitive touch screen with pinch to zoom capability
- ◆ Bluetooth Enabled
- ◆ Cameras (Dual) - 1.3 MP (front) and 5.0 MP (rear)
- ◆ Downloadable Applications and Games (Java)
- ◆ Downloadable Wallpapers
- ◆ E-Book Application
- ◆ GPS-Enabled
- ◆ MP3/Media Player
- ◆ Memory - 32GB ROM and 1GB RAM
- ◆ Mobile Hotspot - 3G - up to 8 devices
- ◆ Multi-Language
- ◆ Multimedia Messaging (send/receive image/audio)
- ◆ Operating System- Android Platform
- ◆ Picture Mail- MMS
- ◆ Processor - 1.5 GHz Dual Core
- ◆ Sprint Zone
- ◆ Video Capture Playback
- ◆ Web Browser - Full HTML with Google Search and Flash Support
- ◆ Wi-Fi Dimensions: 7.7"x 4.8"x 0.5"
- ◆ 4.000 mAh Battery
- ◆ Weight: .92 lbs



Dell



A wide range of Dell laptops with embedded 3G and 4G chipsets are available, including models from the Inspiron, Latitude, Vostro, and XPS lines, among others:

- ◆ Dell Inspiron Laptops, available in a range of vibrant colors and multiple design patterns, offer all the basics most mobile workers need at process that don't bust the budget.
- ◆ Dell Latitude compact PCs are ideal for the mobile worker. The 667MHz-8.5 GB/s of Dual Channel memory and Wave Embassy Trust Suite allow for storing and protecting large data files with the TPM chip encryption.
- ◆ Dell Vostro models blend sophisticated design with first-class productivity in a variety of designs, from ultra-thin 13.3-inch laptops made just for small business to scalable solutions offering near-workstation-class performance.
- ◆ Dell XPS models offer a multimedia solution for any professional.

Motion Computing



Motion Computing Tablet PCs offer the durability and functionality of a ruggedized laptop, but with size, weight, and design for field sales professionals, mobile health care workers, public sector, field service technicians, and other professionals who need to need both immediate access and the convenience to use their hands for other activities.

4.0 REQUIREMENTS: ORDERING, SERVICE, SUPPORT, REPORTING AND BILLING

4.1 ORDERING

- 4.1.1 Agencies shall prepare a written state contract order form WV-39 and submit to Office of Technology contract administrator for approval at WVOT,CELL@WV.GOV. Each WV-39 should clearly denote the quantity and commodity/commodities to be purchased.**

Sprint understands the State Agencies are required to prepare and submit a written state contract order form WV-39 to the West Virginia Office of Technology Contract Administrator for approval via email containing the quantity and commodity (ies) to be purchased.

- 4.1.2. If approved by the contract administrator the Agency will receive said approval via email.**

Sprint understands the State Agency (ies) submitting the required WV-39 will receive approval via email from the State of West Virginia Office of Technology Contract Administrator. Your Local Account Support Team will work with the State's Agency(ies).

- 4.1.3. Once the contract administrator approves the order the administrator submits the WV-39 created by the Agency to the Vendor for the approved commodity/commodities covered by this contract.**

Sprint understands the State Agency (ies) submitting the required WV-39 will receive approval via email from the State of West Virginia Office of Technology Contract Administrator. Your Local Account Support Team will work with the State's Agency(ies).

- 4.1.4. The Vendor(s) shall provide activation of new service, or portability services at no additional charge.**

Sprint will waive Activation Fees for the State of West Virginia and Authorized Users purchasing under an Agreement between the State and Sprint. There are no direct fees associated with number portability by Sprint; however, to facilitate the WLNP program, a minimal WLNP fee is currently incurred by all wireless customers. This fee is an FCC-approved cost recovery fee that allows Sprint to cover costs for implementing WLNP.

4.2 SUPPORT

- 4.2.1 Vendor(s) shall provide a toll-free support number coverage 24x7x365, staffed by technical personnel, to answer any service-related questions, including, but not limited to: parts, service, and administrative support.**

Sprint will provide toll-free support 24/7/365. Sprint's Business Wireless Technical Support (BWTS) is an advanced technical support organization that supports Corporate Liable customers

in an effort to increase resolution for complex issues as well as improve overall customer satisfaction. Business Wireless Technical Support consists of highly trained technical support specialists chartered to resolve technical issues associated with devices, coverage, or products. The centers have access to database-driven technology, systems, and tools that provide access to customer data along with device documentation and network information ensuring users will receive a complete and timely resolution of their service issues. BWTS operates multiple state-of-the-art contact centers in the United States. Corporate Liable (CL) Wireless Technical Support representatives are available 24 hours a day, 365 days a year 7days a week to assist and resolve our business customers' service issues.

4.2.2 The Vendor shall repair or replacement of any malfunctioning units, must be with equipment equal to, or better than, the original unit.

Sprint will provide the Sprint Satisfaction Guarantee under which the State may return the device for a new product within 14 days of purchase. . If you aren't 100% satisfied with your product you can bring it back to your original place of purchase within 14 days of activation and Sprint will:

- ◆ Refund the device purchase price (as long as device is complete and undamaged)
- ◆ Refund the activation/upgrade fee (if service is cancelled within 3 days of activation)
- ◆ Waive the Early Termination Fee (ETF) (as long as the device is returned)

In addition, all Sprint Nextel devices and accessories come with a limited one year manufacturer's warranty. The manufacturer warranty begins when the Sprint or Nextel device, Sprint Mobile Broadband Connection Device, or accessory is activated. Warranty details are provided in the device packaging and are available at www.sprint.com for download. Warranties are exclusive to the manufacturer and are submitted directly to the manufacturer by the customer.

Also, the best value for the State to protect your phones, smartphones or mobile broadband cards is Sprint's Total Equipment Protection (TEP). This coverage combines the protection offered in the Equipment Replacement Program (ERP) and the Equipment Service and Repair Program (ESRP) for devices active on the Sprint account at the time of the incident.

Total Protection Plan

TEP provides insurance coverage for your active Sprint devices (netbooks/notebooks and tablets are not eligible for TEP) from loss, theft, physical or liquid damage, the same as with the ERP. It also provides service contract repair or replacement for mechanical or electrical problems, normal wear and tear and routine maintenance, the same as with the ESRP. The State employees are allowed 3 Equipment Replacement Program insurance replacements in any 12-month period, with a non-refundable deductible of \$50, or \$100 for advanced wireless devices, for each approved request. Repairs or replacement are at no additional charge. Replacement of equipment will be of the same or a comparable model. Replacement equipment may be reconditioned.

| | Total Equipment Protection (Best Value) | Equipment Replacement Program | Equipment Service and Repair Program |
|---|--|-------------------------------------|--|
| Coverage | | | |
| Mechanical or Electrical Failure | ● | | ● |
| Failure Due to Wear and Tear | ● | | ● |
| Physical Damage | ● | ● | |
| Loss or Theft | ● | ● | |
| Liquid Damage or Corrosion | ● | ● | |
| Deductible* | \$50/\$100* | \$50/\$100* | \$0 |
| Pricing (applied on a per account basis) | | | |
| 1-24 lines | \$8/mo. (per device) | \$5/mo. (per device) | \$4/mo. (per device) |
| 25-99 lines | \$7/mo. (per device) | \$5/mo. (per device) | \$3/mo. (per device) |
| 100+ lines | \$6/mo. (per device) | \$5/mo. (per device) | \$2/mo. (per device) |
| Under the Total Equipment Protection or Equipment Replacement Program there is a limit of 3 claims within any consecutive 12 months with a maximum replacement value of \$1000 per approved claim. | | | |
| *\$50 or \$100 depending on model; deductible applies on replacements for lost, stolen, liquid or physically damaged devices. For a complete list of phone models and deductible amount, visit sprint.com/protection | | | |
| Replacement may be new or remanufactured or a different model with similar features as your original equipment. You may cancel coverage at any time and receive a prorated credit of monthly premiums/fees. | | | |
| Act Now! You only have 30 days to enroll in these programs when you activate or upgrade to a new device, if you enroll fewer than 10 lines in Total Equipment Protection. If you enroll 10 or more lines, you can enroll at any time. | | | |

TEP Key Benefits for Businesses

- ◆ The State will be covered for virtually anything that can happen to a device, excluding intentional damage, for a predictable monthly expense. There is a \$50 or \$100 deductible per approved insurance replacement (depending upon device).
 - ◆ Corporate-liable (CL) customers receive up to a \$2.00 discount per enrolled device, depending on volume.
 - ◆ CL customers who want to enroll 10+ lines can do so at any time. The 30-day enrollment restriction is waived.
 - ◆ Your employees with TEP on most RIM and Android devices as well as select feature phones can access the Total Equipment Protection App at www.sprint.com/protection, where they will benefit from the following features at no additional charge (features may vary by device):
 - Locate lost device by sounding an alarm on the smartphone even if in silent mode, doing a real time locate via GPS technology, or viewing the smartphone's location history on a map via a Web Interface
 - Remotely lock their smartphone
 - Erase contacts in the address book on a lost smartphone
 - Back-up, manage and restore contacts via a Web interface
- The Total Equipment Protection App is currently available for downloading on most RIM and Android devices as well as select feature phones. It is included with TEP as an added value and cannot be purchased separately.
- ◆ TEP coverage continues for as long as you maintain it on the phone; the manufacturer's warranty on a new phone provides limited coverage and it expires after 12 months.

- ◆ Customers enrolled in TEP who have a phone issue have a predictable and convenient path to resolution.
- ◆ Sprint has service locations throughout the country to support repairs.
- ◆ The \$35 per-incident service fee, normally charged for both in-warranty and out-of-warranty phone problems, will not be charged to customers with TEP (or ESRP only); both TEP and ESRP cover unlimited repairs at no additional charge.
- ◆ The loss, theft or physical-damage claim process is fast and convenient at www.phoneclaim.com, with instant claim approval and email notification. Phones are replaced quickly to lessen the impact of missed business opportunities. Replacement phones are delivered the next day if the claim is filed by 10:00 pm Central Time.
- ◆ Specific high-risk or high-cost devices can be protected. Not all phones on the business account must be covered.

Other Equipment Protection Programs

Either of the two programs included in Total Equipment Protection are also available separately:

- ◆ **Equipment Replacement Program (ERP).** The Equipment Replacement Program, underwritten by Continental Casualty Company, covers the replacement of your Sprint or Nextel device in the event of loss, theft, physical or liquid damage. Subscribers are allowed 3 replacements under this program in any 12-month period. A non-refundable deductible of \$50 (\$100 for advanced wireless devices) applies for each approved replacement.
- ◆ **Equipment Service and Repair Program (ESRP).** The Equipment Service and Repair Program covers the service and repair or replacement of your Sprint or Nextel device for mechanical or electrical problems, normal wear and tear and routine maintenance. The malfunctioning device must be turned in at the time of replacement.

Individual Service and Repair Options

If you choose not to enroll in one of the Equipment Protection Programs, you can still obtain service, repair, and replacement from one of Sprint's Service and Repair Centers, conveniently located around the U.S. The following table describes your service and repair options and related charges.

| Option | Turnaround | Price |
|--|--|--|
| Sprint Phone Repair Center Service Visit one of 1,300 Sprint Phone Repair Centers for face-to-face service. For the nearest location, visit www.sprint.com/storelocator . | 1-3 business days Not all phones are eligible | Without TEP or ESRP, a per-incident service fee of \$35 will be charged for both in-warranty and out of warranty service.* |
| Customer Care Call Customer Care for self service and request a replacement for a defective or non-working phone. | 1-3 business days All devices ship standard overnight | Without TEP or ESRP, a per-incident service fee of \$35 will be charged for both in-warranty and out of warranty service.* |

For customers using the above Individual Service Options, the following restrictions will apply:

- ◆ The technical consultant at the time of your visit or call will determine eligibility for a phone repair covered by the \$35 fee.
- ◆ The following are Not Covered by warranty: Lost or stolen devices, liquid damage or corrosion, and battery, accessories and device damage beyond repair.
- ◆ Repaired or replaced equipment is covered from hardware or software failure for 14 days. Customers will receive a repaired or replaced unit at no charge if the equipment exhibits software or hardware failure within 14 days from time of original repair. The Service and

Repair Center determines whether the equipment is repaired or replaced. The customer must return to the original repair location for this policy to apply.

- 4.2.3 If requested by the State, vendor(s) shall provide free replacement of standard (basic) telephones and cellular data cards at the end of the devices' normal life cycle as mutually agreed upon by the vendor and the State.**

Sprint's offers deep discounts on various basic phones and cellular data cards depending on inventory/promotions available to be mutually agreed upon by Sprint and the State. Please refer to Sprint's draft Wireless Agreement included in the proposal response.

- 4.2.4 If vendor(s) implements technologies that render the State's voice or data devices inoperable, or otherwise non-functional, vendor(s) will provide replacement devices free of charge prior to the new services becoming available.**

Sprint is offering CDMA services and devices. Any new technologies implemented by Sprint will not impair or render the CDMA devices inoperable. It may be necessary to replace devices to take advantage of newer technologies as they are deployed but all current and future devices will still continue to be functional.

4.3 REPORTING

- 4.3.1 Vendor(s) shall furnish monthly availability and reliability statistics to the West Virginia Office of Technology for West Virginia's "home area". This must include the percentage of time the network was not 100% available in the home area and the percentage of dropped calls in home area per user. The report should be in Excel format.**

The Sprint Account Team will work with the State on a best process to provide availability and reliability statistics on a monthly basis. In addition, Sprint InTouch provides the State with an electronic means of accessing Business Technical Service Assurance center (BTSA) services. This electronic gateway is a tool that provides the State with the ability to perform trouble management and receive operational support messages through the Internet.

- 4.3.2 Vendor(s) will provide a free quarterly optimization calculation, as applicable and requested by the State. There shall not be any additional charge or commitment for moving a user into a more appropriate plan. Optimization recommendations must be communicated through a quarterly report. The State will use this information for evaluating the State's cell phone usage, as provided by the vendor.**

Option 1 – Quarterly Expense Optimization

The State's Sprint Account Team can provide *at no charge* a quarterly Rate Plan Analysis (RPA) to meet your optimization requirements.

In addition, Sprint's electronic billing and reporting products, eBilling and Analysis (eBA), Enhanced Account Management, and Smart CD Online, allow you to view detailed usage information, in convenient online format, increasing your control over your wireless solution. These tools allow you to customize the presentation and format of your billing data into useful tables, graphs, or projections, which can in turn help you to understand and optimize usage. This information is downloaded monthly from a secure website.

Your Sprint Account Team will work closely with the State for a mutually agreeable process to ensure management tools and options are being utilized to your maximum benefit.

Option 2 – Wireless Mobility Management (WMM) and Telecom Expense Management (TEM)

As an alternative, and in order to *fully meet* all requirements stated in 4.3.2 above along with all additional mobility management/reporting requirements listed in the State's response to the clarifying Technical Questions, Sprint proposes to provide the State with a comprehensive Wireless Mobility Management (WMM) and Telecom Expense Management (TEM) solution. The proposed solution is a fee-based service and is offered to the State by Sprint in strategic partnership with Vision Wireless, LLC, a Sprint mobility management partner firm and leading WMM/TEM provider that specializes in the management of multi-carrier wireless environments for medium and large enterprises, government agencies, healthcare providers, non-profit organizations and more.

The proposed WMM solution combines wireless Telecom Expense Management (TEM) features and services with business process outsourcing (BPO) to deliver turn-key, lifecycle management of the State's enterprise mobile devices. Vision's solution implements and automates the primary business processes associated with enterprise mobility management including: eProcurement, Asset/Inventory Management, Carrier Provisioning, Change Management Support, End User Help Desk Support, as well as Cost/Usage Optimization and Billing/ Expense Management.

As organizations such as the State continue to leverage the power of mobility and invest in new wireless technologies, they are faced with the difficult challenges of controlling escalating wireless expenses and supporting expanding populations of mobile users. The State can successfully meet these challenges by leveraging the comprehensive WMM/TEM solution described herein.

Key Features

The proposed WMM/TEM solution provides the State with increased visibility and control over its corporate-liable mobile devices and expenses using a single, intuitive management portal to track and manage all aspects of the State's mobile environment.

Below is a summary of key features included with the comprehensive WMM/TEM solution:

| | |
|--------------------------------------|---|
| Customized eProcurement Portal | On-Line Customer Service Tool for Change Management |
| Wireless Policy Enforcement | Real-Time Service Tracking (electronic ticketing) |
| Carrier Provisioning (multi-carrier) | Normalization of Carrier Electronic Billing Data |
| Real-Time Order Tracking | Monthly Invoice Validation & Exception Reporting |
| Real-Time Asset/Inventory Management | Usage/Expense Reporting; Billing Tools & Analysis |
| End User Help Desk Support | Rate Plan Optimization; Ongoing Expense Management |

Business Benefits

Sprint's proposed full WMM/TEM solution allows the State to outsource the management and day-to-day support of its mobile devices, saving the State both time and money, and allowing the State to refocus its valuable IT resources on other strategic initiatives

The proposed solution leverages advanced technology (e.g. a suite of integrated Web applications) and proven best practices to automate the business processes associated with mobile lifecycle management, delivering significant financial and operational savings to the State's bottom line. Sprint's solution simplifies and streamlines the common business

processes related to mobility management, delivering improved operational efficiencies for the State.

The State will realize direct savings (hard dollar savings) as a result of invoice validation, cost and usage optimization, and expense management services, which are all provided as part of the proposed WMM/TEM solution

In addition, the State will realize soft-savings as a result of the following operational benefits:

- ◆ Increased Visibility and Control
- ◆ Accurate Inventory and Usage trends
- ◆ Wireless Policy Enforcement
- ◆ Improved Operational Efficiencies
- ◆ Streamlined Business Processes
- ◆ Increased End User Productivity
- ◆ Simplified Invoice Management

The Sprint Account Team is available to discuss both optimization options with the State.

4.3.3 Vendor(s) shall provide to the state an additional monthly report that shows total minutes of usage by billed telephone number (BTN), in addition to billing the user agencies.

Sprint has read and understands this requirement; provided, Sprint respectfully takes exception to this requirement to the extent that it requires Sprint to provide to the State information regarding non-State agency customers. As Sprint provides Products and Services to its customers, Sprint develops information about the quantity, technical configuration, type and destination of Products and Services each customer uses, and other information found on each customer's bill ("CPNI"). Under federal law, each 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 each customer's CPNI, including using authentication procedures when such 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 a customer. 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.

For State agencies, Sprint's monthly billing and reporting provides minute usage by billed phone number in addition to user agencies. Our electronic billing and reporting products, eBilling and Analysis (eBA), Enhanced Account Management, and Smart CD Online, allow you to view detailed usage information, in convenient online format, increasing your control over your wireless solution. These tools allow you to customize the presentation and format of your billing data across all hierarchies into useful tables, graphs, or projections.

4.4 BILLING

4.4.1 State Agencies shall have the ability to change rate plans on a particular line without any fee or charge to the agency.

State Agencies and Authorized Users will have the ability to modify rate plans on an as needed basis without incurring a fee. If your minutes of use decrease, modifications to the agreement are often unnecessary. The agreement provides a selection of standard business plans that offer a range of prices and minutes of use. When the needs of individual employees or groups of

employees change, plans may be changed from among these standard business plans to meet those needs at no charge. The State Agencies and Authorized Users' Monthly Recurring Charge may increase dependent on the rate plan selected.

4.4.2 It will be the responsibility of the successful vendor(s) to bill the individual spending units based on their individual requirements. Options may include:

- A separate bill per service line requested
- Aggregate billing by agency geographic location
- Aggregate billing for the spending unit (Time aggregation would only be expected at the aggregated bill level and not across spending units.)

Sprint will provide the individual spending units with detailed or summary paper invoices for the corporate liable account. There is no charge for the detailed paper invoice unless you also receive an electronic billing product. For employee-purchased accounts, invoices are sent directly to the individual-liaise for the account. Invoices are available in a summary or detailed format, per the customer's request.

4.4.3 This billing shall be provided in a pre-approved format, as agreed upon by both the vendor(s) and the State. These bills will be delivered to the State on a prearranged delivery date, mutually agreed upon by the State and the vendor(s). Billing at a minimum should detail, for each line active on that bill, the following:

- User Name
- * Cellular Number
- Office (landline) Number
- Supervisor's Name
- Supervisor's Office (landline) Number
- Department
- *Agency Name
- Unit Name
- Org. Number
- *Bill to address
- Plan level
- *Date and time of call or data transaction
- *Number called
- *Duration of call or size of data transmission
- *Cost of call or data transmission
- *Overage charges, if applicable
- *Fees

Sprint will provide the bill detail shown above for each active line on the invoice as agreed upon by Sprint and the State.

