

## ATTACHMENT AA – CONTRACTOR’S SPECIAL TERMS AND CONDITIONS

The following items are incorporated into this Attachment AA:

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

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

### 1. AGREED/NEGOTIATED EXCEPTIONS TO RFP NUMBER 1907

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

2	8	<p>The parties agree that the definition of “Subcontractor” has been revised to include the following clarification:</p> <p><b>As additional clarification, Sprint does not consider local exchange carriers to be Sprint subcontractors and will not be responsible for the actions or inactions of access providers. In addition, Sprint does not consider the State’s/Customer’s subcontractor requirements set forth in the RFP or any resulting contract to be applicable to any agreements, subcontracts or other business arrangements between Sprint and its Affiliates, roaming partners, suppliers, subcontractors or any third-parties relating to the provision of any Products or Services purchased or used by the State/Customer (collectively, “General Supply &amp; Support Agreements”) where such General Supply and Support Agreements were entered into for the purpose of providing Products and Services to Sprint customers generally (as opposed to specifically for the State).</b></p>
3.1.2	9	<p>The parties agree that the definition of “Wireless Spend” as been deleted and replaced with the following revised definitions:</p> <ul style="list-style-type: none"> <li>• <b>“Total Wireless Spend”:</b> The total dollar value of wireless services, data and Equipment as invoiced by Contractor that are either (a) paid by Customer on Customer’s CL Accounts; or (b) paid by end user employees pursuant to IL Accounts in the Customer’s employee program. Total Wireless Spend does not include amounts invoiced by Contractor for: (i) taxes; and (ii) additional regulatory fees, administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs; and (iii) credits and refunds. In addition, Total Wireless Spend will be calculated after all discounts are taken into account and shall not include monthly recurring charges or other charges which are not actually paid by Customers or end users. Recurring charges refers to charges that are billed to Buyers at regularly specified intervals, usually monthly. Examples of recurring charges include, but are not limited to, monthly service plan charges. The Total Wireless Spend calculation will not include CL Accounts or IL Accounts that are in default for non-payment.</li> <li>• <b>“CL Wireless Spend”:</b> The total dollar value of wireless services, data and Equipment as invoiced by Contractor that are paid by Customer on Customer’s CL Accounts. CL Wireless Spend does not include amounts invoiced by Contractor for: (i) taxes; and (ii) additional regulatory fees, administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs; and (iii) credits and refunds. In addition, CL Wireless Spend will be calculated after all discounts are taken into account and shall not include monthly recurring charges or other charges which are not actually paid by Customers or end users. The CL Wireless Spend calculation will not include CL Accounts that are in default for non-payment.</li> <li>• <b>“IL Wireless Spend”:</b> The total dollar value of wireless services, data and Equipment as invoiced by Contractor that are paid by end user employees pursuant to IL Accounts in the Customer’s employee program. IL Wireless Spend does not include amounts invoiced by Contractor for: (i) taxes; and (ii) additional regulatory fees, administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs; and (iii) credits and refunds. In addition, IL Wireless Spend will be calculated after all discounts are taken into account and shall not include monthly recurring charges or other charges which are not actually paid by end users. The IL Wireless Spend calculation will not include IL Accounts that are in default for non-payment.</li> </ul>
3.2.1-3.2.2	10	<p>The parties agree to restate Section 3.2.1 and 3.2.2 in its entirety as follows:</p>

		<p><b>3.2.1 Meet with lead States’ Purchasing Department representative on a semi-annual basis (once every six months) to evaluate and review:</b></p> <ul style="list-style-type: none"> <li>• Pricing/rates relative to prevailing full market pricing/promotions/solicitations;</li> <li>• Actual billed charges relative to prevailing available full market pricing;</li> <li>• Any other significant issue (service, billing or otherwise) that may need to be addressed.</li> </ul> <p><b>3.2.2 Complete the evaluation and review within twenty (20) business days. The CL Account and IL Account service percentage discounts are fixed for the Term, and may only be amended in a formal written amendment signed by both parties’ authorized representatives. Rates not fixed in the pricing Schedules in Attachment CC-Contractor’s Response will be based on the then-current list price at the time of purchase, less the service pricing discount, if applicable. Contractor may modify the underlying rate or list price to which the percentage discount is applied on no less than one day’s notice.</b></p>
3.2.3	10	<p>The parties agree to restate Section 3.2.3 in its entirety as follows:</p> <p><b>3.2.3.1 The Contractor(s) shall report contract utilization and pay an administrative fee of 1/10<sup>th</sup> of 1% (one-tenth of one percent) of the Total Wireless Spend to WSCA (“WSCA Admin Fee”), paid quarterly. The WSCA directors approved the level of the WSCA administration fee, and the fee is not negotiable. The WSCA administrative fee is to be paid quarterly within 60 days of the end of the quarter (See Attachment G for Reporting Schedule). If Contractor overpays the WSCA admin fee for any quarter, then Contractor shall be permitted to reduce any future WSCA admin fee payments by the incorrect amount. Contractor’s obligation to pay the WSCA administrative fee terminates upon the expiration or earlier termination of the WSCA Agreement.</b></p> <p><b>3.2.3.2 In addition to the WSCA administrative fee, some WSCA and non-WSCA states may require that a fee (“State Admin Fee”) be paid directly to the state on a percentage of CL Wireless Spend made by procuring entities within that state pursuant to such state’s Participating Addendum. Any such State Admin Fee shall be related to a State’s administrative expenses in administering the Participating Addendum and shall not be deemed a discount or rebate. For all such requests, the percentage fee level, payment method and schedule for such reports and payments shall be incorporated in a Participating Addendum. In the event a State Admin Fee exceeds 1% of the CL Wireless Spend, the Contractor(s) may reduce the CL service discounts by the percentage amount that the applicable State Admin Fee percentage exceeds 1% of the CL Wireless Spend. Any such CL service discount reduction shall not exceed the State Admin Fee percentage. If Contractor overpays the State Admin Fee for any quarter, then Contractor shall be permitted to reduce any future State Admin Fee payments by the incorrect amount. Contractor’s obligation to pay a State Admin Fee terminates if: (1) the Participating Addendum has expired; or (2) the Participating Addendum has been terminated (before expiration) by either party. All such agreements shall have no effect whatsoever on the WSCA fee or on the prices paid by the procuring agencies outside the jurisdiction of the state requesting the additional fee.</b></p> <p><b>3.2.3.3 At Contractor’s discretion, administrative fees may be permitted for participating government entities/government Customers that are not States (“Local Government Admin Fee”) that sign a Participating Addendum, subject to the requirements of this Section 3.1.2, on a percentage of CL Wireless Spend made by procuring entities within that local government entity’s jurisdiction</b></p>

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

		<p><b>“CRU Gross Sales”, “IRU Minutes”, and “IRU Lines”.</b>  <b>Each Member’s Sprint Account Team will work with them to identify any requested changes from the current reporting we currently provide them today or new reporting needed for new members.</b></p>
3.3.5, 3.3.6, 3.3.7	12	<p>The parties agree to the following clarifications regarding additional, modified or custom reporting requests or formats in Section 3.3.5, 3.3.6 and 3.3.7:</p> <p><b>Sprint requests 60 day notification of any format changes to reporting that has been previously agreed upon with State/Customer. Sprint reserves the right to not deliver retroactive reporting in formats later agreed