4.4.7 The State of WV will not pay activation fees, disconnection fees, early termination fees, upgrade fees, or roaming fees, within the designated "home area," as part of this contract.

Sprint will waive Activation and Early Termination Fees for the State. Roaming fees are dependent on the plan selected by the State. Sprint does not charge upgrade fees and such however, devices for upgrades are purchased at the current flat rate price. Refer to Sprint's draft Wireless Agreement included in the response.

4.4.8 Vendor(s) must include, per telephone number and/or IP address, all fees (USF, Administrative Fees, etc.) listed separately, as part of the base monthly rate. These fees must be specifically identified in the vendor(s)' response. The state cannot pay any tax, fee or surcharge that is not specifically mentioned as part of the contract or is not included as part of the base monthly rate. The State of West Virginia is exempt from all Federal and West Virginia State taxes.

Sprint will honor any valid and properly executed tax exemption certificates provided by the State. The following are taxes/surcharges applicable:

| | | | | | |
|---------|---------------------------------------|----------|----------|--------|--------|
| Federal | 40 - Universal Service Fund Surcharge | 3.5100% | Percent | \$0.00 | \$3.51 |
| State | 63 - 911 - Wireless only | \$3.0000 | Flat Fee | \$0.00 | \$3.00 |
| City | 50 - Excise Tax | 2.0000% | Percent | \$0.00 | \$1.56 |

The Government Taxes and Fees and/or Sprint surcharges and their respective rates included are subject to change at any time. The interpretation of state and local tax laws is subject to change at all times. Consequently, the applicability to the specified services of Government Taxes and Fees and Sprint Surcharges, as well as additional Government Taxes and Fees and Sprint Surcharges, not listed or not in existence at this time, is subject to change without warning or notification.

5.0 AWARD

5.1 This contract may consist of awards to multiple vendor(s) required to cover all features as described in the RFQ and all geographic areas of West Virginia in which the State needs service. The vendor(s) is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the vendor(s) to be the sole point of contact with regard to all contractual matters. The vendor(s) may enter into written subcontracts for performance of work under the contract; however, the vendor(s) is totally responsible for payment of all subcontractors.

Sprint has read and understands and does not plan on utilizing subcontractors for work under this contract.

5.2 Inter-State Agreements

The State reserves the right to utilize inter-state agreements, such as the Western States Contracting Alliance (WSCA), or GSA pricing schedule, to purchase equipment and service, outside of the terms and conditions of any contract resulting from an award of this RFQ.

Sprint understands the State reserves the right to utilize inter-state agreements, such as the Western States Contracting Alliance (WSCA), or GSA pricing schedule, to purchase equipment and service. Sprint is a vendor under S1253 WSCA Agreement if the State decides to purchase Sprint Products and Services pursuant to the terms, conditions and pricing of those agreements.

5.3 Separate and Independent Government Agreements

Through an Agreement direct with Sprint, the State can authorize all governmental entities and political subdivisions within the State of West Virginia including local agencies, municipalities, counties, public healthcare agencies, public utilities, public schools and public institutions of higher education ("Additional Purchasers") to use this Agreement to obtain Sprint Products and Services

through the issuance of Purchase Orders and without further formal agreement. The State of West Virginia shall not be held liable for the obligations between the Additional Purchaser and Sprint.

The Vendor(s) may make the products and services requested in this RFQ available to county and local municipalities, as well as any other official boards and commissions deemed eligible as legitimate, governmental entities. If the Vendor(s) exercises this option, the State will not be liable for billing, management or any other services related to these separate, independent agreements.

Sprint understands the Request for Quotation Cphone11 will result in a statewide contract for integrated cellular communications.

6.0 CHANGES AFTER THE AWARD

6.1 Upgrades

Due to continuing evolution of cellular technology and constant changes in each vendor's capabilities, the winning vendor(s) will have the opportunity to present the Chief Technology Officer information about new products, new services and new coverage areas offered for the State's consideration as well as proposed pricing. The Office of Technology will do an analysis of each proposal to ensure the products and services offered continue to meet the State's needs in a cost-effective manner. The Office of Technology will also compare these offerings with offerings available in the marketplace to ensure that the proposal is competitive, reasonable and proven. Only vendor(s) awarded contracts from the original RFQ may participate in this upgrade of the State's integrated cellular services. If the proposed change is accepted by the Office of Technology, they must be processed through and approved as a change order by the Purchasing Division.

Sprint has read, understands and will present information about new products, services, coverage areas and new and/or updated pricing to the Chief Technology Officer. Where the products, services and pricing affect the current contract, Sprint will present these changes for approval through a formal amendment and/or change order.

CPhone11 Cost Sheets

Cost Sheet 1 of 5

| | Unit Cost |
|--|-----------------------|
| Equipment Package 1: * Sanyo Vero SCP3820 | Flat Rate Price: Free |
| Equipment Package 2: * Samsung SEEK SPHM350PKS | Flat Rate Price: Free |
| Equipment Package 3: * Kyocera Echo SCP9300 | Flat Rate Price: Free |
| Equipment Package 4:* Blackberry Style SPRIM9670 | Flat Rate Price: Free |

**Prices shown are based on recommended current equipment offering and subject to change. Equipment pricing does not include applicable taxes/surcharges. Standard Sprint devices include AC power/charger, battery and user manual. One year manufacturer warranty covered on Sprint devices.*

Equipment package – cost of handset, AC Power Adapter/Charger, Battery and User Manual and related maintenance and support services provided by the manufacturer's warranty. Please add additional packages as necessary.

Cost Sheet 2 of 5

| | Price Plan* | Included Minutes | Additional Lines | Roaming Charges | Overage Fees | SMS Text | Unlimited Data Package |
|------------------------------|-------------|------------------|------------------|-----------------------|--------------|---|------------------------|
| Basic Voice Plan | | | | | | | |
| 100 minutes minimum | \$29.99 Net | 400 | \$16.00 Net | Included at no charge | \$0.40/min | 500 minutes free text;1000 for \$2.50 MRC per user (Net); Unlimited text for \$5.00 MRC per user (Net) | |
| 250 minutes | \$29.99 Net | 400 | \$16.00 Net | Included at no charge | \$0.40/min | 500 minutes free text;1000 for \$2.50 MRC per user (Net); Unlimited text for \$5.00 MRC per user (Net) | |
| Unlimited minutes | \$59.99 Net | Unlimited | \$59.99 Net | Included at no charge | | Unlimited | |
| | | | | | | | |
| Basic Voice/Data Plan | | | | | | | |
| 100 minutes minimum | \$37.49 Net | 400 | \$23.50 Net | Included at no charge | \$0.40/min | 500 minutes free text;1000 for \$2.50 MRC per user (Net); Unlimited text for \$5.00 MRC per user (Net) | |
| 250 minutes | \$37.49 Net | 400 | \$23.50 Net | Included at no charge | \$0.40/min | 500 minutes free text;1000 for \$2.50 MRC per user (Net); Unlimited text for \$5.00 MRC per user (Net) | |
| Unlimited minutes | \$59.99 Net | Unlimited | \$59.99 Net | Included at no charge | | Unlimited | Unlimited data package |

| | | | | | | | |
|--|-------------|-----------|-------------|-----------------------|--|-----------|------------------------|
| Unlimited minutes and data | \$89.99 Net | Unlimited | \$89.99 Net | Included at no charge | | Unlimited | Unlimited data package |
| | | | | | | | |
| Basic Data Plan | | | | | | | |
| Good Enterprise data package | | | | | | | \$27.50 Net |
| RIM BlackBerry Enterprise data package | | | | | | | \$22.99 Net |
| Air Cards | | | | | | | \$37.99 Net |
| MiFi | | | | | | | \$29.99 Net |

**Prices shown above are Net based on 25% rate plan discounts and plans offered in draft Sprint Wireless Agreement. Prices do not include applicable taxes/surcharges.*

Plan Price – Monthly Cost of Plan (including all fees) –

Included Minutes – the number of minutes included in the Plan Bid

Additional lines – Cost of each additional line if employees are sharing minutes

Roaming Charges – Cost of Roaming Minutes if out of state. See Section 2.0 for definition of Roaming

Overage Charges – Cost of minutes used over the minutes of the Plan as specified in Bid

SME Text – Cost of Text messages, i.e., cost per message, per line, per 1000 mb)

Unlimited Data Package – The state request only an unlimited data package

Cost Sheet 3 of 5

Items – These are samples – please add items that you normally sell with your product line.

| Item | Manufacturer/Model | Price per Unit* |
|---|-----------------------|-----------------|
| Standard Battery - Kyocera Echo | Magnadyne/BSY1384 | \$44.99 |
| All-in-one vehicle and wall charger | Magnadyne/PRX0311V | \$39.99 |
| USB Vehicle Charger | Magnadyne/PVX9501R | \$24.99 |
| Micro-USB Vehicle Charger | Magnadyne/PVX8721R | \$34.99 |
| Holster - Kyocera Echo | Technocel/CHY4567R | \$19.99 |
| Leather Pouch - Kyocera Echo | Technocel /CFY7100R | \$24.99 |
| Plantronics Explorer 395 Bluetooth® Headset | Plantronics /HBX0395Q | \$49.99 |
| Plantronics Voyager HD Bluetooth Headset | Plantronics /HBX3145Q | \$99.99 |
| Samsung Galaxy Tab 10.1 Multimedia Dock | Samsung/EVS3245Q | \$49.99 |
| | | |
| | | |

** Sprint is offering a 20% discount off accessories per the attached draft Wireless Agreement. Prices for above accessories are standard recommended offerings and subject to change. Accessory pricing does not include applicable taxes/surcharges. Please visit the Sprint website for the latest information and pricing at www.sprint.com.*

| | | | | | | | |
|--|-------------|-----------|-------------|-----------------------|--|-----------|------------------------|
| Unlimited minutes and data | \$89.99 Net | Unlimited | \$89.99 Net | Included at no charge | | Unlimited | Unlimited data package |
| | | | | | | | |
| Basic Data Plan | | | | | | | |
| Good Enterprise data package | | | | | | | \$27.50 Net |
| RIM BlackBerry Enterprise data package | | | | | | | \$22.99 Net |
| Air Cards | | | | | | | \$37.99 Net |
| MiFi | | | | | | | \$29.99 Net |

**Prices shown above are Net based on 25% rate plan discounts and plans offered in draft Sprint Wireless Agreement. Prices do not include applicable taxes/surcharges.*

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Roaming Charges – Cost of Roaming Minutes if out of state. See Section 2.0 for definition of Roaming

Overage Charges – Cost of minutes used over the minutes of the Plan as specified in Bid

SME Text – Cost of Text messages, i.e., cost per message, per line, per 1000 mb)

Unlimited Data Package – The state request only an unlimited data package

Cost Sheet 3 of 5

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| Item | Manufacturer/Model | Price per Unit* |
|---|-----------------------|-----------------|
| Standard Battery - Kyocera Echo | Magnadyne/BSY1384 | \$44.99 |
| All-in-one vehicle and wall charger | Magnadyne/PRX0311V | \$39.99 |
| USB Vehicle Charger | Magnadyne/PVX9501R | \$24.99 |
| Micro-USB Vehicle Charger | Magnadyne/PVX8721R | \$34.99 |
| Holster - Kyocera Echo | Technocel/CHY4567R | \$19.99 |
| Leather Pouch - Kyocera Echo | Technocel /CFY7100R | \$24.99 |
| Plantronics Explorer 395 Bluetooth® Headset | Plantronics /HBX0395Q | \$49.99 |
| Plantronics Voyager HD Bluetooth Headset | Plantronics /HBX3145Q | \$99.99 |
| Samsung Galaxy Tab 10.1 Multimedia Dock | Samsung/EVS3245Q | \$49.99 |
| | | |
| | | |

* *Sprint is offering a 20% discount off accessories per the attached draft Wireless Agreement. Prices for above accessories are standard recommended offerings and subject to change. Accessory pricing does not include applicable taxes/surcharges. Please visit the Sprint website for the latest information and pricing at www.sprint.com.*

Cost Sheet 4 of 5

Items – These are samples – please add items that you normally sell with your product line.
Manufacturer/Model – provide manufacturer and model number
Length of Warranty – provide length of warranty
Price Per Unit – provide price per unit
Optional yearly warranty – provide price for additional year after length of warranty included in price

| Item | Manufacturer/Model | Length of Warranty | Price Per Unit | Optional Yearly Warranty |
|-------------------------------|---------------------|---------------------|--|--------------------------|
| Dell Inspiron Mini 1012 3G/4G | DEL1012NBK | Manufacturer 1 year | \$49.99 | N/A |
| Dell Inspiron 11z 3G/4G | DEL11ZNBK(Dell 11Z) | Manufacturer 1 year | \$149.99 | N/A |
| Samsung Galaxy Tab | SPHP1TABLT | Manufacturer 1 year | \$199.99 Flat Rate State Price Offering: \$99.99* *Based on \$100 local discretionary credit offering not to exceed 200 units. | N/A |
| | | | | |

Prices shown are subject to change and do not includes applicable taxes/surcharges.

Cost Sheet 5 of 5

Please identify and describe any fees that will be added to your costs, i.e., USF fee.

| | | | | | |
|---------|---------------------------------------|----------|----------|--------|--------|
| Federal | 40 - Universal Service Fund Surcharge | 3.5100% | Percent | \$0.00 | \$3.51 |
| State | 63 - 911 - Wireless only | \$3.0000 | Flat Fee | \$0.00 | \$3.00 |
| City | 50 - Excise Tax | 2.0000% | Percent | \$0.00 | \$1.56 |

The Government Taxes and Fees and/or Sprint surcharges and their respective rates included are subject to change at any time. The interpretation of state and local tax laws is subject to change at all times. Consequently, the applicability to the specified services of Government Taxes and Fees and Sprint Surcharges, as well as additional Government Taxes and Fees and Sprint Surcharges, not listed or not in existence at this time, is subject to change without warning or notification.

Sprint Draft Wireless Agreement

Refer to the draft Sprint Wireless Agreement on the following pages.

GOVERNMENT WIRELESS SERVICES AGREEMENT

THIS GOVERNMENT WIRELESS SERVICES AGREEMENT is made between **Sprint Solutions, Inc.** as contracting agent for the affiliated Sprint and Nextel entities providing the Products and Services ("Sprint"), and **STATE OF WEST VIRGINIA, DEPARTMENT OF ADMINISTRATION** ("Customer").

1. GENERAL.

- 1.1 Eligibility.** The terms and conditions of this Agreement have been customized for federal, state, and local government entities and agencies. Sprint defines "government entities and agencies" as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges. Sprint recognizes that under certain circumstances, non-governmental entities may be permitted to purchase Products and Services under this Agreement. For non-governmental entities, Sprint may limit the applicability of any contractual provisions specifically based on governmental rights and privileges.
- 1.2 Rates and Conditions Website.** Customer's use of Sprint Products or Services is also governed by the applicable Product and Service annexes attached to this Agreement and posted at <http://www.sprint.com/ratesandconditions>.
- 1.3 Order of Precedence.** Customer's solicitation for proposals and Sprint's response (if any) are incorporated into the Agreement by this reference. If a conflict exists among provisions within the documents that form the Agreement, the following order of precedence will apply: (a) this Agreement, including all relevant attachments; (b) posted or referenced terms; (c) Sprint's response to Customer's request for proposal or similar solicitation (if any); and (d) Customer's solicitation (if any). Furthermore, specific terms will control over general provisions and negotiated, added, or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law.
- 1.4 Resale.** Customer acknowledges and agrees that this is a retail purchase agreement for use only by Customer and its other Sprint-authorized end users as set forth in this Agreement. Customer may not resell or lease wireless Products and Services under this Agreement. Notwithstanding the foregoing, Customer may participate in the Sprint Wireless Recycling Program.
- 1.5 Additional Purchasers.** Customer authorizes all governmental entities and political subdivisions within the State of West Virginia including local agencies, municipalities, counties, public healthcare agencies, public utilities, public schools and public institutions of higher education ("Additional Purchasers") to use this Agreement to obtain Sprint Products and Services through the issuance of purchase orders and without further formal agreement. Such Additional Purchaser's submission of a purchase order to Sprint seeking the terms provided hereunder shall act as such Additional Purchaser's acceptance of, and agreement to be bound by, the terms and conditions contained herein in the same manner as they apply to Customer. The Customer shall not be held liable for the obligations between the Additional Purchaser and Sprint.

- 2. TERM.** This Agreement is binding once signed by both parties. The term of the Agreement is twelve (12) months ("Term"), beginning on the Effective Date. The term may be extended upon the mutual written agreement of both parties for up to two consecutive 12 month periods.

- 3. ATTACHMENTS.** The following attachments are incorporated into this Agreement by reference:

Attachment A: Wireless Services Term and Volume Discount
Attachment A-1: Nationwide Sprint Network Business Plans & Policies
Attachment A-2: Wireless Machine-to-Machine Services (Government Customer)
Attachment B: Wireless Services Product Annex
Attachment C: Wireless Machine-to-Machine Services Product Annex

4. ORDERS AND CHARGES.

4.1 Orders.

- A. Rates.** During the Term, Customer will pay Sprint the rates and charges for Products or Services as set forth in this Agreement.
- B. Issuance and Acceptance.** Only persons authorized by Customer will issue Orders under the Agreement. Sprint may accept an Order by (1) signing and returning a copy of the Order to Customer; (2) delivering any of the Products or Services ordered; (3) informing Customer of the commencement of performance; or (4) returning an acknowledgment of the Order to Customer.
- C. Cancellation or Rejection.** Customer may cancel an Order at any time before Sprint ships the Order or begins performance, but Customer must pay any actual costs incurred by Sprint due to Customer's cancellation. Sprint may reject or cancel an Order for any reason, including Customer's negative payment history with Sprint, failure to meet Sprint's ongoing credit approval, or limited availability of the Product or Service ordered. Sprint will notify Customer of rejected or canceled Orders.

D. Customer Purchase Orders. Customer purchase orders are binding only upon acceptance in writing by Sprint. The terms and conditions in any Customer-issued purchase order accepted by Sprint will have no force or effect other than to denote quantity, the Products or Services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.

4.2 Fixed Rates and Percentage Discounts. The rates and discounts identified in the pricing Attachments will remain fixed for the Term (unless stated otherwise in the applicable Attachment). Rates and discounts not fixed in the pricing Attachments will be based on the then-current list price at the time of purchase. 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.

4.3 Rate Adjustments. Sprint may impose on Customer additional regulatory fees, administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs. These fees, charges or surcharges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC") 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.

4.4 Taxes.

A. Taxes Not Included. Sprint's rates and charges for Products and Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on, or based upon, the provision, sale or use of Products or Services. Additional information on the taxes, fees, charges, and surcharges collected by Sprint is posted on the Rates and Conditions Website.

B. Withholding Taxes. Notwithstanding any other provision of this Agreement, if a jurisdiction in which Customer conducts business requires Customer to deduct or withhold separate taxes from any amount due to Sprint, Customer must notify Sprint in writing. Sprint will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to Sprint will not be less than the amount Sprint would have received without the required deduction or withholding.

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

5. BILLING AND PAYMENT.

5.1 Invoicing.

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

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

5.3 Disputed Charges. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer (A) makes timely payment of all undisputed charges; and (B) within 30 days of the due date, provides Sprint with a written explanation of Customer's reasons for disputing the charge. Customer must cooperate with Sprint to resolve

promptly any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify Customer and, within 5 business days of receiving notice, Customer must pay the charge or invoke the dispute resolution process in this Agreement. If Sprint determines in good faith, that the disputed charge is invalid, Sprint will credit Customer for the invalid charge.

5.4 Repayment of Credits or Waived Charges. If, before the end of the Term, Sprint terminates an Order, a Service or the Agreement due to Customer's material breach, or Customer terminates a Service or the Agreement (unless due to Sprint's material breach), 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.

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

7. WARRANTIES. EXCEPT AS, AND ONLY TO THE EXTENT, EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE.

8. EQUIPMENT AND SOFTWARE.

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

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

8.3 Software License.

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

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

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

9. 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.

10. CUSTOMER RESPONSIBILITIES.

- 10.1 Installation.** For Products or Services requiring on-site installations, Customer will reasonably cooperate with Sprint or Sprint's agents to enable Sprint or its agents to install the Products or Services. Customer is responsible for damage to Sprint-owned Products and Services located on Customer premises, excluding reasonable wear and tear or damage caused by Sprint.
- 10.2 Use of Products and Services**
- A. Acceptable Use Policy.** If Customer purchases Products or Services, Customer must conform to the acceptable use policy posted at <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by Sprint.
 - B. Abuse and Fraud.** Customer will not use Products or Services: (1) for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted unauthorized access to, or alteration, abuse, or destruction of information; or (2) in any manner that causes interference with Sprint's or another's use of the Sprint network. Customer will cooperate promptly with Sprint to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.
 - C. Permits, Licenses and Consents.** Customer will obtain, all required permits, licenses, or consents that Customer is required to obtain to enable Sprint to provide (e.g., landlord permissions, tax exemption certificates, software licenses, or local construction licenses) the Products and Services. This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business.
 - D. Resale Prohibited.** Customer may not resell or lease wireless Products or Services.

11. PRIVACY, CONFIDENTIAL INFORMATION AND DISCLOSURE.

- 11.1 Nondisclosure.** Neither party will disclose the other party's Confidential Information to any third party except as expressly permitted in this Agreement. This obligation will continue until 2 years after this Agreement expires or terminates. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. In addition, either party may disclose this Agreement to an entity that is an Affiliate of Customer on the Effective Date, provided that the Affiliate has signed (a) an Affiliate Enrollment Form or (b) a non-disclosure agreement reasonably acceptable to Sprint and Customer. The parties will use Confidential Information only for the purpose of performing under 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.
- 11.2 Injunction.** The parties acknowledge that Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of this Agreement, the Discloser may seek a temporary restraining order and Injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who has breached or threatened to breach its nondisclosure obligations under this Agreement will not raise the defense of any adequate remedy at law.
- 11.3 Customer Proprietary Network Information.** As Sprint provides Products and Services to Customer, Sprint develops information about the quantity, technical configuration, type and destination of Products and Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. For example, Sprint implements safeguards that are designed to protect Customer's CPNI, including using authentication procedures when Customer contacts Sprint. For some business accounts with a dedicated Sprint representative, Sprint may replace standard authentication measures with a pre-established point of contact for Customer.
- 11.4 Privacy.** Sprint's privacy policy, as amended from time to time, is available at www.sprint.com/legal/privacy.html. The privacy policy includes information about Sprint's customer information practices and applies to the provisioning of the Products and Services.
- 11.5 FOIA.** Sprint acknowledges that the Agreement and the Confidential Information may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively "FOIA"). Customer will provide Sprint with prompt notice of any FOIA requests or intended disclosures, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of Sprint Confidential Information.

12. LIMITATIONS OF LIABILITY.

- 12.1 Direct Damages.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under this Agreement (other than Service disruptions) is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or tangible personal property, caused by the party's negligent or willful misconduct; or (B) proven direct damages for all other claims arising out of this Agreement, excluding Service disruptions, not to exceed in the aggregate, in any 12 month period, an amount equal to Customer's total net payments for the affected Services purchased in the 6 months prior to the event giving rise to the claim. Customer's payment obligations and Sprint's indemnification obligations under this Agreement are excluded from this provision.
- 12.2 Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- 12.3 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: (a) a prorated portion of the applicable MRC based on the time period wireless Services are not available, and (b) a refund of the net purchase price of affected wireless Products.
- 12.4 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.
- 12.5 Content.** Sprint is not responsible or liable for the content of any information transmitted, accessed or received by Customer through Sprint's provision of the Products and Services, excluding content originating from Sprint.
- 12.6 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.

13. INDEMNIFICATION.

- 13.1 Personal Injury, Death or Damage to Personal Property.** Sprint will indemnify and defend Customer, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, 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, in whole or in part, from the negligence or willful misconduct of Sprint or its subcontractors, directors, officers, employees or authorized agents.
- 13.2 Intellectual Property.** 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 and expense, either;

(A) procure the right for Customer to continue using the Services;

- (B) replace or modify the Services with comparable Services; or
- (C) terminate the Services.

- 13.3 Rights of Indemnified Party.** To be indemnified, Customer must (A) give Sprint prompt written notice of the claim, (B) give Sprint full and complete authority, information and assistance for the claim's defense and settlement, and (C) not, by any act including but not limited to any admission or acknowledgement, materially prejudice Sprint's ability to satisfactorily defend or settle 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. Customer 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.
- 13.4 Exclusive Remedy.** The provisions of this "Indemnification" Section states the entire liability and obligations of Sprint and any of its Affiliates or licensors, and the exclusive remedy of Customer, with respect to any claims identified in this section.

14. TERMINATION.

14.1 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 resale restrictions contained in Section 1.4 "Resale".
- 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, as well as any applicable charges identified in the "Effects of Termination" Section.

14.2 Customer Right to Terminate.

- A. **Material Failure.** Customer may terminate a Product or Service if Sprint materially fails to provide the Product or Service, Customer provides Sprint with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, Sprint fails to cure the material failure within the 30-day cure period, and Customer provides Sprint with written notice of Sprint's failure to cure and Customer's election to terminate the affected Product or Service. Sprint's material failure does not include a failure caused by Customer or a failure identified in the "Force Majeure" section.
- B. **Termination for Convenience.** Customer may terminate this Agreement during the Term by providing 30 days' written notice to Sprint. If Customer exercises its right to terminate for convenience, Customer must pay Sprint all fees and charges for Products and Services received up to the effective date of termination.
- C. **Termination for Nonappropriation.** Customer may terminate this Agreement at the end of the then-current fiscal period, without incurring any form of payment liability in excess of previously appropriated amounts, only when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement for the following fiscal year ("Termination for Non-appropriation"). Following Termination for Non-appropriation, Customer will not be obligated for payments for any fiscal period after the effective date of termination. Customer 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, Customer will provide supplemental documentation regarding the non-appropriation of funds. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied. If Customer terminates the Agreement in part or in whole under this nonappropriation provision, Customer will not obtain the Services or functional equivalents from any other provider for a period of 180 days from after the effective date of termination.

14.3 Effects of Termination.

- A. **Service Charges.** Customer remains obligated to pay all Service charges incurred up to the effective date of termination for each terminated Corporate Liabe Active Unit.
- B. **Individual Liabe.** Individual Liabe Active Units are subject to the order term requirements and other obligations in the separate subscriber agreement between Sprint and the Employee.

- 15. 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.

16. DEFINITIONS.

- 16.1 **"Affiliate"** is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights. For purpose of this Agreement, Clearwire Corporation is not included as an Affiliate of Sprint.
- 16.2 **"Commencement Date"** is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges.
- 16.3 **"Confidential Information"** means nonpublic information (A) about Discloser's business; (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with this Agreement; and (C) that Recipient knows or reasonably should know is confidential because of its legends and markings, the circumstances of its disclosure, or the nature of the information. Confidential Information includes but is not limited to: trade secrets; financial information; technical information including research, development, procedures, algorithms, data, designs, and know-how; business information including operations, planning, marketing plans, and products; and the pricing and terms of the Agreement including related discussions, negotiations, and proposals.
- 16.4 **"Discloser"** means the party disclosing Confidential Information.
- 16.5 **"Domestic"** means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Product specific Terms.
- 16.6 **"Effective Date"** is the date the last party signs this Agreement.
- 16.7 **"Network" or "Networks"** means the wireless and wireline transmission facilities owned and operated by Sprint or on Sprint's behalf by third parties under management agreements with Sprint.
- 16.8 **"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.
- 16.9 **"Order Term"** means the term designated for an individual Order.
- 16.10 **"Preferred Pay Program"** provides a discount to Sprint customers for remitting payment using cash, check or electronic funds transfer. Customer must contact its assigned Sprint representative for further information, including eligibility requirements.
- 16.11 **"Product(s)"** includes equipment, hardware, software, cabling or other materials sold or leased to Customer by or through Sprint as a separate item from, or bundled with, a Service.
- 16.12 **"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.
- 16.13 **"Rates and Conditions Website"** means the website found at <http://www.sprint.com/ratesandconditions/>.
- 16.14 **"Recipient"** means the party receiving Confidential Information.
- 16.15 **"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.
- 16.16 **"Sprint Wireless Recycling Program"** - provides two options for recycling used wireless devices, including accessories: (1) the Sprint buyback program provides Sprint customers with an account credit for returning to Sprint certain previously sold Sprint or Nextel wireless devices, and (2) the Sprint project connect program accepts any wireless device and uses the net proceeds that result from those devices to fund community-based initiatives such as Sprint's 4NetSafety Program. The 4NetSafety Program promotes Internet safety for children. For more information on the Sprint Wireless Recycling Program, including wireless devices eligible for the Sprint buyback program, go to Sprint.com/recycle.

17. MISCELLANEOUS.

- 17.1 **Compliance with Law.** Each party will comply with all applicable laws in performance of its obligations under this Agreement.
- 17.2 **Independent Contractor.** Sprint provides Products and Services to Customer as an independent contractor. This Agreement does not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or Affiliates.
- 17.3 **No Waiver of Rights.** The failure to exercise any right under this Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.

- 17.4 No Third Party Beneficiaries.** This Agreement's benefits do not extend to any third party.
- 17.5 Governing Laws.** This Agreement will be governed by the laws of the state where Products or Services are received by Customer, without regard to its choice of law principles. This English version of this Agreement will prevail over any foreign version.
- 17.6 Dispute Resolution.**
- A. Jury Trial Waiver.** The parties mutually, expressly, irrevocably and unconditionally waive trial by jury and any right to proceed as lead plaintiff, class representative, or other representative capacity for any class action proceedings arising out of or relating to this Agreement or an Order. This subsection survives the termination of this Agreement.
- B. Arbitration.** If the parties mutually agree, any dispute arising out of or relating to the Agreement may be finally settled by arbitration, including claims relating to the negotiations and the inducement to enter into the Agreement. However, if the jury trial waiver is held to be unenforceable by a court, then arbitration is mandatory. Any arbitration must be held in accordance with the rules of the CPR Institute for Dispute Resolution and governed by the United States Arbitration Act, 9 U.S.C. § 1 et seq. All arbitration proceedings for disputes relating to Domestic Products or Services will be held in Kansas City, MO metropolitan area. If the dispute relates to Sprint's provision of Non-Domestic Products or Services, all arbitration proceedings will be conducted in the English language pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The place of arbitration for disputes related to Non-Domestic Products or Services in New York, NY, USA. Any arbitration proceeding will not include class action arbitration.
- 17.7 Assignment.** Neither party may assign any rights or obligations under this Agreement without prior written consent of the other party, except that Sprint may assign this Agreement to a parent company, controlled Affiliate, Affiliate under common control or an entity that has purchased all or substantially all of its assets upon written notice to Customer.
- 17.8 Amendments / Alterations.** This Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to this Agreement are not valid unless accepted in writing by both parties.
- 17.9 Notice.** Notices required under this Agreement must be submitted in writing to the party's address for notice listed in this Agreement or an Order and, in the case of a dispute, notices must also be sent to:
- | | |
|--|--|
| Sprint: Attn: Legal Dept. – Public Sector 12502 Sunrise Valley Drive MS: VARESA0208 Reston, VA 20196 Fax: (703) 433-8798 | Customer: _____ _____ _____ _____ |
|--|--|
- 17.10 Severability.** If any provision of this Agreement is found to be unenforceable, this Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 17.11 URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in this Agreement include any successor URLs designated by Sprint.
- 17.12 Survivability.** The terms and conditions of this Agreement regarding confidentiality, indemnification, warranties, nonappropriations, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.
- 17.13 Entire Agreement.** This Agreement, including all referenced Attachments, documents, annexes, or exhibits, and related Orders, constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.

18. **PRICING EXPIRATION.** To become effective, this Agreement must be: (a) signed by an authorized Customer representative; (b) delivered to Sprint; and (c) signed by a Sprint officer or authorized designee. Upon expiration of this Agreement, Sprint, at its option, may continue to provide some or all of the Products and Services on a month-to-month basis under the terms, conditions and pricing in this Agreement or the applicable Attachments, excluding minimum commitments, or, with advance notice, at standard list pricing, until either party provides 30 days advance written notice to terminate.

**STATE OF WEST VIRGINIA, DEPARTMENT OF
ADMINISTRATION SERVICES**

SPRINT SOLUTIONS, INC.

as contracting agent on behalf of the applicable Sprint
affiliated entities providing the Products and Services

DRAFT

By: _____
Authorized Signature

Date: _____

Name and Title: _____
(please type or print)

Address: _____

DRAFT

By: _____
Authorized Signature

Date: _____

Name and Title: Michaela Clairmonte, Manager –
(please type or print) Contract Negotiations & Management

Address: 12502 Sunrise Valley Drive
Mailstop: VARESA0208
Reston, VA 20196

ATTACHMENT A
WIRELESS SERVICES TERM AND VOLUME DISCOUNT

1. GOVERNMENT DISCOUNT PROGRAM ("GDP").

- 1.1 Effective Date of Discounts.** For Corporate-Liable Active Units activated during the Term of the Agreement, the discounts below apply no later than 60 days after the date of activation. For Corporate-Liable Active Units activated prior to the Commencement Date under pre-existing agreement(s) between Sprint and Customer, Sprint will apply the discounts below no later than 60 days after the Commencement Date. Individual-Liable Active Units are eligible for the discounts below after contacting a Sprint representative and meeting the eligibility requirements in Section 2.1.
- 1.2 Government Discount.** The Government Discount, described in the table below, is a percentage discount off the eligible monthly recurring charges ("MRCs") charged for Corporate-Liable Active Units.

| Network | Government Service Pricing Discount | Individual-Liable Service Pricing Discount |
|-------------------------|-------------------------------------|--|
| Sprint National Network | 25% | 15% |

- 1.3 How Calculated.** Unless otherwise noted in applicable Attachment or sub-attachments, Service Pricing Discounts apply to eligible monthly recurring charges ("MRC") before taxes and surcharges and after application of credits, other discounts, and rebates. Overage, usage-based, and third party applications and services, certain business plan, add-ons, and other charges (including certain network specific products and services), are not eligible for Service Pricing Discounts. Service Pricing Discounts may apply to the MRC of certain promotional rate plans which Sprint may offer on a limited time basis, at Sprint's discretion.
- 1.4 Eligibility.** Only Active Units that are included in Customer's Sprint account hierarchy are eligible for the GDP. It may take up to 2 invoicing cycles to move pre-existing Active Units to the same invoicing cycle in order to start receiving the Government Discount. Customer's contractors, suppliers, and any non-government, non-authorized agencies working with Customer are not eligible for the Government Discount.

2. EMPLOYEE DISCOUNT PROGRAM.

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

3. WIRELESS MINIMUM SERVICE TERM REQUIREMENT

- 3.1 Minimum Service Term.** Wireless Services require a minimum service term ("Minimum Service Term") that begins on the wireless device activation date and ends on the expiration of the device Minimum Service Term or the Business Plan Minimum Service Term, whichever is later. Minimum Service Term(s) are available at Customer's My Sprint Business account or by contacting Customer's Sprint Account Representative.
- 3.2 Advanced Devices.** Sprint may designate certain Corporate-Liable Active Units as "Advanced Devices." Advanced Devices include, but are not limited to: (1) a mobile computing devices, such as a tablet, netbook or notebook; or (2) Smartphones.

4. ELECTRONIC BILLING PRODUCTS

- 4.1** Except for the Consolidated Invoice product, the following electronic billing products provide Corporate-Liable Active Unit call detail record information:

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

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

4.2 Customer may choose any combination of electronic billing products. Sprint reserves the right, upon 60 days' prior written notice, to migrate Customer to an updated or successor version of the selected electronic billing product if available or to an entirely new electronic billing product.

4.3 There are no charges associated with the electronic billing products listed above.

4.4 Customer must comply with the Electronic Invoice Reporting and Analytics Product Annex, which is incorporated into this Agreement as posted to the Rates and Conditions Website as of the date Customer signs the Agreement.

5. WIRELESS DEVICES.

5.1 Wireless Device Discount; Upgrade Terms; Exclusions.

A. **Wireless Device Discount.** New Corporate-Liable Active Units are eligible for a discounted device price with a device Minimum Service Term of 24 months. The discounted device price is at least equal to the 2-Year Net Price and is available by contacting Customer's Sprint Account Representative. Sprint may offer a different discounted device price for devices with a different device Minimum Service Term. The devices offered with this discounted device price may change at any time in Sprint's sole discretion. This discounted device offer may not be available in all sales channels.

B. **Upgrade Terms.** Existing Corporate-Liable Active Units may be upgraded or replaced after 20 months of continuous service with a new device Minimum Service Term. Sprint may offer different upgrade terms for devices with a different discounted device price.

C. **Exclusions.** The 2-Year Net Price does not apply to PowerSource devices or devices activated on the Nextel National Network ("Excluded Devices"). The discounted device price and device Minimum Service Term for Excluded Devices are available by contacting Customer's Sprint Account Representative and may change at any time in Sprint's sole discretion.

5.2 **Activation Fees.** A nonrefundable activation fee of \$36 applies to each Customer billing account that is created during the Term. Activation fees for Individual-Liable Active Units are governed by Sprint's consumer subscriber agreement.

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

6. **ACCESSORY DISCOUNT.** The accessory discount of 20% applies to the national retail price for Nextel Device and Sprint Device accessories purchased for Corporate-Liable Active Units under this Agreement.

7. ADDITIONAL BUSINESS PLANS AND SPECIAL OFFERS

7.1 **Additional Business Plans.** If Customer is eligible for and selects a Business Plan that is not specified in the Agreement, Customer's Service Pricing Discounts set forth above will apply to the Business Plan unless otherwise stated in the Business Plan, and the terms and conditions of the Business Plan will apply in addition to, and control over, any conflicting terms or conditions in the Agreement.

7.2 **Promotions.** Sprint promotional discounts may not be available with certain Business Plans, as indicated in the promotional offer. If Customer purchases a promotional wireless Product or Service, the promotional terms will control over any conflicting terms in the Agreement for that wireless Product or Service until the promotion expires or Customer selects a different Business Plan for the Corporate-Liable Active Unit enrolled in the promotion.

- 7.3 Trial Offers.** If Customer receives a wireless Service or Service option for a limited trial period at a reduced cost, upon expiration of the trial period, Customer will continue to receive the wireless Service or Service option at full price. If Customer wishes to avoid being billed in full for the promotional wireless Service or Service option, Customer must contact Sprint before the end of the trial period to discontinue the wireless Service or Service option.
- 8. THIRD PARTY AGENTS.** Unless expressly stated otherwise, the pricing terms in this Attachment, including its sub-attachments, may not be available if an indirect sales agent is involved in the transaction.
- 9. ADDITIONAL TERMS.** Customer must comply with the Wireless Services Product Annex, which is incorporated into this Agreement as posted to the Rates and Conditions Website as of the date Customer signs this Agreement.
- 10. THIRD-PARTY CONTENT.** Sprint allows customers to purchase mobile content on a per item or monthly basis from Sprint and third parties. Customers are responsible for all billed content, including content purchased by others authorized to use devices on the account. Usage can be restricted by account blocking tools or similar features. Visit sprint.com/premium messaging for details.
- 11. 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.

**ATTACHMENT A-1
NATIONWIDE SPRINT NETWORK BUSINESS PLANS & POLICIES**

1. PROVISION OF SPRINT PRODUCTS AND SERVICES. All terms and conditions in this Attachment apply to Active Units operating on the Nationwide Sprint Network, unless otherwise specified. Sprint Spectrum L.P. provides the Sprint Services listed in the Agreement.

2. SPRINT VOICE AND DATA RATE PLANS FOR BUSINESS

2.1 Customer may select from the Sprint voice and data rate plans listed in this Attachment or promotional rate plans that Sprint may offer on a limited time basis. Unless otherwise stated in this Attachment, Business Plan pricing in this Attachment reflects gross pricing before the application of promotions, special offers or other discounts, including any applicable volume discount.

2.2 Sprint Business Essentials® Plans

| | Business Essentials Additional Lines for Pooling | Business Essentials 400 | Business Essentials 1000 | Business Essentials 1400 | Business Essentials 2000 | Business Essentials 4000 |
|---|---|-------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| MRC | \$16.00 (Net Price, Service Pricing Discount does not apply) | \$39.99 | \$59.99 | \$79.99 | \$99.99 | \$149.99 |
| Anytime Minutes | 0 | 400 | 1000 | 1400 | 2000 | 4000 |
| Anytime Minutes Overage | \$0.40/min | \$0.40/min | \$0.40/min | \$0.40/min | \$0.40/min | \$0.40/min |
| Unlimited Nights & Weekends Start at 7 pm | Unlimited | Unlimited | Unlimited | Unlimited | Unlimited | Unlimited |
| Sprint Mobile-to-Mobile | Unlimited | Unlimited | Unlimited | Unlimited | Unlimited | Unlimited |
| Direct Connect® and Group Connect® | Unlimited | Unlimited | Unlimited | Unlimited | Unlimited | Unlimited |
| Anytime Minute Sharing | Included | Included | Included | Included | Included | Included |
| Nationwide Long Distance | Included | Included | Included | Included | Included | Included |
| Caller ID & Voice Mail | Included | Included | Included | Included | Included | Included |

A. Roaming charges are included.

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

2.3 Unlimited Voice Plan

| Unlimited Voice Plan | |
|--|----------------|
| NET MRC (Service Pricing Discount does not apply) | \$59.99 |
| Anytime Minutes | Unlimited |
| Anytime Minutes Overage | Not Applicable |
| Direct Connect® and Group Connect® | Unlimited |
| Mobile to Mobile | Unlimited |
| Nights & Weekends starting at 7 pm | Unlimited |
| Nationwide Long Distance | Included |
| Roaming | Included |
| Caller ID & Voice Mail | Included |
| Unlimited Messaging | Included |

A. Roaming charges are included.

B. Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features are available with certain devices and may be subject to an additional charge.

- C. Messaging add-ons include text, picture and video messages based on device capability. Additional charges apply for international messaging.

2.4 BlackBerry Service Plans

- A. Customer's use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and conditions for use of the BlackBerry service are located at <http://na.blackberry.com/eng/legal/terms.jsp>, and are subject to change without prior notice to Customer.
- B. BlackBerry Business Plans can only be activated on BlackBerry devices.
- C. Monthly Recurring Charge

| | BlackBerry Unlimited Email and Web Plan |
|---|---|
| MRC | \$39.99 (or \$22.99 net of all discounts, inclusive of Phone as Modem, when added to a voice plan) |
| Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand | Unlimited |

- (1) Unless Customer adds a voice Business Plan that includes voice calls, long distance calls, and Domestic Roaming to the above BlackBerry data Business Plan, Customer will be charged \$0.20/minute for voice calls plus \$0.25/minute for long distance calls. For devices on the Nationwide Sprint Network, Domestic Roaming calls are \$0.69/minute with an additional \$0.25/minute for long-distance calls.
- (2) Additional charges apply for messaging service.
- (3) Business Phone as Modem may be added for an additional \$15 MRC.

2.5 CDMA Bundled Voice & Data Plans (Blackberry):

| CDMA Bundled Voice & Data Plans (Blackberry) | | |
|--|--|--|
| | Custom BB 400 | Custom BB 1000 |
| MRC | \$49.99 NET MRC; Service Pricing Discounts will not apply | \$64.99 NET MRC; Service Pricing Discounts will not apply |
| Anytime Minutes | 400 | 1000 |
| Anytime Minutes Overage | \$0.25/minute | \$0.25/minute |
| Sprint Mobile-to-Mobile | Included | Included |
| Unlimited Nights & Weekends starting at 7 pm | Unlimited | Unlimited |
| Shared Minutes (with the Sprint Business Essentials plans above) | Included | Included |
| Nationwide Long Distance | Included | Included |
| Roaming | Included | Included |
| Caller ID & Voice Mail | Included | Included |
| Unlimited BlackBerry (without PAM) | Included | Included |
| Unlimited Messages | Included | Included |

- (1) Customer's use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the BlackBerry service are located at <http://na.blackberry.com/eng/legal/terms.jsp>, and are subject to change without prior notice to Customer.
- (2) BlackBerry Business Plans can only be activated on a BlackBerry device.
- (3) Phone as Modem may be added to the CDMA Bundled Voice & Data Plans above for an additional \$15 MRC. The included email solution in the Sprint PRO Pack varies by device. Please review product specifications for details.

2.6 Sprint CDMA Bundled Voice and Data Plans (Pro Pack):

| CDMA PRO Pack Bundled Voice & Data Plans | | |
|--|---|---|
| | Custom PRO Pack 400 | Custom PRO Pack 1000 |
| MRC | \$49.99 NET MRC; Service Pricing Discounts will not apply | \$64.99 NET MRC; Service Pricing Discounts will not apply |
| Anytime Minutes | 400 | 1000 |
| Anytime Minutes Overage | \$0.25/minute | \$0.25/minute |
| Sprint Mobile-to-Mobile | Included | Included |
| Unlimited Nights & Weekends starting at 7 pm | Unlimited | Unlimited |
| Shared Minutes (with the Sprint Business Essentials plans above) | * Included | * Included |
| Nationwide Long Distance | Included | Included |
| Roaming | Included | Included |
| Caller ID & Voice Mail | Included | Included |
| Sprint PRO Pack | Included | Included |
| Unlimited Messages | Included | Included |

- 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. The included email solution in the Sprint PRO Pack varies by device. Please review product specifications for details.
- C. Messaging add-ons include text, picture and video messages based on device capability. Additional charges apply for international messaging.
- D. Phone as Modem may be added to the Sprint PRO Pack for an additional \$15 MRC. The included email solution in the Sprint PRO Pack varies by device. Please review product specifications for details.

2.7 3G/4G Connection Card Plan

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

B. 3G/4G Connection Card Plan Charges

| Sprint 3G/4G Connection Plan Net MRC | NET \$37.99 ¹ |
|--|---|
| Usage Included | Unlimited for Acceptable Use ² |
| Additional data Roaming usage above 300 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 modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan if such Wireless Data Connection Device exceeds 300 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts that broadcast more than 24 hours; 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 on the Sprint 3G Network and the Nationwide Sprint Network in a given month exceeds 300 MB while Roaming, Customer will be liable for the overage charges set forth in the table above.

(1) The 3G/4G Connection Card Plan includes unlimited data usage on the Sprint 4G Network, the Sprint 3G Network and the Nationwide Sprint Network. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 4G Network, the Sprint 3G Network or the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-

compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

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

2.8 Connection Plan

Option 1

| MRC | NET \$37.99 ¹ |
|---|---|
| Data Services in Megabytes ("MB") | Unlimited for Acceptable Use ² |
| Voice Calls, including long distance (if card is capable) | \$0.20 per minute |
| Additional data Roaming usage above 300 MB | \$0.25 per MB ³ |

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

² Unlimited use while on the Sprint network. Sprint reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G Unlimited for Acceptable Use Connection Plan if such Wireless Data Connection Device exceeds 300 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts that broadcast more than 24 hours; 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 300 MB while Roaming, Customer will be liable for the overage charges set forth in the table above.

Option 2

| | |
|---|-------------------|
| Net MRC (Service Pricing Discount does not apply) – 1 GB Per Month Usage | \$29.99 |
| Voice Calls, including long distance (if card is capable) | \$0.20 per minute |
| Additional data Roaming usage above 100 MB | \$0.25 per MB |
| Additional data usage above 500 MB | \$.05 per MB |

Option 3

| | |
|---|-------------------|
| Net MRC (Service Pricing Discount does not apply) – 100 MB Per Month Usage | \$19.99 |
| Voice Calls, including long distance (if card is capable) | \$0.20 per minute |
| Additional data usage above 100 MB | \$.05 per MB |

- A. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible connection card. Where the Sprint 3G Network is available and an EVDO-compatible connection card is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.
- B. Sprint reserves the right to limit throughput speeds or the amount of data transferred, and to deny, terminate, modify, disconnect or suspend wireless data Service on the Sprint 3G Network and the Nationwide Sprint Network, for Customer's Wireless Data Connection Devices with data usage exceeding 300 MB/month while Roaming.
- C. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

2.9 Tablet Plans

| Net MRC | \$19.99¹ | \$29.99¹ | \$37.99¹ |
|---|----------------------------|----------------------------|----------------------------|
| 3G Data Services limitation in Gigabytes ("GB") | 1GB | 2GB | 5GB |
| Overage charge for additional 3G data Services usage above plan limit | \$0.05 per MB ² | \$0.05 per MB ² | \$0.05 per MB ² |
| 3G Data Roaming limitation in Megabytes ("MB") | 100MB | 100MB | 300MB |
| Overage charge for additional 3G data Roaming usage above plan limit | \$0.25 per MB ² | \$0.25 per MB ² | \$0.25 per MB ² |
| 4G Data Services limitation | Not Available | Not Available | Unlimited ³ |
| Messaging | Not Included | Unlimited | Unlimited |
| Standby plan usage | Not Permitted | Not Permitted | Not Permitted |

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

² If Customer's data usage on the Sprint 3G Network and the Nationwide Sprint Network in a given month exceeds the plan's Data Services limitation or Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds both the plan's Data Services limitation and Data Roaming limitation.

³ Includes unlimited data usage on the Sprint 4G Network if using a 4G capable device.

- A. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 4G Network (if included), the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data device. Where the Sprint 3G Network is available and an EVDO-compatible data device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network (if included), then to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.
- B. Roaming is not available on the Sprint 4G Network at this time.
- C. Unlimited Messaging includes text, picture, and video messages.
- 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 including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint

4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 300 MB/month while Roaming for a plan equal to or greater than 5GB/month in total or 100 MB/month while Roaming for a plan less than 5 GB/month in total, or (iii) a majority of kilobytes while Roaming; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

- E. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex and/or the 4G Wireless Services Annex.

2.10 Sprint Mobile to OfficeSM Single Number Option

- A. **Description.** "Sprint Mobile to OfficeSM Single Number Option" means calls from a Corporate-Liable Active Unit on either the Nationwide Sprint Network or the Nextel National Network to a pre-identified landline business phone number ("Picked Number"). The Picked Number is limited to a 10 digit domestic number. With this option, Customer may use an unlimited number of wireless minutes each month to make or receive calls between a device on either the Nationwide Sprint Network or the Nextel National Network and Customer's Picked Number. This option may not be available on Corporate-Liable Active Units activated in Sprint Service Provider Affiliate Markets. Sprint Mobile to Office calls made from or received on a Corporate-Liable Active Unit that is on either the Nationwide Sprint Network or the Nextel National Network will use Sprint Mobile to Office minutes and will not use Anytime Minutes.
- B. **Eligibility.** This option is only available for Corporate-Liable Active Units with a voice Business Plan with a MRC of \$39.99 or greater.
- C. **Pricing.** Sprint will charge Customer the MRC listed in the table below:

| | Net MRC Per Corporate-Liable Active Unit (Service Pricing Discount does not apply) |
|--|--|
| Sprint Mobile to Office SM Single Number Option | \$3 |

D. Additional Terms.

- (1) **Roaming.** Sprint Mobile to Office is not available while Roaming. Sprint Mobile to Office calls made from or received on a Corporate-Liable Active Unit that is off the Network or in a non-participating Sprint Service Provider Affiliate Market will be treated as Roaming. Roaming charges may apply depending on the applicable voice Business Plan.
- (2) **Use.** Sprint Mobile to Office is not available for calls made to check voicemail or obtain directory assistance, or calls made through other indirect calling methods. Only the end user that has a plan with Sprint Mobile to Office will benefit from this feature.
- (3) **Block List.** Sprint may, in its sole discretion, prohibit certain numbers from being a Picked Number. These numbers include, but are not limited to, operator-assisted calls, international numbers, directory assistance, 900, 976 or similar numbers for pay-per-call services. These numbers will be placed on a Sprint Mobile to Office Block List. If Customer selects a number that appears on the Block List, Sprint will give Customer the option of selecting a new Picked Number. Sprint may, in its sole discretion, place a Picked Number on the Sprint Mobile to Office Block List at any time for any reason.
- (4) **Suspension or Termination.** Sprint may suspend or terminate Customer's use of this option if: (a) Customer fails to maintain a Sprint voice Business Plan with a MRC of \$39.99 or higher; (b) Sprint suspects Customer or any of its end users of abusing or misusing the option; or (c) Sprint observes unusual usage patterns associated with the option. Sprint will attempt to contact Customer or its end users, if applicable, before interrupting or terminating the option.

2.11 Sprint Voice Plan Add-Ons.

The following options may be added to a Sprint voice Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC, unless otherwise noted.

A. Sprint Data Add-Ons

| Data Plan | MRC |
|---|----------|
| Sprint Data Pack | \$15 |
| Sprint Data Premier (requires Sprint Data Pack) | \$10 |
| Sprint PRO Pack | \$30 |
| Sprint Business Application Data Plan | \$10 |
| Sprint Mobile Hotspot | \$29.99* |

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

- (1) 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.

- (2) Business Phone as Modem may be added to the Sprint PRO Pack, on applicable devices, or the BlackBerry Personal Pack for an additional \$10 MRC net of all discounts. The included email solution in the Sprint PRO Pack varies by device. Please review product specifications for details.
 - (3) Good™ For Enterprise may be added to the Sprint PRO Pack for an additional \$5 Net MRC (Service Pricing Discount does not apply).
 - (4) The Sprint Business Application Data Plan requires a Sprint business application.
 - (5) Sprint Mobile Hotspot requires an eligible Voice/Data bundled Business Plan or an eligible voice Business Plan and an eligible Sprint Pro Pack and Sprint Premium Data add-on. Sprint Mobile Hotspot is only available on certain wireless devices. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.
- B. The following option is required to be added to a Sprint voice Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC, unless otherwise noted.

| Data Plan | MRC |
|---------------------|-------|
| Sprint Premium Data | \$10* |

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

- (1) Sprint Premium Data requires an eligible Voice/Data bundled Business Plan or an eligible voice Business Plan and an eligible Sprint Pro Pack. Sprint Premium Data is required on certain wireless devices including but not limited to the HTC EVO 4G and Samsung Epic.
- C. **Sprint Domestic Messaging Add-Ons.** Messaging add-ons include text, picture and video messages based on device capability. Additional charges apply for international messaging.

| Messaging Plan | Net MRC (Service Pricing Discount does not apply) | Additional Messages |
|--------------------|--|------------------------|
| 500 Messages | \$0 | \$0.20 |
| 1000 Messages | \$2.50 | |
| Unlimited Messages | \$5 | N/A |

ATTACHMENT A-2
WIRELESS MACHINE-TO-MACHINE SERVICES (Government Customer)

1. **PROVISION OF SPRINT PRODUCTS AND SERVICES.** All terms and conditions in this Attachment apply to M2M Devices. Sprint Spectrum L.P. provides the Sprint Services listed in this Attachment unless otherwise stated.
2. **GOVERNMENT DISCOUNT PROGRAM ("GDP")**
 - 2.1 **M2M Government Discount.** Unless otherwise stated, Customer's Government Discount contained in the "Government Discount Program" section in Attachment A (Wireless Services Term and Volume Discount) applies to the Machine-to-Machine service plans contained in this Attachment. Authorized Corporate-Liable Active Units activated on service plans contained in this Attachment A-2 during the Term are hereinafter referred to as "**M2M Devices**."
 - 2.2 **Calculation of Discount.** Unless otherwise noted, M2M Government Discounts apply to eligible monthly recurring charges ("MRC") before taxes and surcharges and after application of credits, other discounts, and rebates. Overage, usage-based, third party applications and services, certain business plan add-ons, and other charges (including certain network specific products and services) are not eligible for M2M Government Discounts.
3. **M2M DEVICES**
 - 3.1 **Purchase of Wireless Devices.** Customer is responsible for making its own arrangements to purchase wireless devices from third parties. Alternatively, Customer may purchase third party, non-Sprint branded wireless devices or equipment if priced in an agreement between Sprint and Customer.
 - 3.2 **Minimum Service Term.** Wireless services require a minimum service term ("Minimum Service Term") that begins on the M2M Device activation date and ends on the expiration of the device Minimum Service Term or the Business Plan Minimum Service Term, whichever is later. For Business Plans contained in this Attachment, the Business Plan Minimum Service Term is 12 months unless otherwise stated. Minimum Service Term(s) are available at Customer's My Sprint Business account or by contacting Customer's Sprint Account Representative.
4. **ACTIVATION FEE.** A nonrefundable activation fee of \$36 applies to each Customer billing account that is created during the Term.
5. **ADDITIONAL BUSINESS PLANS AND SPECIAL OFFERS.** Customer may select from the Sprint rate plans listed in this Attachment only. Customer is not eligible for any promotional rate plans that Sprint may offer on a limited time basis or any Business Plan that is not specified in this Attachment. Unless specifically stated otherwise, activations on Machine-to-Machine Data Rate Plans are not eligible for service credits, wireless device discounts, or rebates, and Machine-to-Machine Data Rate Plans may not be purchased in conjunction with Sprint promotions, contests, or discounts.
6. **THIRD PARTY AGENTS.** Unless expressly stated otherwise, the pricing terms in this Attachment may not be available if an indirect sales agent is involved in the transaction.
7. **ADDITIONAL TERMS / APPLICABILITY.** Customer must comply with the Wireless Services Product Annex (and/or the Government Wireless Services Product Annex, as applicable) and the Machine-to-Machine Services Product Annex, which are incorporated into the Agreement as posted to the Rates and Conditions website as of the date Customer signs the Agreement. Notwithstanding the foregoing, the sections of the Machine-to-Machine Services Product Annex entitled "INSURANCE" and "INDEMNIFICATION" will not be applicable to Customer.
8. **THIRD-PARTY CONTENT.** Sprint allows customers to purchase mobile content on a per item or monthly basis from Sprint and third parties. Customers are responsible for all billed content, including content purchased by others authorized to use devices on the account. Usage can be restricted by account blocking tools or similar features. Visit www.sprint.com/premiummessaging for details.
9. **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.
10. **BUNDLED SERVICE.** Customer must only use, market, and sell the M2M services solely in conjunction with an M2M Device as part of a bundled service offering along with other value added services used or sold by Customer.
11. **MACHINE-TO-MACHINE DATA RATE PLANS**
 - 11.1 **Sprint Data Access Plans for Business**
 - A. Sprint Data Access Plans for Business provide data transmission services via the Sprint 4G Network, the Sprint 3G Network, and/or the Nationwide Sprint Network depending on the M2M Device and plan purchased.
 - B. **Charges.** The following monthly recurring charges apply to Sprint Data Access Plans for Business:
 - (1) **Sprint 3G Data Access Plans for Business.** Sprint Data Access Plans for Business provides access to the Sprint 3G Network and the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere

and requires an EVDO-compatible data M2M Device. When the Sprint 3G Network is available and an EVDO-compatible data M2M Device is used, the M2M Device will first attempt to connect to the Sprint 3G Network and then default to the Nationwide Sprint Network depending on coverage and network availability.

| Sprint Data Access Plans for Business | Sprint 3G Data Access Plans for Business | | | | | | | | | | |
|---|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | 1MB | 2MB | 5MB | 10MB | 25MB | 50MB | 100MB | 500MB | 1GB | 2GB | 5GB |
| Net MRC (Service Pricing Discount does not apply) | \$5 | \$6 | \$7 | \$8.50 | \$10.00 | \$15.00 | \$19.00 | \$22.00 | \$27.00 | \$35.00 | \$54.00 |
| Overage per KB | \$0.003 | \$0.002 | \$0.003 | \$0.001 | \$0.001 | \$0.0003 | \$0.0003 | \$0.0003 | \$0.0003 | \$0.0003 | \$0.0003 |
| Data Sharing | Included ⁴ | Included ⁴ | Included ⁴ | Included ⁴ | Included ⁴ | Included ⁴ | Included ⁴ | Included ⁴ | Included ⁴ | Included ⁴ | Included ⁴ |

⁴ MRCs on these plans are net of all discounts. Customer's M2M or Wireless (as applicable) Government Discount does not apply.

C. Additional Terms

- (1) 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.
- (2) **Data Pooling.** Data usage will be pooled among M2M Devices with the same plan size and billing account number (each a "Pooling Group").

**ATTACHMENT B
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 Sprint 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 Nationwide Sprint Network, the Sprint 3G Network, the Nextel National Network, and the Sprint 4G Network. Capitalized terms are defined in the Definitions section at the end of this Annex if not otherwise defined in the Agreement.

1. BUSINESS PLAN FEATURES, POWERSOURCE™ DEVICES AND OPTIONS.

1.1 Wireless Voice Features.

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

- 1.2 Wireless Data Features.** Sprint provides wireless data solutions and Services over the Nationwide Sprint Network, the Sprint 3G Network, 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, 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. 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. Sprint also offers wireless data solutions over the Nextel National Network for select Products.

1.3 Nextel Direct Connect® Features.

- A. General.** Nextel Direct Connect transmissions occur only between Active Units that are each capable of sending and receiving Nextel Direct Connect transmissions. Nextel Direct Connect transmissions do not work simultaneously with a voice call or with active wireless data transmissions from the same Product. Nextel 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. Nextel Direct Connect Services are not available when Roaming and are not available on the Sprint 4G Network.
- B. Direct Connect®.** All Nextel Direct Connect Products are capable of making nationwide Direct Connect transmissions. If Customer intentionally disables "cross fleet" functionality for Nextel Devices, then Direct Connect service will work only with Customer's own Nextel Devices.
- 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 either Nextel Devices or Sprint Devices.

- D. **International Direct ConnectSM**. International Direct Connect is only available for Nextel Devices subscribed to Direct Connect service. International Direct Connect currently includes both the ability to place Nextel Direct Connect transmissions from the United States to users outside the United States and the ability to place and receive Nextel Direct Connect transmissions from outside the United States in select countries.
- E. **Direct SendSM**. Direct Send lets a user send a picture or contact information to another subscriber using the Nextel Direct Connect service. Direct Send is only available on select Nextel Devices.
- F. **NextMail[®]**. NextMail allows a user to use Nextel Direct Connect minutes to record and send voice messages to any e-mail address. NextMail is only available on Nextel Devices.
- G. **TalkgroupSM**. Talkgroup members must be from the same calling area and be established on the same fleet. Additionally, group members must be in their home calling area to initiate or receive Talkgroup transmissions. Talkgroup is only available for Nextel Devices and can include up to 200 total users. Emergency Talkgroup gives the group coordinator the ability to contact and preempt all other transmissions for group members.
- H. **Priority Connect[®]**. Priority Connect allows users to preempt the use of Nextel National Network resources when placing and receiving Nextel Direct Connect transmissions. Priority Connect is available only to qualified customers (e.g. emergency "first responders") on specific Business Plans using Nextel Devices.
- I. **Direct TalkSM**. Certain Nextel Devices are capable of direct two-way radio transmissions. Direct Talk transmissions do not use the Nextel National Network and require each user to have a Direct Talk-capable Nextel Device using the same radio channel.
- J. **TeamDCSM**. TeamDC allows up to 35 nationwide group members (including the group creator), all using Sprint Devices, to participate in a Nextel 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.
- K. **Call Alert**. Call Alert allows a Nextel Direct Connect user to send a repeating alert to notify another Nextel Direct Connect user that the user would like to communicate. Users of Sprint 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.
- L. **DC Permissions**. DC Permissions allow a Nextel Direct Connect user to block/allow Nextel 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 Devices.
- M. **SMS Messaging**. Nextel Direct Connect users with Sprint Devices may be prompted to send a text or voice SMS message when a Nextel 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 Nextel Direct Connect transmissions between two Sprint Devices when the recipient uses a single number for voice calls and Nextel Direct Connect service. Sprint charges for these SMS messages consistent with Customer's Business Plan.

1.4 **PowerSourceTM Devices**. PowerSource devices provide wireless voice and data Services over the Nationwide Sprint Network and Sprint 3G Network, and Nextel Direct Connect transmissions over the Nextel National Network. Voice and data service is only available in coverage areas of the Nationwide Sprint Network or Sprint 3G Network. Nextel Direct Connect service is only available in coverage areas of the Nextel National Network. Service features, functionality and plans vary by PowerSource device and may not be available in all markets. Active Units upgrading to a PowerSource device may experience changes in service availability, pooling eligibility, billing, surcharges and local calling rates.

1.5 **Roaming**. Business Plans that include Roaming ("Roaming Included Plans") are not available with single-band phones or to users who reside or whose primary use is outside an area covered by the Nationwide Sprint Network. Sprint may limit or terminate Service if a Corporate-Liable Active Unit user moves outside of the area covered by the Nationwide Sprint Network. Sprint may, without notice, deny, terminate, modify, disconnect or suspend Service to a Corporate-Liable Active Unit if Roaming in a given month exceeds: (1) voice: 800 minutes or a majority of minutes, or (2) data: (a) 300 megabytes for a plan equal to or greater than 5 GB/month in total or a majority of kilobytes; or (b) 100 megabytes for a plan less than 5 GB/month in total or a majority of kilobytes. International calling, including in Canada, Mexico, and Guam, is not included in Roaming Included Plans. Wireless data Services and certain calling features (voicemail, caller ID, call waiting, etc.) may not be available while Roaming. Roaming areas may change and Roaming may not be available everywhere; visit www.sprint.com/coverage for details. Roaming is not available on the Nextel National Network or on the Sprint 4G Network.

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

B. Wireless Data Usage.

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

C. Nextel Direct Connect Usage.

(1) Nextel Direct Connect Transmissions.

- (a) A Nextel 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 Nextel Direct Connect transmissions. After 6 seconds, Nextel Direct Connect airtime on a Nextel Device is rounded up to the next second for each transmission.

- (b) Airtime charges for Nextel 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 Nextel Devices, Direct Connect, International Direct Connect, Group Connect Talkgroup, NextMail, and Direct Send minutes of use are deducted from the Direct Connect minutes included in Customer's Business Plan and will also incur separate surcharges if the add-on is not included in Customer's Business Plan. Customer will incur overage charges if the minutes used exceed the minutes allowed under the Business Plan.

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

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

- 2.3 Upgrade Charges.** If Customer changes an Active Unit device to another device using Wireless Services, Sprint may charge Customer an upgrade charge per Active Unit changed.
- 2.4 Reactivation Fee.** If Sprint terminates Service to a Corporate-Liable Active Unit as permitted under the Agreement or requested by Customer, Sprint may require payment of any outstanding account balance before Sprint reactivates Service to the affected Active Unit and Sprint may charge Customer a reactivation charge.
- 2.5 Credits for Redialed Calls.** Sprint will provide Customer with an airtime credit of at least 1 minute for a call on a Corporate-Liable Active Unit that is: (a) placed while in an area covered by the Sprint Networks, (b) disconnected due to limitations of the Sprint Networks, and (c) redialed within 1 minute of disconnection. Customer must contact Sprint Customer Care within 24 hours of the disconnection and request credit for the call.
- 2.6 Limitations Period.** Sprint will use commercially reasonable efforts to invoice Customer (a) for Domestic Services, within 180 days of the end of the monthly billing period in which Sprint provides the wireless Services and (b) for non-Domestic Services, within 180 days of the date Sprint receives an invoice from a foreign service provider. If Sprint fails to invoice Customer for the applicable 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 Services within 180 days of the applicable invoice date. If Customer fails to notify Sprint within such 180 days, Sprint will not be required to reimburse or credit Customer for those charges.

3. BILLING AND AFFILIATES

- 3.1 Invoicing.** Unused Business Plan minutes and megabytes do not carry forward. In certain instances (e.g., Roaming charges), Sprint may invoice Customer for usage that occurred during a prior invoicing cycle, if not previously invoiced to Customer. When Sprint invoices for usage incurred during a prior invoicing cycle, those minutes count against minutes in the current invoicing cycle. Wireless Services billed according to a monthly flat rate may not include itemization. Sprint may bill Customer on behalf of third party providers of Applications that Customer accesses through wireless Products. Customer is responsible for all charges for wireless Products and Services associated with each Corporate-Liable Active Unit. For single payments to be applied across multiple account numbers, Customer must identify with its payment the specific amounts paid for each account number.
- 3.2 Account Changes.** Customer-requested changes to Business Plans or Wireless Service options may not be effective until the following bill cycle. For Customer-initiated Wireless Service cancellations, Sprint will bill Customer for the entire month in which Wireless Service was cancelled. When Customer changes Business Plans during a bill cycle, minutes and megabytes will be charged under the Business Plan in effect at the time the usage was incurred.
- 3.3 Customer Affiliates.** If Sprint and Customer agree to permit Customer's Affiliates to purchase wireless Products and Services under the Agreement, Customer will be responsible, financially and otherwise, for the Affiliate's purchases, unless the Agreement says otherwise.

4. PROVISIONING AND RETURNS.

- 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 within 30 days of receipt 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.** New and undamaged wireless Products may be returned to Sprint at Customer's expense within 30 days after the date the Product is purchased or as provided under state law. Customer is allowed one discretionary exchange or return for each new Product purchased; provided that Customer may not use the one discretionary exchange to change the color of a Product if the Product has been activated. Within 30 days of activation, Customer must: (A) contact its Sprint Account Representative or call Sprint Sales Support at 866-789-8292 for return instructions; (B) return the complete, undamaged Product, including all accessories, hardware, materials and package inserts that came with the wireless Product in the original Product packaging, with the original proof of purchase to the location provided by Customer's Sprint Account Representative or Sprint Sales Support; and (C) if Customer wishes to discontinue Service for the Product, request that Sprint deactivate Service. Sprint may change the return policy from time to time without notice. Upon Sprint's receipt of the returned wireless Product, Sprint will credit Customer's account for a full refund of the original Product purchase price and activation fee. For returns of wireless Products that are upgrades of an existing Customer Line, Customer will be responsible for all actual usage charges (including any related taxes, fees and surcharges) and Sprint may charge a \$35 restocking fee unless otherwise prohibited. For returns of wireless Products that are activated as new Customer Lines, Customer will be responsible for the following usage charges and any related taxes, fees and surcharges: (A) per minute/text/kilobyte usage charges (1) not included in Customer's voice or data plan, or (2) incurred after Customer exceeds Customer's Anytime Minute, text or data allowance; (B) premium content such as digital downloads, songs, games, applications, etc; (C) 3rd party billing; and (D) international charges. If Customer purchased a Product through a Sprint authorized dealer, additional dealer fees may apply.
- 4.4 Cold Device Policy.** If Customer receives a discount off of the Manufacturer's Suggested Retail Price (MSRP) or a subsidy for any wireless device, then Customer must (1) activate the device on a valid Business Plan on its Sprint business account within 60 days of the date Sprint ships the device, and (2) keep the device activated on its account for a minimum of 60 days. If Customer fails to comply with the requirements in the immediately preceding sentence, in addition to any applicable early termination fees, Sprint reserves the right to invoice Customer for the amount of the discount, calculated as the difference between (A) the MSRP and (B) the amount Customer paid for the device.
- 5. INSURANCE & SERVICE CONTRACT.** Customer may purchase a bundled program of insurance (Equipment Replacement Program) and service contract (Equipment Service and Repair Program) that provides coverage to protect against loss, theft, damage or mechanical/electrical failure involving Customer's wireless Products (collectively the "Total Equipment Protection" or "TEP"). TEP may not be available for all wireless Products. If Customer purchases TEP, Sprint will waive repair fees under the service contract at the time of repair or replacement at a Sprint Service Repair Center. A per claim deductible will apply for approved insurance claims. Insurance is administered by third party insurers and not by Sprint. If Customer selects TEP coverage, Sprint will charge Customer a monthly insurance premium and service contract fee per covered wireless Product, and Sprint will remit the insurance premium portion to the third party insurer on Customer's behalf. Insurance is not subject to any discounts. Insurance claims must be submitted directly to the third party insurer. Terms of TEP coverage are available at the point of sale or in subsequent communications. If Customer does not purchase TEP coverage, Sprint reserves the right to charge a fee for repair to malfunctioning wireless Products and Customer will not be able to replace lost, stolen or non-repairable wireless Products without incurring costs. Customer may purchase the Equipment Replacement Program or the Equipment Service and Repair Program separately on a stand-alone basis.
- 6. WIRELESS PRODUCTS AND SERVICES POLICIES.**
- 6.1 Lost or Stolen Wireless Product Policy.** If Customer's wireless Product is lost or stolen, Customer must notify Sprint Customer Care promptly to deactivate the Product. Customer is responsible for all Wireless Service charges associated with the Product before Customer notifies Sprint of the loss or theft. 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 of the incident.
- 6.3 Location Based Services.** If Customer downloads or accesses Location Based Services through Sprint 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 of the Location Based Service purchased by Customer. Customer must clearly, conspicuously and regularly notify all of its Employees using Corporate-Liable Active Units upon which Customer has enabled Location Based Services that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. **CUSTOMER WILL RELEASE SPRINT FROM 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 CORPORATE-LIABLE USERS OF CUSTOMER'S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON CORPORATE-LIABLE ACTIVE UNITS.** Location Based Services are not available on the Sprint 4G Network

- 6.4 Premium Services Policies.** In certain instances, subject to the terms of the content purchased, Sprint may delete Premium and non-Premium items downloaded to storage areas controlled by Sprint, including any pictures, games and other content. Sprint may impose a dollar or other limit on Customer's use of Premium Services in a specific timeframe (month, week, day, or other time period) based on Customer's credit.
- 6.5 Business Plans and Features.** Certain wireless Products require specific Business Plans for operation on the Sprint Networks or the Sprint 4G Network. Certain Business 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.

7. WIRELESS SERVICE LIMITATIONS.

- 7.1 Telephone Numbers and Portability.** Sprint may change the telephone number assigned to each Corporate-Liable Active Unit with reasonable prior notice for commercial reasons, such as fraud prevention, regulatory requirements and area code changes. Customer does not have any right of possession or title to any number, e-mail address or other identifier Sprint may assign to Customer's wireless Products or accounts. Customer may not modify, change or transfer any of these identifiers except as Sprint allows or as allowed for by law. Sprint will comply with any FCC-issued regulations that require Sprint to allow Customer to "port" or transfer its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on the Sprint Networks, Customer must provide information about the account with the other carrier, such as the account number, social security number or tax identification number, telephone number, 5 digit zip code and password, if applicable, and purchase wireless Products from Sprint. Until the port from the previous carrier is successful, the Sprint wireless Product will only be able to call 911 and Sprint Customer Care. Once the port is completed, Customer's old device will no longer work. **However, due to system limitations and issues outside Sprint's control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful.** If a transfer to Sprint is not successful, Customer may return any Sprint wireless Products within the return period to receive a credit, and Customer will lose or repay to Sprint any discounts or service credits provided with a returned Sprint wireless Product or cancelled Nextel Service or Sprint Service. If Customer transfers a number to another carrier before the end of any minimum term commitment, Customer may be subject to early termination fees.
- 7.2 TTY Access.** TTY-capable wireless Products (also known as TDD or Text Telephone) may not function effectively when attempting 911 calls due to the limitations of the answering agency. A TTY-capable wireless device should not be relied on for 911 calls.
- 7.3 Pay-Per-Call Services.** Sprint will not complete calls from any wireless Product to 900, 976 and similar numbers for pay-per-call services.
- 7.4 International Call Blocking.** Sprint will block international calling capability unless Customer expressly requests such capability for a Corporate-Liable Active Unit.
- 7.5 Caller ID.** Caller identification information may not be available for all incoming calls.
- 7.6 911 or Other Emergency Calls.** For 911 calls, an emergency responder's ability to locate Customer through wireless Products and Services may be affected by various factors, including but not limited to, the type of wireless Product used, lack of a GPS-enabled device, geography or other factors such as the porting process. In some areas and depending on the equipment deployed by the local public safety answering point ("PSAP"), 911 calls may be routed to a state patrol dispatcher instead of the local PSAP. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. Enhanced 911 ("E911") service that is compatible with FCC technical requirements is not available in all areas due to PSAP equipment capabilities. Customer consents to Sprint's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, Customer's name, address, number, and the location of the user of the Service at the time of call.
- 7.7 Use of Sprint Wireless Data Services.** For devices that allow multiple users to share one connection and subscription, the wireless performance may degrade as more users are added to the single device. Use of Sprint wireless data Services is subject to any storage, memory or other Product limitation. Network speeds (including, but not limited to, data delivery and latency rates) are estimates based on averages. Actual performance may vary, and no minimum speed is guaranteed. Wireless data Services may not be available when Roaming and are not currently available in certain portions of select market areas within the Sprint Networks. Customer 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.
- 7.8 Prohibited Network Uses.**
- A. General.** Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited voice or data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation.
- (1) Examples of Prohibited Voice Uses.** Sprint wireless voice Services are provided solely for live dialogue between, and initiated by, individuals. Sprint wireless voice Services may not be used for any other purposes, including but not limited to: monitoring services, transmission of broadcasts, transmission of recorded material,

telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals.

- (2) **Examples of Prohibited Data Uses.** Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 300 MB/month while Roaming for a plan equal to or greater than 5 GB/month in total or 100 MB/month while Roaming for a plan less than 5 GB/month in total, or (iii) a majority of kilobytes while Roaming; provided that Customer's Wireless Data Connection Devices on "unlimited" Business Plans will not be subject to the total data usage limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

- B. **Unlimited Use 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 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 are available at www.sprint.com or by calling 1-888-211-4727. Sprint does not guarantee current or future compatibility of wireless Products or Services with third party products or Applications. Apparent compatibility or notice from Sprint of compatibility is not a Sprint endorsement of a third party product or Application. Unless otherwise stated in the Agreement, Sprint may, in its sole discretion and at any time, disable or discontinue use of any third party product or Application with the wireless Products or Services.

7.10 Technology Evolution.

- A. In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its Networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace certain offerings or technologies. In such event, Sprint will undertake such replacement efforts in a customer-focused and commercially reasonable manner and will, throughout the process, provide its customers with periodic updates that provide relevant information.
- B. As part of such technology evolution, Sprint reserves the right to migrate Customer from Products activated on the Nextel National Network to either a Sprint® Direct Connect® push-to-talk ("PTT") Product, or a Customer-selected non-PTT Product, that runs on the Nationwide Sprint Network; provided that Sprint will not undertake any such migration with less than 12 months prior notice. Because there will be at least 12 months prior notice, in almost every instance Customer may have the ability to upgrade its existing devices to new or replacement devices under the then effective and applicable Sprint handset upgrade program. If Customer has any devices that are not eligible for upgrade under this handset upgrade program, the parties will discuss an alternative process for replacement of devices with devices that are compatible with the replacement technologies. If Sprint exercises its right to migrate Customer to a new technology under this provision, upon completion of such migration, the terms and provisions of the Agreement related solely to the Nextel products and services will terminate. In addition, the parties recognize that they may need to amend the Agreement to add new terms related to such successor technologies.

8. DEFINITIONS.

- 8.1 **"Active Unit" or "Line"** means an active piece of wireless Product.
- 8.2 **"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.
- 8.3 **"Applications"** include email, and data, information and other wireless Internet services.

- 8.4 **"Business Plans"** means Sprint and Nextel 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.
- 8.5 **"Corporate-Liable Active Unit" or "Customer Line"** means an Active Unit (a) activated by Customer for Customer's end use, (b) enrolled in a Business Plan, and (c) for which Customer is financially liable.
- 8.6 **"Domestic Roaming"** means Roaming on networks within the United States, Puerto Rico and U.S. Virgin Islands where Sprint has a roaming relationship with the carrier.
- 8.7 **"Employee"** means a person in the service of Customer and from whom Customer withholds FICA (Federal Insurance Contributions Act) contributions from such person's gross pay.
- 8.8 **"Individual-Liable Active Unit" or "Employee Line"** means an Active Unit activated by an Employee and for which the Employee is financially responsible.
- 8.9 **"Location Based Service"** means any Service or Application that uses, accesses, tracks or discloses the location of an Active Unit.
- 8.10 **"MRC"** means monthly recurring charge.
- 8.11 **"Nationwide Sprint Network"** means the Sprint-owned or controlled CDMA/1xrtt wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 8.12 **"Nextel Device"** means a Product that uses the Nextel National Network for Nextel Direct Connect service, including a PowerSource device.
- 8.13 **"Nextel National Network"** means the Sprint-owned or controlled iDEN wireless network, including network owned or controlled by Nextel affiliates or partners, used by Sprint to provide Nextel Services.
- 8.14 **"Nextel Services"** means wireless Services provided by Sprint on the Nextel National Network using iDEN technology.
- 8.15 **"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. The time used to determine Nights and Weekends eligibility is the local time where the wireless Product is located when an inbound or outbound call originates.
- 8.16 **"Premium Services"** means downloads and Applications, such as games, ringers and screen savers, available through wireless data Services that are above and beyond basic data usage.
- 8.17 **"Roaming"** means voice or data service provided on another wireless carrier's network through agreements established by Sprint.
- 8.18 **"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.
- 8.19 **"Sprint 4G Network"** means the wideband OFDM technology, including WiMax, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.
- 8.20 **"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.
- 8.21 **"Sprint Device"** means a Product that uses the Sprint 3G Network for Nextel Direct Connect service.
- 8.22 **"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.
- 8.23 **"Sprint Networks"** includes the Nationwide Sprint Network, the Sprint 3G Network, and the Nextel National Network.
- 8.24 **"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.
- 8.25 **"Sprint Services"** means wireless Services provided by Sprint and authorized Sprint Service Provider Affiliates on the Nationwide Sprint Network or Sprint 3G Network using CDMA technology.
- 8.26 **"Wireless Data Connection Device"** means a mobile broadband card, USB modem, embedded modem, or a phone subscribed to a phone as modem Business Plan.
- 8.27 **"Wireless Services"** includes Nextel Services, Sprint Services, and Sprint 4G Services.

ATTACHMENT C
WIRELESS 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 8 ("**Definitions**") if not otherwise defined in the Agreement.

1. RELATIONSHIP OF THE PARTIES

1.1 Customer and End Users. 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. Sprint authorizes Customer to use and sell M2M Services as a Bundled Service as more fully described in the Agreement. No provision of the Agreement will be construed as vesting in Customer any control whatsoever in any facilities and operations of Sprint, including the Facilities, or the operations of any Sprint Affiliate or contractual third party of Sprint. Customer will not represent itself as an FCC, federal, or state 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. Customer may not market or sell M2M Services as a standalone service but instead must market and sell M2M Services as part of the Bundled Service. Further, Customer may not invoice End Users separately for M2M Services but instead must incorporate the cost of M2M Services as part of the Bundled Service. Customer determines the price of the Bundled Service in Customer's sole discretion.

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

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

2. SCOPE OF SERVICE

2.1 Limitation on Scope of M2M Service

A. General. Customer agrees that (i) M2M Services are available to M2M Devices only within the operating range of the Sprint Networks or the Sprint 4G 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; or Facilities changes, modifications, updates, relocations, repairs, maintenance, or other similar activities necessary for the proper or improved operation of the Facilities. Sprint is not liable to End Users with respect to any claim or damage related to or arising out of or in connection with (i) any coverage gap or (ii) 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 to End Users for any content, including information, opinions, advice, statements, or services that are provided by third parties and accessible through M2M Services or any damages resulting therefrom. Sprint does not guarantee the accuracy, completeness, or usefulness of information that is obtained through the M2M Services. Sprint makes no representations or warranties regarding the provider, scope or nature of the content, or services that will be available through M2M Services.

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

2.3 MDN. Sprint will assign mobile dialing numbers ("**MDN**") to M2M Devices.

2.4 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 service plan charges based on the date of change if Customer changes service plans during an invoicing cycle.

2.5 Data Pooling. If data pooling is allowed in a service plan, then the monthly data allowances of all M2M Devices in the same Pooling Group are added together, and then each M2M Device uses the data on a first come, first served basis. Once all of the data in the Pooling Group is used for the billing period, then Sprint will charge overage to each M2M Device that uses excess data at that specific M2M Device's overage rate.

A. Changing Plans. If an M2M Device changes plans in the middle of a billing period and the new plan is in a different Pooling Group, then that M2M Device's data allocation from the new plan pools with the new Pooling Group, and that M2M Device's data usage from that point forward pulls from the new Pooling Group's data allocation. If that M2M Device had overages before Customer changed plans, then Sprint will charge overages at the previous plan's overage rates but any overages incurred after the plan change will be charged at the new plan's overage rate. Customer is allowed only 1 plan change per M2M Device per billing period.

3. CUSTOMER'S RIGHTS AND OBLIGATIONS

3.1 Devices From Third Parties

A. 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. 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 will not be responsible for the M2M Devices.

B. Compatibility. Customer and End Users will use only M2M Devices that comply with (i) Sprint's requirements for compatibility of devices with the M2M Services and the Facilities, including the successful completion of Sprint's device certification process; and (ii) all applicable FCC, federal, or state requirements for compatibility of devices with the M2M Services and the Facilities. If any device used by an End User does not comply with the standards set forth in this section 3.1.B, Customer will immediately terminate the Bundled Service to such device. If Sprint becomes aware that any device used by Customer 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.

C. No Sprint Responsibility for Customer Devices. Sprint is not responsible to Customer or any End User for the operation, testing, maintenance, transportation, handling, transfer, loading, or unloading of any M2M Devices procured from any party other than Sprint at any time. Sprint is not required to make any changes, modifications, or additions to its equipment, operations, or Facilities to accommodate Customer or the M2M Devices provided by Customer.

D. Provision of ESN. Before Customer makes M2M Devices available to End Users in connection with providing the Bundled Service, Customer will provide to Sprint the ESN for each M2M Device.

3.2 Customer's Responsibility and Liability. Customer is responsible and liable for all services necessary to provide the Bundled Service, such as End User credit verification, billing, collection, customer service and support, and all risks and expenses in connection with, related to, or arising out of the provision of the Bundled Service. Customer will not direct any End Users to Sprint for any customer care issues. Customer will 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. Customer will not make any representation, warranty, or covenant to any End User that would misrepresent or conflict with the Agreement. Customer may provide written terms and conditions of service to End Users.

3.3 Customer's Responsibility for 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 End User fraud, such as subscription fraud, fraud associated with the use of the Bundled Service, or usage on lost or stolen M2M Devices that Customer fails to deactivate, as well as 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.

3.4 Interference. Customer's agents, employees, representatives, and End Users may not interfere with the Facilities, the Sprint Networks or Sprint 4G Network, or the M2M Services in a way as to impair the quality of service provided by Sprint to its customers. 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.

3.5 Subpoena Compliance. If Customer receives a subpoena relating to End User billing records or any information, Customer will comply with the subpoena. If the subpoena requests information not in Customer's possession, Customer will promptly contact Sprint for assistance in compliance with the subpoena. If Customer either: (a) fails to comply with the subpoena; or (b) when applicable, fails to promptly contact Sprint for assistance, and if Sprint is fined as a result of Customer's failure described in (a) or (b) above, Customer will reimburse Sprint for the amount of the fine.

3.6 Electronic Surveillance. If Customer receives a court order relating to electronic surveillance of an End User, Customer will comply with the court order and will promptly contact Sprint for technical assistance in performing the electronic surveillance and will

provide any additional information that Sprint requests related to the surveillance, including the court order. If Customer either: (a) fails to comply with the court order; or (b) fails to promptly contact Sprint for technical assistance in performing the electronic surveillance, and if Sprint is fined as a result of Customer's failure described in (a) or (b) above, Customer will reimburse Sprint for the amount of the fine. If Sprint receives a court order relating to a subpoena or electronic surveillance of an M2M Device or an End User, Customer will promptly cooperate with all of Sprint's requests.

3.7 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 Bundled Service, and if Sprint works with such vendor or contractor, in all such cases Customer is responsible for the actions of such vendors or contractors.

3.8 Privacy

A. To the extent an M2M Device involves a location-based service, Customer must ensure that each End User 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.

B. Customer (a) is fully responsible for any unauthorized collection, access, disclosure, and use of information relating to End User's use of the M2M Device including, without limitation, location information; (b) will implement administrative, physical, and technical safeguards to protect the same; (c) will maintain an up-to-date privacy policy that fully explains (i) what information it collects about its End Users, (ii) how it uses that information, (iii) how it secures that information, and (iv) to whom it discloses that information; and (d) will comply with all applicable laws, including without limitation data security, privacy, marketing, and consumer protection laws. Sprint does not represent or warrant, and nothing in this Agreement shall be construed to mean, that any Sprint Products or Services will put or keep Customer in compliance with any laws, rules, or regulations.

4. MODIFICATIONS. Sprint may, in its sole discretion, change or update the Facilities or Sprint's operations, equipment, software, procedures, or services. Sprint will not be liable to Customer or to End Users 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.

5. INSURANCE. Customer must, at its sole expense, obtain and keep in force Commercial General Liability Coverage, including personal injury, bodily injury, property damage, operations hazard, independent contractor coverage, and contractual liability, in limits not less than \$3,000,000 for each occurrence (combined single limit), with Customer named as insured in the policy and Sprint named as additional insured in the policy. All required insurance policies must be taken out with insurers that are licensed to do business in the jurisdictions where Customer is doing business and who hold a current rating of not less than A-, VII according to A.M. Best. Customer agrees that certificates of insurance will be delivered to Sprint within 15 days of request by Sprint. All policies must contain an undertaking by the insurers to notify Sprint in writing not less than 30 days before any material change, reduction in coverage, cancellation, or termination of the insurance.

6. INDEMNIFICATION

6.1 In addition to any other applicable indemnification provisions contained in the Agreement, Customer agrees to indemnify and defend Sprint its directors, officers, employees, agents, and their successors and assigns (separately and collectively, the "**Sprint Indemnitee**") from and against all liabilities, claims, demands, losses, damages, costs, and expenses (including any penalty, interest, and reasonable attorneys' fees) which may be assessed against or incurred by the Sprint Indemnitee relating to or arising out of Customer providing the Bundled Services or Customer's, End Users', or third party's use of the M2M Services and/or Bundled Services, including without limitation the following:

- A.** libel, slander, infringement of copyright, or invasion of privacy from the material transmitted over the Facilities by Customer or its End Users;
- B.** any claim relating to or arising out of Customer's breach of its obligations in section 3.8 ("Privacy");
- C.** any wiretapping or other surveillance that Customer may direct Sprint to undertake;
- D.** infringements of the Sprint Indemnitee's intellectual property rights by Customer, its End Users, contractors, agents, and other persons or entities acting for or on behalf of Customer; or
- E.** any third party formal or informal complaint, including complaints regarding the coverage maps, performance, quality, functionality, or any other claim related to M2M Services and/or Bundled Services provided to End Users.

6.2 The provisions related to limitations of liability in the Agreement do not apply to Customer's obligations under this section 6. If Customer fails to indemnify Sprint as provided in this section 6, Sprint may exercise against Customer any right or remedy under the Agreement and any other right or remedy that Sprint may have (now or hereafter existing) at law, in equity, or under statute.

7. EARLY TERMINATION BY SPRINT. If Sprint ceases to be licensed 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 Agreement in its entirety without any liability by giving Customer at least 30 days' prior written notice.

8. DEFINITIONS

8.1 "Bundled Service" means the service provided by Customer to End Users under Customer's label, brand, and marks, utilizing the M2M Services provided to Customer by Sprint under the Agreement in connection with the unique services provided by Customer as more specifically described in the Agreement.

8.2 "End User" means Customer or any other person or entity using the Bundled Service.

8.3 "ESN" means the electronic serial number for each M2M Device in a form satisfactory to Sprint.

8.4 "Facilities" means the telecommunications switching equipment, cell site transceiver equipment, connecting circuits, software, and other equipment installed, maintained, expanded, modified, or replaced by Sprint to provide M2M Services.

8.5 "FCC" means the Federal Communications Commission or any successor agency.

8.6 "M2M Services" means the data only service that operates on the Sprint Networks or the Sprint 4G Network that allows machines to transport data to other machines in a predetermined process provided to Customer by Sprint as described in the Agreement.

8.7 "MDN" means a mobile device number assigned to an M2M Device by Sprint under the Agreement.

8.8 "Sprint 4G Network" means the wideband OFDM technology, including WiMax, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.

8.9 "Sprint Networks" means the Nationwide Sprint Network, Sprint 3G Network, and/or Nextel National Network used by Sprint to provide the M2M Services.

8.10 "M2M Device" means a device that operates on the Nationwide Sprint Network, Sprint 3G Network, Sprint 4G Network, or the Nextel National Network; that has been approved and certified by Sprint for use in an M2M Services; and that has been integrated, by Customer, into the Bundled Service in a manner that has been approved by Sprint.

DRAFT

Sprint Legal Comments

The following are Sprint's comments to the Solicitation terms and conditions (the headings correspond to those in the Solicitation). With respect to the terms and conditions set forth within the Solicitation, Sprint has read and understands; provided, however, Sprint respectfully takes exception to certain terms and conditions set forth within the Solicitation, and hereby offers the terms and conditions described in the enclosed Government Wireless Services Agreement. Accordingly, Sprint respectfully takes exception to all elements of the RFP that are inconsistent with or contrary to the Government Wireless Services Agreement. Should the Customer decide not to use this vehicle, Sprint reserves the right to include additional terms and conditions. To the extent Sprint has clarified or taken exception to a Solicitation term or proposed additional terms not addressed in the Solicitation, such comments have been included only after careful consideration of the Solicitation requirements, Sprint's corporate policies, and applicable law. Sprint has made a good faith effort to respond to all Solicitation terms and requirements to the best of its ability and knowledge. If Sprint is awarded the contract, Sprint will negotiate in good faith to execute a definitive agreement for the equipment and services contemplated by the Solicitation that will incorporate elements of the Solicitation, Sprint's Solicitation responses, the terms and conditions described in the enclosed Government Wireless Services Agreement and any additional commercially reasonable terms and conditions negotiated by the parties.

GENERAL TERMS & CONDITIONS – REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

12. Bankruptcy. Sprint respectfully takes exception to this provision as an improper "ipso facto" clause, which is unenforceable under the Bankruptcy Code. Such purported termination violates section 362 of the Bankruptcy Code and therefore is ineffective. Pursuant to section 541 of the Bankruptcy Code, the filing of a petition under chapter 11 of the Bankruptcy Code creates an estate before the Bankruptcy Court comprising all of the debtor's property, wherever located and by whomever held. Furthermore, pursuant to section 362(a)(3) of the Bankruptcy Code, upon the commencement of a chapter 11 case, all entities are stayed from, among other things, "any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate." Thus, the Bankruptcy Code prohibits the termination of an executory contract solely because of a debtor's bankruptcy filing.

13. HIPAA Business Associate Addendum. Sprint has read, understands and respectfully takes exception to the requirement to enter into a HIPAA Business Associate Addendum. Sprint has concluded that it is not a "Business Associate" under the HIPAA Regulations (45 CFR Part 160) due to the fact that Sprint acts merely as a "conduit" under the Agreement. The following is directly taken from the preamble of the HIPAA Regulations:

"We do not require a covered entity to enter into a business associate contract with a person or organization that acts merely as a conduit for protected health information (e.g., the US Postal Service, certain private couriers and their electronic equivalents). A conduit transports information but does not access it other than on a random or infrequent basis as may be necessary for the performance of the transportation service, or as required by law. Since no disclosure is intended by the covered entity and the probability of exposure of any particular protected health information to a conduit is very small, we do not consider a conduit to be a business associate of a covered entity."

Based on the foregoing, it is Sprint's position that its services are merely that of a conduit and that Sprint is not deemed to be a Business Associate under the HIPAA Regulations. Therefore, Sprint is not required to enter into the proposed Business Associate Addendum.

16. Antitrust. Sprint has read, understands and will comply with this provision, subject to the clarification that Sprint will assign such causes of action to Customer to the extent Customer can

demonstrate that it has either (1) paid monies not otherwise due or (2) received less compensation than it would otherwise have been entitled to receive as a result of violations of federal or state antitrust laws.

REQUEST FOR QUOTATION FORM

Bankruptcy. Sprint respectfully takes exception to this provision as an improper “ipso facto” clause, which is unenforceable under the Bankruptcy Code. Such purported termination violates section 362 of the Bankruptcy Code and therefore is ineffective. Pursuant to section 541 of the Bankruptcy Code, the filing of a petition under chapter 11 of the Bankruptcy Code creates an estate before the Bankruptcy Court comprising all of the debtor’s property, wherever located and by whomever held. Furthermore, pursuant to section 362(a)(3) of the Bankruptcy Code, upon the commencement of a chapter 11 case, all entities are stayed from, among other things, “any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate.” Thus, the Bankruptcy Code prohibits the termination of an executory contract solely because of a debtor’s bankruptcy filing.

Terms and Conditions of the RFP supersede other terms. Sprint has read and understands this requirement and will comply as follows: Sprint has respectfully taken exception to certain terms and conditions described in the Solicitation and has offered additional terms and conditions which do not conflict with the State’s terms and conditions, but include important notices regarding use of service, compliance with industry requirements and that help Sprint provide the highest quality telecommunications products and services at competitive prices.]

REQUEST FOR QUOTATION: CPHONE 11, STATEWIDE CONTRACT, INTEGRATED CELLULAR COMMUNICATIONS

3.0 SCOPE OF WORK.

3.1 Warranty. Sprint is not the manufacturer of the Equipment and is not in a position to offer its own independent warranties on the Equipment. Sprint will offer Customer the benefit of all representations, warranties and indemnities from the manufacturer to the extent allowed by contract.

3.2 E911 Compatibility. For 911 calls, an emergency responder’s ability to locate Customer through Sprint Wireless Products and Services may be affected by various factors, including but not limited to the type of Product used, lack of a GPS-enabled device, geography or other factors such as the porting process. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. In certain circumstances, a 911 call may be routed to a state patrol dispatcher. Enhanced 911 (“E911”) service that is compatible with the FCC technical requirements is not available in all areas. 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.

3.5 Services Provided.

3.5.3 Porting of Numbers. Before a telephone number previously used with another carrier can be used on the Sprint Networks, Customer must provide information about the account with the other carrier, such as the account number, social security number or tax identification number, telephone number, 5 digit zip code and password, if applicable, and purchase wireless Products from Sprint. Until the port from the previous carrier is successful, the Sprint wireless Product will only be able to call 911 and Sprint Customer Care. Once the port is completed, Customer’s old device will no longer work. However, due to system limitations and issues outside Sprint’s control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful.

Vendor Preference Certificate

Purchasing Affidavit


Attachment 1 Sprint Equipment Portfolio

Sprint 3G and 4G Phones


Sprint 3G and 4G Phones are high-quality wireless devices from leading manufacturers such as BlackBerry, HTC, LG, Palm, Sanyo and Samsung. A wide variety of phones are available to meet business requirements, including the industry's largest selection of 3G and 4G data-capable handsets, a complete lineup of smartphones with PDA functionality, and the latest phones supporting the Google Android Operating System.

All Sprint CDMA phones provide a remarkably clear connection with features that work the same virtually anywhere on the Nationwide Sprint Network. Our industry-leading selection of phones and personal communication devices offer clear calls and full-color screens and most offer the benefits of Sprint mobile broadband data services and digital camera capabilities.


Note: all listed prices may not include additional credits, web/promotional discounts or mail-in rebates that the State may receive. As devices are constantly added, contact your Sprint Account Team for current equipment flat rate pricing.

| Devices | Features |
|--|--|
| <p>HTC EVO 3D</p>  | <ul style="list-style-type: none"> ◆ Industry leading 4.3" 3D qHD display – first in the US ◆ Qualcomm MSM8660 1.2 GHz dual core processor ◆ (Two) 5.0MP rear facing cameras with flash, and a 1.3MP front facing, opening up new frontiers for User ◆ Generated Content, social networking, and streaming video ◆ Capture, view, and share HD-quality content from your phone in HD (HDMI and DLNA output) ◆ HTC Sense - Award winning user experience taking social networking, navigation, and customization to new levels ◆ Android 2.3 ◆ World class HTML browsing experience with the bandwidth and quality that rivals that of netbooks ◆ 1GB RAM, 4GB ROM ◆ Wi-Fi b/g/n capable ◆ Sprint Mobile Hot Spot (up to 8 devices) ◆ GPS Navigation ◆ Stereo Bluetooth wireless technology ◆ microSD slot (supports 32GB – 8GB included) ◆ 3.5mm headset jack and Micro USB ◆ Proximity, G-Sensor, Light sensors ◆ Digital compass ◆ FM Radio ◆ Included Accessories ◆ Standard 1730 mAh Lithium-Ion Battery ◆ Travel Charger ◆ Micro-USB Cable ◆ 8GB MicroSD Card |



**STATE OF WEST VIRGINIA RFQ CPHONE11
INTEGRATED CELLULAR COMMUNICATIONS**

| Devices | Features |
|---|--|
| <p align="center">HTC EVO 4G</p>  | <ul style="list-style-type: none"> ♦ America's first 3G/4G handset ♦ Android 2.1 Operating System ♦ Qualcomm Snapdragon QSD8650 (1GHz) processor ♦ 4.3" capacitive display with pinch-to-zoom and tactile feedback ♦ Updated HTC Sense, award-winning user experience, which includes seamless integration to your business and personal life ♦ 3G/4G Mobile Hot Spot capability – connect up to eight employees with Wi-Fi enabled Devices ♦ 8MP autofocus camera with dual LED flash and 1.3MP front-facing camera allows mobile workers the ability to obtain high quality images ♦ High-quality video streaming and downloads at 3G and 4G data speeds can relay important information and training to employees in the field ♦ Capture and share HD-quality video (720p) from your phone ♦ Output pictures, slides and videos in HD quality (720p) via HDMI cable (sold separately) for powerful presentations ♦ Live video sharing with Qik lets co-workers collaborate in real time ♦ Built-in kickstand for hands-free viewing ♦ Built-in Wi-Fi: 802.11 b/g ♦ Digital compass, G-Sensor, proximity sensor, light sensor, GPS ♦ Bluetooth 2.1 with A2DP Stereo and EDR ♦ Expandable memory: 8GB microSD card included; supports up to 32GB ♦ Included Accessories ♦ 8GB microSD card |



**STATE OF WEST VIRGINIA RFQ CPHONE11
INTEGRATED CELLULAR COMMUNICATIONS**



| Devices | Features |
|--|--|
| <p>Motorola PHOTON 4G</p>  | <ul style="list-style-type: none"> ♦ Access to 4G Networks (where available) ♦ Worldphone with GSM capabilities ♦ 1 GHz NVIDIA Tegra 2 Dual Core Processor ♦ Adobe Flash 10 Web Browsing ♦ Android 2.3 OS ♦ Bluetooth Enabled ♦ Cameras (Dual) - 8.0 MP and VGA Front ♦ 4.3" qHD Capacitive Touchscreen ♦ Contacts/Phonebook Entries ♦ Downloadable Applications ♦ Email - Corporate Outlook (MS Direct Push Tech/MS Active Sync) ♦ Email - Personal (POP3 & IMAP) ♦ GPS-Enabled (911) ♦ Hearing Aid Compatible (HAC) M3/T3 ♦ Memory Card - 16GB Internal Memory & 1GB RAM ♦ Micro-SD Slot ♦ Mobile Hotspot - 3G - up to 8 devices ♦ Multi-Language ♦ Phone As A Modem ♦ Speakerphone ♦ Voice Activated Dialing ♦ Voice Recorder ♦ Web, Messaging & Ringers ♦ Wi-Fi ♦ Worldphone Capabilities (HSDPA/GSM) ♦ Dimensions: 2.6" x 5.0" x 0.5" ♦ Weight: 5.6 oz ♦ Battery type: 1700 mAH standard ♦ Talktime: Up to 10 Hours ♦ Included Accessories ♦ 8GB microSD card |

**STATE OF WEST VIRGINIA RFQ CPHONE11
INTEGRATED CELLULAR COMMUNICATIONS**



| Devices | Features |
|--|---|
| <p align="center">Samsung Conquer</p>  | <ul style="list-style-type: none"> ♦ Access to 4G Networks (where available) ♦ Processor - 1GHz Dual Core ♦ Bluetooth Enabled ♦ Cameras (Dual) - 3.2 and 1.3MP ♦ 3.5" Touch Screen ♦ Android 2.3 ♦ Contacts/Phonebook Entries ♦ Downloadable Applications ♦ Email - Corporate Outlook (MS Direct Push Tech/MS Active Sync) ♦ Email - Personal (POP3 & IMAP) ♦ GPS-Enabled (911) ♦ Hearing Aid Compatibility M4/T4 ♦ Memory- 1024MB ROM and 512 RAM & Micro-SD Slot™ ♦ Mobile Hotspot Capable (3G/4G) ♦ Speakerphone ♦ Voice Activated Dialing ♦ Wi-Fi ♦ Wireless Backup ♦ Dimensions: 4.6" x 2.4" x 0.5" ♦ Battery type: 1500 mAh Lithium Ion Battery ♦ Weight: 4.1 oz. ♦ Talktime (Digital): Up to 6.0 Hours ♦ Included Accessories ♦ 1500 mAh Lithium Ion (Li-Ion) Battery ♦ Battery Door ♦ AC Phone Charger ♦ 2GB microSD Memory Card (Installed)adapter |
| <p align="center">HTC EVO Shift</p>  | <ul style="list-style-type: none"> ♦ 3G/4G handset ♦ Android 2.2 Operating System ♦ Qualcomm Snapdragon QSD8650 (1GHz) processor ♦ 3.6" Capacitive Display with Pinch to Zoom Capability ♦ 5.0 Megapixel Camera and Camcorder ♦ 3G/4G Mobile Hot Spot capability – connect up to eight employees with Wi-Fi enabled Devices ♦ High-quality video streaming and downloads at 3G and 4G data speeds can relay important information and training to employees in the field ♦ Accelerometer & proximity sensor ♦ Built in FM Radio ♦ Built-in Wi-Fi: 802.11 b/g ♦ Bluetooth 2.1 with A2DP Stereo and EDR ♦ Expandable memory: 8GB microSD card included; supports up to 32GB ♦ Included Accessories ♦ Standard Lithium Ion Battery(1500 mAh) ♦ Wall charger ♦ Micro USB Cable ♦ MicroSD Card - 2GB included |



**STATE OF WEST VIRGINIA RFQ CPHONE11
INTEGRATED CELLULAR COMMUNICATIONS**



| Devices | Features |
|--|--|
| <p align="center">Samsung Epic 4G</p>  | <ul style="list-style-type: none"> ♦ America's second 3G/4G handset ♦ Android 2.2 Operating System ♦ Samsung Hummingbird Cortex A8 Processor ♦ 4.0" Super-AMOLED display ♦ Full, slide-out QWERTY keyboard ♦ 3G/4G Mobile Hot Spot capability – connect up to five employees with Wi-Fi enabled Devices ♦ Accelerometer and Proximity Sensor ♦ 5MP autofocus camera with dual LED flash and 1.3MP front-facing camera allows mobile workers the ability to obtain high quality images ♦ High-quality video streaming and downloads at 3G and 4G data speeds can relay important information and training to employees in the field ♦ DLNA Media Capable ♦ Live video sharing with Qik lets co-workers collaborate in real time ♦ Visual Voicemail ♦ Built-in Wi-Fi: 802.11 b/g ♦ Bluetooth 2.1 with A2DP Stereo and EDR <p>Included Accessories</p> <ul style="list-style-type: none"> ♦ Standard Li-Ion 1500 mAh ♦ AC Charger ♦ SanDisk 16GB Mobile Ultra MicroSD Card w/ reader ♦ Micro USB Cable |
| <p align="center">Motorola XPRT</p>  | <ul style="list-style-type: none"> ♦ 3G Handset ♦ Android 2.2 Operating System ♦ International World Phone ♦ 1Ghz Processor ♦ High-resolution 3.1" HVGA display and QWERTY keypad ♦ Mobile hotspot capability (up to 5 devices) ♦ Adobe Flash 10 web browsing ♦ MotoBlur User Interface ♦ Enterprise ready with data encryption ♦ 5 MP Camera and camcorder ♦ Bluetooth 2.1 + EDR ♦ MicroSD Card Slot that supporting up to 32GB ♦ Wi-Fi enabled <p>Included Accessories</p> <ul style="list-style-type: none"> ♦ 1860 mAh Lithium Ion ♦ Battery door ♦ AC Charger ♦ 2GB SD Card (inserted) ♦ SIM Card inserted |

| Devices | Features |
|---|---|
| <p>Samsung Nexus S from Google</p>  | <ul style="list-style-type: none"> ✦ 1GHz Cortex A8 (Hummingbird) processor ✦ 3G/4G handset ✦ Stock Android 2.3 (Gingerbread) ✦ 3G/4G Mobile Hot Spot capability ✦ Brilliant 4.0 inch Super-AMOLED contour display with curved glass screen ✦ Google Voice/Sprint One Number Integration ✦ Use your Sprint mobile number for intelligent call routing, advanced call controls and online integration of your SMS, voicemail and call logs with Google Voice™ ✦ Refreshed user interface, an improved keyboard, NFC support and more ✦ Dual cameras: Primary 5.0 MP with video and flash, VGA front-facing ✦ 16GB Internal Memory (ROM)/512MB (RAM) ✦ Near Field Communications (NFC) support ✦ Allows the phone to act as a credit card or pull in information by reading nearby RFID tags to read information from "smart tags" or everyday objects with NFC chips ✦ Wi-Fi 802.11 n/b/g ✦ Included Accessories ✦ 1500 mAh ion Lithium Battery ✦ AC Charger/USB cable combo ✦ 3.5 mm Stereo Headset |
| <p>HTC Arrive</p>  | <ul style="list-style-type: none"> ✦ 1 GHz processor ✦ Windows Mobile 7 ✦ 3G speeds where available ✦ Slide-out QWERTY keyboard ✦ Integrated contacts from multiple sources ✦ Chat-style messaging ✦ Touchscreen ✦ Music capable ✦ GPS Navigation enabled ✦ Web browsing capable ✦ Email capable ✦ Camera ✦ Bluetooth Wireless ✦ Voice activated dialing ✦ Connects to broadband router ✦ Included Accessories ✦ Standard Lithium Ion Battery(1500 mAh) ✦ Standard Battery Door ✦ AC Phone Charger ✦ Stereo Headset |




**STATE OF WEST VIRGINIA RFQ CPHONE11
INTEGRATED CELLULAR COMMUNICATIONS**

| Devices | Features |
|---|---|
| <p align="center">Kyocera Echo</p>  | <ul style="list-style-type: none"> ♦ Dual 3.5-inch touchscreens (4.7-inches combined) ♦ 1 GHz processor ♦ Mobile Hotspot capable ♦ 3G speeds where available ♦ Android 2.2 ♦ Integrated contacts from multiple sources ♦ Chat-style messaging ♦ Touchscreen ♦ GPS Navigation enabled ♦ Web browsing capable ♦ Email capable ♦ Camera ♦ Bluetooth Wireless ♦ Memory card slot ♦ Voice activated dialing ♦ Supports multiple simultaneous users ♦ TTY and Hearing Aid Compatibility – rating M4 <p>Included Accessories</p> <ul style="list-style-type: none"> ♦ 2 Standard Li-Ion Battery (1370 mAh) ♦ Standard Battery Door ♦ AC Adapter (MicroUSB Data cable pluggable) ♦ SD Adapter & Travel Charger ♦ MicroSD Card - 8GB included |
| <p align="center">Palm Pixi</p>  | <ul style="list-style-type: none"> ♦ Sprint 3G ♦ Multi-touchscreen with QWERTY keyboard ♦ 2.0 MP Camera with flash ♦ Palm webOS and Palm Synergy ♦ Email, including Outlook EAS, as well as personal email support (POP3, IMAP) ♦ Linked Contacts and Layered Calendars ♦ Multi-Tasking ♦ Universal Search ♦ 8 GB Internal Memory (non-removable) ♦ Removable and rechargeable battery ♦ E911 Emergency Location-enabled ♦ TTY and Hearing Aid Compatibility – rating M4 <p>Included Accessories</p> <ul style="list-style-type: none"> ♦ Standard Battery ♦ AC Travel Charger ♦ USB Cable |



| Devices | Features |
|---|---|
| <p>Transform by Samsung</p>  | <ul style="list-style-type: none"> ◆ Sprint 3G ◆ Android 2.1 with Sprint ID ◆ Brilliant 3.5" HVGA display & premium touchscreen ◆ Slide out QWERTY keyboard ◆ Dual Cameras - rear-facing 3.2 megapixel camera with flash and a bonus front-facing camera ◆ External memory card slot included (supports up to 32GB) ◆ Access to Android Market ◆ Visual Voicemail ◆ Corporate & Mobile email ◆ Wi-Fi Enabled - 802.11 b/g ◆ Stereo Bluetooth Wireless technology ◆ GPS enabled ◆ E911 Emergency Location-enabled ◆ TTY and Hearing Aid Compatibility – rating M4/T3 <p>Included Accessories</p> <ul style="list-style-type: none"> ◆ Standard Li-Ion Polymer Battery 1500 mAh ◆ Battery cover ◆ MicroUSB AC Phone Charger |
| <p>Intercept by Samsung</p>  | <ul style="list-style-type: none"> ◆ Sprint 3G ◆ Android OS ◆ Premium Touchscreen -Brilliant 3.0" WQVGA display ◆ 3.2 megapixel camera and camcorder ◆ External memory card slot included (supports up to 32GB) ◆ Access to Android Market ◆ Wi-Fi capable ◆ Accelerometer ◆ Stereo Bluetooth Wireless technology ◆ GPS enabled ◆ E911 Emergency Location-enabled ◆ Mobile Sync ◆ TTY and Hearing Aid Compatibility – rating M3/T3 <p>Included Accessories</p> <ul style="list-style-type: none"> ◆ Standard Lithium Ion (Li-Ion) Battery ◆ AC Phone Charger ◆ USB Sync Cable ◆ MicroSD Card Adapter |

| Devices | Features |
|---|---|
| <p data-bbox="394 407 591 434">Samsung Reclaim</p>  | <ul style="list-style-type: none"> ◆ Sprint 3G ◆ Eco-friendly, better for the environment <ul style="list-style-type: none"> ○ Handset built using Bio-Plastic materials extracted from corn ○ 80% made from recyclable materials ○ Phone and charger meet European RoHS and Greenpeace International standards ◆ Sprint One Click- Green Tile <ul style="list-style-type: none"> ○ Break the Addiction (MTV) – A new green tip everyday ○ Five Simple Steps (Discovery) – Five simple changes, from how you commute to what you eat for dinner ○ Green Glossary (Discovery) – Every word and explanation you need to know about the Earth and climate change ○ All Things Green (Sprint) – A new category to be added to SprintWeb that will contain dynamic green headlines, all available green sites, links to downloadable content ◆ Speaker-Independent Voice Dialing ◆ Slider with QWERTY Keyboard ◆ 2.0 MP Camera and Camcorder ◆ External Memory Card Slot (Supports up to 32GB microSD card) ◆ Fashionable color options – Earth Green, Grey ◆ Stereo Bluetooth Wireless technology ◆ E911 Emergency Location-enabled ◆ TTY and Hearing Aid Compatibility – M4/T4 |
| <p data-bbox="394 1068 591 1096">Samsung Restore</p>  | <ul style="list-style-type: none"> ◆ 1 Click Experience ◆ Band: Dual ◆ Bluetooth Enabled ◆ Camera - 2.0MP ◆ Color Screen ◆ Contacts/Phonebook Entries ◆ Downloadable Applications (Java), Ring Tones, Wallpapers ◆ Memory Card, Micro-SD Slot ◆ MP3/Media Player ◆ Multimedia ◆ Multi-Language ◆ Picture Mail- MMS ◆ Speakerphone ◆ Video Capture/Playback, Video Mail ◆ Voice Activated Dialing, Voice Recorder ◆ Web, Messaging & Ringers ◆ Wireless Backup ◆ GPS-Enabled (911) ◆ Hearing Aid Compatible M4/T3 |



**STATE OF WEST VIRGINIA RFQ CPHONE11
INTEGRATED CELLULAR COMMUNICATIONS**

| Devices | Features |
|--|---|
| <p align="center">Samsung Replenish</p>  | <ul style="list-style-type: none"> ♦ 2.8" Touch QWERTY bar phone ♦ Eco-friendly- handset built using recyclable materials ♦ Made of 82% recyclable materials with outer casing made from 34.6% recycled plastics ♦ Eco -friendly packaging ♦ Sprint ID - Green pack- giving you tools, tips and apps you need to live a greener life ♦ 2 MP Camera and camcorder ♦ Android 2.2 ♦ Wi-Fi and GPS capable ♦ MicroSD Card Slot that supporting up to 32GB ♦ Stereo Bluetooth Technology ♦ Solar door charging accessory <p>Included Accessories</p> <ul style="list-style-type: none"> ♦ 1600 mAH Lithium Ion ♦ AC charger ♦ 2 GB microSD Memory Card (with adapter) |
| <p align="center">Seek by Samsung</p>  | <ul style="list-style-type: none"> ♦ Sprint 3G ♦ QWERTY Keyboard ♦ Sprint One Click ♦ 1.3 MP camera and video camcorder ♦ MP3 player with MicroSD slot (up to 32GB) ♦ Bluetooth Enabled ♦ Sprint Mobile Email, Instant Messaging, SMS text messaging ♦ Picture Mail ♦ Speaker-Independent Voice Dialing ♦ Bluetooth Caller ID ♦ E911 Emergency Location-enabled ♦ TTY and Hearing Aid Compatibility – M4/T4 <p>Included Accessories</p> <ul style="list-style-type: none"> ♦ Standard Lithium Ion Battery ♦ AC Charger |
| <p align="center">M360 by Samsung</p>  | <ul style="list-style-type: none"> ♦ Sprint 3G ♦ 1.3 megapixel camera and video camcorder ♦ Bluetooth technology ♦ Instant Messaging, SMS text messaging ♦ Sprint PCS Picture Mail ♦ Web Browser with Google Search ♦ One Touch Activation ♦ Speaker-Independent Voice Dialing ♦ Sprint GPS Navigation ♦ E911 Emergency Location-enabled ♦ TTY and Hearing Aid Compatibility – M4 |



**STATE OF WEST VIRGINIA RFQ CPHONE11
INTEGRATED CELLULAR COMMUNICATIONS**

| Devices | Features |
|--|--|
| <p align="center">M240 by Samsung</p>  | <ul style="list-style-type: none"> ◆ Sprint 3G ◆ 2.5mm Headset Jack ◆ Bluetooth technology ◆ Instant Messaging, SMS text messaging ◆ Sprint PCS Picture Mail ◆ One Touch Activation ◆ Wireless Backup ◆ Speaker-Independent Voice Dialing ◆ Sprint GPS Navigation ◆ Multiple Language Support ◆ E911 Emergency Location-enabled ◆ TTY and Hearing Aid Compatibility – M4 |
| <p align="center">Motorola ES400</p>  | <ul style="list-style-type: none"> ◆ World Phone Capability for International travel offering the ability to use one device both in the U.S. and while traveling outside of North America. This phone supports EVDO Rev. A & HSDPA/GSM (SIM Card inserted) ◆ Superior Durability (Mil-Spec 810F compliant & IP-42 sealed with 3' drop to vinyl on concrete) ◆ Windows Mobile Pro 6.5 ◆ Candy Bar Style with QWERTY keyboard ◆ 3.2 MP Camera ◆ 3" VGA Touch Display (Super Bright for Outdoors) 480 x 640 Main Display ◆ Barcode imager with red-line aimer capable of 1D and 2D area image scan ◆ Memory: 1GB ROM/256MB RAM and expandable to 32GB with micro SD ◆ Biometrics (Finger swipe Secure ID) & Cisco Security ◆ Customizable UI for Enterprise Business Solutions/Customizable Home Screen ◆ Wi-Fi – 802.11 a/b/g with Enterprise Security ◆ VoIP – VoWAN, VoWLAN ◆ Signature Capture Capable <p>Included Accessories</p> <ul style="list-style-type: none"> ◆ Standard 1540 mAh Battery ◆ Battery Door ◆ AC Charger ◆ Micro SD card 2GB ◆ GSM Sim card ◆ Stylus |



**STATE OF WEST VIRGINIA RFQ CPHONE11
INTEGRATED CELLULAR COMMUNICATIONS**

| Devices | Features |
|--|--|
| <p align="center">Touch PRO2 by HTC</p>  | <ul style="list-style-type: none"> ◆ World Phone Capability for International travel offering the ability to use one device both in the U.S. and while traveling outside of North America. This phone supports CDMA, 2100 MHz UMTS/HSPA and quad-band EDGE/GPRS/GSM networks. ◆ Windows Mobile 6.5 ◆ 3.2 megapixel camera and camcorder ◆ Microsoft Windows Mobile 6.1 ◆ QWERTY Keyboard ◆ Vibrant TouchFLO 3D user interface ◆ Stereo Bluetooth technology ◆ Built-in Wi-Fi Capability ◆ Wireless Email-Corporate and Personal ◆ Text, Pic and Video Messaging ◆ Sprint Navigation and Live Search ◆ Straight Talk™ Technology dual speakers, dual microphones and a mute button provide a Polycom like Experience ◆ Sprint Mobile Sync ◆ Productivity tools ◆ E911 Emergency Location-enabled ◆ TTY/TDD compatible ◆ Hearing Aid Compatibility – M3 <p>Included Accessories</p> <ul style="list-style-type: none"> ◆ Standard Lithium Ion (Li-Ion) Battery ◆ AC Charger ◆ USB Charging Cable ◆ Additional Stylus ◆ MicroSD Card |
| <p align="center">BlackBerry Torch 9850</p>  | <ul style="list-style-type: none"> ◆ BlackBerry 7.0 OS ◆ Qualcomm MSM8655 1.2GHz Snapdragon Processor ◆ 4GB ROM, 768 RAM ◆ WiFi 801.11 b/g/n and GPS Capable ◆ MicroSD slot (supports 32GB) – 4GB MicroSDTM installed ◆ 5.0 Megapixel Camera ◆ Stereo Bluetooth wireless technology ◆ 3.5mm headset jack and Micro USB ◆ Magnetometer/Accelerometer ◆ Email - Corporate Outlook (MS Direct Push Tech/MS Active Sync) ◆ Email - Personal (POP3 & IMAP) ◆ GPS-Enabled (911) ◆ Google Voice - Preloaded App ◆ Hands free activation ◆ Hearing Aid Compatible (HAC) M3/T3 ◆ MP3/Media Player ◆ Dimensions: 4.7" x 2.4" x 0.5" ◆ Battery: 1230 mAh standard ◆ Weight: 4.8 oz ◆ Talktime (Digital): Up to 5.8 Hours <p>Included Accessories</p> <ul style="list-style-type: none"> ◆ 1230 mAh Lithium Ion Battery ◆ Battery Door ◆ AC Charger ◆ Stereo Headset ◆ Micro USB Cable ◆ 4GB MicroSD Card (inserted) ◆ SIM Card (inserted) |



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| Devices | Features |
|---|---|
| <p align="center">BlackBerry Style 9670</p>  | <ul style="list-style-type: none"> ◆ BlackBerry-powered flip form factor ◆ BlackBerry 6 ◆ QWERTY keyboard with trackpad interface ◆ BlackBerry Push Technology ◆ Mobile Email ◆ Built-in Wi-Fi Capability and GPS enabled ◆ Instant Messaging ◆ 5.0 megapixel camera and camcorder ◆ Micro SD card slot Compatible up to 32GB ◆ Bluetooth enabled including Stereo BT profile ◆ Visual Voicemail ◆ Access to BlackBerry App World ◆ BlackBerry Media Sync ◆ TTY Compatible ◆ Hearing Aid Compatibility M4/T4 <p>Included Accessories</p> <ul style="list-style-type: none"> ◆ TBD |
| <p align="center">BlackBerry Bold 9650 by RIM</p>  | <ul style="list-style-type: none"> ◆ Dual Network Capability for International Travel ◆ Unlocked SIM Device ◆ QWERTY keyboard ◆ BlackBerry Push Technology ◆ Mobile Email ◆ Built-in Wi-Fi Capability ◆ Instant Messaging ◆ 3.2 megapixel camera and camcorder ◆ Micro SD card slot Compatible up to 32GB ◆ Bluetooth enabled including Stereo BT profile ◆ Voice Activated Dialing ◆ Productivity tools for viewing and editing ◆ BlackBerry Media Sync ◆ TTY Compatible ◆ Hearing Aid Compatibility <p>Included Accessories</p> <ul style="list-style-type: none"> ◆ Standard Lithium Ion Battery ◆ Folding Blade Micro-Charger ◆ Synthetic Swivel Holster ◆ USB Cable ◆ SIM Card ◆ MicroSD Card - 2GB included ◆ Stereo Headset |

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INTEGRATED CELLULAR COMMUNICATIONS**




| Devices | Features |
|---|---|
| <p align="center">BlackBerry Curve 9350 by RIM</p>  | <ul style="list-style-type: none"> ◆ BlackBerry 7 ◆ 800Mhz Processor ◆ Full QWERTY keyboard ◆ 3.7" Liquid Graphics™ Touchscreen & Trackpad Navigation ◆ 5.0 Megapixel Camera and Camcorder ◆ Near Field Communications (NFC) ◆ 8GB memory + 768 MB RAM & 2GB micro SD card ◆ Mobile Email ◆ Accelerometer, Magnetometer ◆ 3.5mm stereo headset jack ◆ Supports Bluetooth stereo headset. ◆ Wi-Fi (b/g/n) and GPS Capable ◆ Attachment Viewing and Editing ◆ Media Player ◆ Voice Activated Dialing <p>Included Accessories</p> <ul style="list-style-type: none"> ◆ Battery ◆ Charger ◆ Micro USB cable ◆ 4G microSD card in device |
| <p align="center">BlackBerry Curve 9330 by RIM</p>  | <ul style="list-style-type: none"> ◆ QWERTY keyboard ◆ BlackBerry Push Technology ◆ Mobile Email ◆ Instant Messaging ◆ 2.0 megapixel camera and camcorder ◆ Wi-Fi Enabled - 802.11 b/g ◆ Micro SD card slot Compatible up to 32GB ◆ Bluetooth enabled including Stereo BT profile ◆ Voice Activated Dialing ◆ Productivity tools for viewing and editing ◆ BlackBerry Media Sync ◆ TTY Compatible ◆ Hearing Aid Compatibility <p>Included Accessories</p> <ul style="list-style-type: none"> ◆ Standard Lithium Ion Battery ◆ Battery Door ◆ AC Charger ◆ USB Cable ◆ Stereo Headset ◆ Micro SD card 2GB |




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INTEGRATED CELLULAR COMMUNICATIONS**

| Devices | Features |
|---|---|
| <p align="center">Marquee by LG</p>  | <ul style="list-style-type: none"> ♦ Large 4.0" bright NOVA display ♦ Android 2.3 (Gingerbread) ♦ Thin, stylish form factor 0.36" thick ♦ Google Apps Synchronization ♦ Android Market ♦ 2 Megapixel Front Facing Camera & 5 Megapixel Camera and Camcorder ♦ Mobile Email ♦ WiFi with hotspot capabilities– 802.11 b/g ♦ Flash 10.1 support ♦ Light and proximity sensors ♦ MicroSD slot supporting up to 32GB ♦ GPS Navigation <p>Included Accessories</p> <ul style="list-style-type: none"> ♦ 1500 mAh Li-Ion battery ♦ Battery Door ♦ USB with adaptor ♦ 2GB MicroSD Card |
| <p align="center">Optimus S by LG</p>  | <ul style="list-style-type: none"> ♦ 3.2" capacitive touchscreen with virtual QWERTY ♦ 3.2 Megapixel camera with auto-focus and video playback ♦ Android 2.2 featuring Sprint ID customizable UI ♦ Built-in Wi-Fi Capability ♦ MP3 player with MicroSD card slot (supports up to a 32GB) ♦ Sprint ID ♦ Android Market ♦ Google integration ♦ Social networking ♦ Corporate Email (Exchange Active Sync) & personal email (POP & IMAP) ♦ Full HTML web browser ♦ Visual Voicemail – listen to voicemail in the order you choose ♦ TTY Compatible ♦ Bluetooth Wireless technology ♦ Hearing Aid Compatible (HAC) <p>Included Accessories</p> <ul style="list-style-type: none"> ♦ Standard Lithium Ion Battery(1500 mAh) ♦ Battery cover ♦ Micro USB Cable ♦ 2GB Micro USB card and adapter |



| Devices | Features |
|---|--|
| <p>Rumor Touch by LG</p>  | <ul style="list-style-type: none"> ♦ Qwerty Keypad ♦ 2.0 MP camera ♦ Bluetooth Enabled including Stereo BT profile ♦ Sprint Mobile Email ♦ MicroSD Memory Card Slot ♦ One Touch Messaging Access ♦ SMS Text and Voice Messaging ♦ GPS Navigation ♦ T9 predictive text input ♦ Built-in Productivity Tools ♦ Speaker-Independent Voice Dialing ♦ Wireless Backup ♦ TTY Compatible ♦ Hearing Aid Compatible (HAC) <p>Included Accessories</p> <ul style="list-style-type: none"> ♦ 1200 mAh Li-Polymer battery ♦ Standard Battery Door ♦ Travel Charger ♦ 1GB Micro USB card and adapter |
| <p>LG Remarq</p>  | <ul style="list-style-type: none"> ♦ Digital Dual-Band ♦ Full sliding QWERTY Keyboard ♦ Eco-friendly: ♦ 19.7% of the phone's casing is made from post-consumer recycled plastics ♦ Reduced usage of environmentally sensitive materials (low levels of PVC and BFR excluding the chipset, low levels of phthalates, RoHS compliant device and charger) ♦ 100% recyclable packaging with high recycled content and 87% of phone is recyclable ♦ Reduced inbox user materials – user guide is online at www.sprint.com/remarqsupport ♦ 1.3 megapixel camera ♦ MP3 player with microSD card slot (supports up to 32GB) ♦ Stereo Bluetooth wireless technology ♦ Sprint Mobile Email (personal, corporate and corporate calendar) ♦ Full HTML browser ♦ Sprint Mobile Email ♦ Built-in Productivity Tools ♦ Built-In Ring Tones ♦ TTY/TDD compatible ♦ Voice Activated Dialing ♦ Wireless Backup ♦ Multiple Colors – Dark Silver and Turquoise <p>Included Accessories</p> <ul style="list-style-type: none"> ♦ Standard Battery ♦ Battery Door ♦ Micro USB charger Energy Star Qualified charger |

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INTEGRATED CELLULAR COMMUNICATIONS**

| Devices | Features |
|---|---|
| <p align="center">Sanyo Zio</p>  | <ul style="list-style-type: none"> ♦ Ultra sleek design that fits covertly in pocket or purse ♦ Android 2.2 featuring Sprint ID customizable UI ♦ 3.5" WVGA touchscreen with virtual QWERTY keyboard ♦ 3.2 MP camera with auto-focus and video playback ♦ Intuitive trackball for easy navigation ♦ MP3 player with MicroSD card slot (supports up to a 32GB) ♦ Visual Voicemail & Voice Activated Dialing ♦ GPS Navigation enabled ♦ Web browsing capable ♦ Document Viewing ♦ Built-in Wi-Fi: 802.11 b/g ♦ TTY/TDD compatible <p>Included Accessories</p> <ul style="list-style-type: none"> ♦ Standard Li-Ion Battery(1130 mAh) ♦ Battery cover ♦ MicroUSB AC adapter ♦ MicroSD Card - 2GB included |
| <p align="center">Samsung Trender</p>  | <ul style="list-style-type: none"> ♦ Bluetooth technology ♦ Camera - 1.3 MP ♦ Color Screen, Picture Mail- MMS ♦ Eco-friendly - Built using recyclable materials ♦ GPS-Enabled (911) ♦ MP3/Media Player ♦ Web, Messaging & Ringers ♦ Memory - 32GB Micro-SD Slot ♦ Multi-Language ♦ Contacts/Phonebook Entries ♦ Speakerphone, Voice Activated Dialing ♦ Hearing Aid Compatibility M4/T4 <p>Included Accessories</p> <ul style="list-style-type: none"> ♦ 1000 mAh Lithium Ion ♦ Battery door ♦ AC Charger |
| <p align="center">Sanyo Innuendo</p>  | <ul style="list-style-type: none"> ♦ 1 Click Experience ♦ Band: Dual ♦ Bluetooth Enabled ♦ Camera - 3.2MP ♦ Color Screen ♦ Contacts/Phonebook Entries ♦ Downloadable Applications (Java), Ring Tones, Wallpapers ♦ External Display (Clam style phones) – QWERTY Keyboard ♦ Memory Card, Micro-SD Slot ♦ MP3/Media Player, Multitmedia ♦ Multi-Language ♦ Picture Mail- MMS ♦ Speakerphone ♦ Video Capture/Playback, Video Mail ♦ Voice Activated Dialing ♦ Web, Messaging & Ringers ♦ GPS-Enabled (911) ♦ Hearing Aid Compatibility M4/T4 |


| Devices | Features |
|--|--|
| <p>Kyocera Milano</p>  | <ul style="list-style-type: none"> 3" Touchscreen 3.2 MP camera and video Full slide-out QWERTY keyboard Android 2.3 GPS capable Comes with 2GB MicroSD card (supports up to 32GB) Stereo Bluetooth Swype keyboard Dimensions 4.1" x 2.4" x 0.7" Weight: 5.6 oz. 1490mAh Standard Li-Ion Battery 7.6 hours talk time <p>Included Accessories</p> <ul style="list-style-type: none"> AC phone charger Standard battery USB cable & MicroSD Card (2 GB) |
| <p>Kyocera Duramax</p>  | <ul style="list-style-type: none"> Sprint Direct Connect QVGA Display Military Standard 810G for Dust, Shock, Vibration, Blowing rain, Temp Extremes, Low Pressure, Solar radiation, Salt Fog, Humidity and Immersion (up to 30 minutes in up to one meter/3.28ft. of water) 3.0 MP Camera w/flash and Camcorder Stereo Bluetooth 2.0 + EDR 2.5 mm Stereo Headphone Jack (Supports PTT Headsets) Up to 32GB MicroSD Card SMS & MMS capable GPS 3rd party data applications <p>Included Accessories</p> <ul style="list-style-type: none"> 1360mAh Standard Battery AC Adaptor micro SD card (1GB) + card adapter |
| <p>Kyocera Brio</p>  | <ul style="list-style-type: none"> Bar phone with full QWERTY keyboard 2.2" QVGA screen Web browsing Email and text messaging 1.3MP camera MicroSD card slot (supports up to 32GB) Bluetooth 2.0 + EDR Weight: 3.7 oz. 870mAh Standard Li-Ion Battery 4.7 hours talk time <p>Included Accessories</p> <ul style="list-style-type: none"> AC phone charger Standard battery USB cable |




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| Devices | Features |
|--|---|
| <p>Sanyo Tahoe by Kyocera</p>  | <ul style="list-style-type: none"> ♦ Rugged Design – meets Military spec 810F ♦ Bluetooth Enabled ♦ Camera – 2.0MP ♦ Color Screen ♦ Downloadable Applications (Java), Ring Tones, Wallpapers ♦ Memory Card, Micro-SD Slot ♦ MP3/Media Player, Multitmedia ♦ Picture Mail- MMS ♦ GPS-Enabled (911) ♦ Hearing Aid Compatibility M4/T4 <p>Included Accessories</p> <ul style="list-style-type: none"> ♦ 1050 mAh Li-Ion battery ♦ Wall charger ♦ 1GB MicroSD Card |
| <p>Sanyo Vero by Kyocera</p>  | <ul style="list-style-type: none"> ♦ Digital Dual-Band ♦ 1.3 megapixel camera and camcorder ♦ Bluetooth wireless technology ♦ GPS Capable ♦ Web browsing with Google Search ♦ Up to 5.2 hours of continuous digital talk time ♦ Speakerphone ♦ Text and SMS Voice Messaging capable ♦ Multiple Languages – English or Spanish ♦ E911 Emergency Location-enabled ♦ TTY/TDD compatible <p>Included Accessories</p> <ul style="list-style-type: none"> ♦ Standard Li-Ion Battery(840 mAh) ♦ Standard Battery Door ♦ Standard AC Adapter |

3G & 4G Connection Devices Portfolio




Sprint offers several mobile broadband connection devices to help the State's mobile workers get the data they need no matter where they are. Combined with 3G/4G Connection Card Plans, the State can wirelessly access their email, the corporate network, and the Internet on the Sprint 3G and 4G Networks.

| Connection Cards | Features |
|---|---|
| <p>Sprint 4G USB U1901</p>  | <ul style="list-style-type: none"> ♦ Sprint 4G compatible ♦ Easy installation and activation ♦ Supports a broad range of Operating Systems, Window 7, Window Vista, Windows XP and Mac OS X, including Snow Leopard ♦ Sprint SmartView ♦ External antenna ports ♦ Equipped with two external ports that plug into the Sprint 4G USB Performance Dock for an increase in signal strength - Dock sold separately <p>Included Accessories</p> <ul style="list-style-type: none"> ♦ USB port adapter ♦ Get Started Poster ♦ CD w/SSV 2.40 |

| Connection Cards | Features |
|--|---|
| <p>Sprint 3G/4G USB Modem 250U by Sierra Wireless</p>  | <ul style="list-style-type: none"> ◆ Sprint 3G & 4G compatible ◆ Easy installation and activation ◆ GPS enabled ◆ Sprint SmartView ◆ Compatible with Microsoft Windows XP, Windows Vista and Windows 7, Mac OS X version 10.5 and 10.6 ◆ Rotating USB Connector makes it easy to plug into any USB port. ◆ Two external antenna ports - Plug in separately purchased external antenna into port to boost signal and coverage area ◆ 3G/4G LED indicators (move up higher) Unique light indicators communicate if the device is in 3G or 4G coverage ◆ Security - CDMA wireless technology authentication and identification system ◆ High performance built-in antenna and external antenna jack included ◆ Supports "suspend" and "resume", "always on" and "auto-connect" <p>Included Accessories</p> <ul style="list-style-type: none"> ◆ No included accessories |
| <p>Sprint 3G/4G USB U600</p>  | <ul style="list-style-type: none"> ◆ Sprint 3G & 4G compatible ◆ Built-in Antenna, External Ports ◆ Sprint SmartView ◆ 270-degree rotating USB connector makes it easy to plug into any USB port. ◆ AutoConnect (NDIS) ◆ Compatible with Windows 7 in compatibility mode, Windows Vista, Windows XP, and Mac OS 10.5 and 10.6 w/Intel Platform ◆ Frequency: CDMA Dual Band 800/1900 MHz, GPS 1.5GHz L-Band, WiMAX 2.5 GHz ◆ GPS-Enabled ◆ Hands free activation <p>Included Accessories</p> <ul style="list-style-type: none"> ◆ No included accessories |
| <p>598U USB Modem by Sierra Wireless</p>  | <ul style="list-style-type: none"> ◆ Sprint 3G Network compatible ◆ Integrated microSD slot – up to 32GB (sold separately) ◆ Easy installation and activation ◆ Sprint Location Services, GPS enabled ◆ Security - CDMA wireless technology authentication and identification system ◆ High performance built-in antenna ◆ Supports "suspend" and "resume", "always on" and "auto-connect" ◆ Compatible with Windows Vista/XP and Mac OS X <p>Included Accessories</p> <ul style="list-style-type: none"> ◆ Laptop clip with USB connection cable |

| Connection Cards | Features |
|---|---|
| <p>Merlin CC208 3G/4G 2-in-1 by Novatel Wireless</p>  | <ul style="list-style-type: none"> ◆ Dual mode: 3G EVDO Rev A and WiMAX capable ◆ External antenna port ◆ Two in 1 design – can be used as PCMCIA card or as ExpressCard ◆ Automatically connects to the fastest Sprint Mobile Broadband network ◆ Works with Sprint SmartView connection manager ◆ GPS Xtra on 3G which allows the device to obtain a quicker satellite fix and Business Mobility Framework (BMF) location services ◆ Supports Windows 7/XP/Vista, Mac 10.4 and higher, and Linux operating systems ◆ Supports Datalink 3G/4G ◆ Hands-free activation (OMA-DM) <p>Included Accessories</p> <ul style="list-style-type: none"> ◆ Install CD with Sprint SmartView |
| <p>Merlin C777 by Novatel Wireless</p>  | <ul style="list-style-type: none"> ◆ Sprint 3G Network compatible ◆ Convenience of 2-in-1 that can be used with either type of notebook card slot PCMCIA Type II or ExpressCard ◆ External antenna port ◆ GPS Capable – Autonomous and simultaneous GPS using Sprint Navigation for turn by turn directions, and points of interest searches ◆ Easy install and activation ◆ Single software solution via Sprint SmartView <ul style="list-style-type: none"> ○ Connection manager for Sprint's Mobile Broadband devices ○ GPS features and services available at the touch of a button ○ Customize configurability available to Enterprise customers <p>Included Accessories</p> <ul style="list-style-type: none"> ◆ Install CD with Sprint SmartView |
| <p>Ovation U760 by Novatel Wireless</p>  | <ul style="list-style-type: none"> ◆ Sprint 3G Network compatible ◆ Integrated microSD slot (up to 8GB sold separately) ◆ Compatibility with Windows Vista/2000/XP, Mac OS X version 10.4.11 or higher and Linux ◆ Security - CDMA wireless technology authentication and identification system ◆ Easy Sprint SmartView Installation and software ◆ One-Touch Activation ◆ GPS Enabled ◆ High performance built-in antenna and external antenna jack included ◆ Supports "Always On", Auto-Connect, faster connection time and Intelligent Data Traffic Routing <p>Included Accessories</p> <ul style="list-style-type: none"> ◆ Carrying pouch ◆ Keychain/Lanyard ◆ USB Extension Cable |

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| Connection Cards | Features |
|---|---|
| <p align="center">Novatell Wireless– 3G/4G Mobile Hotspot</p>  | <ul style="list-style-type: none"> ◆ Sprint 3G & 4G Network compatible ◆ Transition between 4G and 3G without requiring user interaction ◆ Battery– 4 hours of usage and 60 hours of standby time ◆ External display with status indicators for battery, signal, number connected devices ◆ Wireless connectivity via Wireless 802.11b/g/n ◆ Small form factor about the size of a wallet ◆ GPS enabled ◆ WPS capable ◆ Browser user interface for configuration and access to weather and mapping widgets ◆ Easy to use - no software to install, connects via Wi-Fi manager ◆ Micro SD slot for up to 32 GB Memory card ◆ Supports Windows, Macintosh, and Linux operating systems ◆ Supports Datalink 3G/4G |
| <p align="center">Sierra Overdrive Pro – 3G/4G Mobile Hotspot</p>  | <ul style="list-style-type: none"> ◆ Dual mode (3G/4G) ◆ Large, LCD display to easily view device status (70% larger screen than Overdrive) ◆ Increased storage capability on MicroSD slot - up to 32GB memory card for data storage and sharing ◆ 20% increased battery life compared to the Overdrive (4 hours in use, 36 hrs standby) ◆ Added external antenna ports ◆ Built-in GPS capability ◆ DataLink supported ◆ Works with all operating systems ◆ Easy to use - no software installation required, just plug in and connect ◆ Improved 4G indoor performance with separately sold cradle |
| <p align="center">Sprint International Mobile Hotspot By ZTE</p>  | <ul style="list-style-type: none"> ◆ Connect up to 5 WiFi devices at one time while on CDMA and 1 device while on GSM ◆ Universal WiFi compatibility ◆ World Mode - Device comes with a Pre-Installed unlocked SIM Card ◆ Removable Li-Ion battery w/4 hours use time , 1000 hours standby ◆ Mobile Broadband Rev A compatible ◆ Hands-Free Activation (OMA-DM) ◆ Web UI for customized settings and security ◆ Supports WIN 7/Vista/XP/ MAC/Linux ◆ Supports WPA, WPA2 and WEP security ◆ External display indicating data transfer and battery condition ◆ Wi-Fi range: Indoor coverage: 65 feet; Outdoor coverage: about 131 feet |

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- ____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- ____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

- ____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

** Sprint is not requesting a vendor preference as this form is not applicable.

RFQ No. CPHONE11STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Sprint Corp, Inc and American PCS Communication, LLC selling under
 Authorized Signature: Laura Veiv Date: 10/10/11 Sprint Solutions, Inc.
 State of Kansas
 County of Johnson, to-wit:
 Taken, subscribed, and sworn to before me this 10th day of October, 2011.
 My Commission expires 12-5, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC

Conni Nevius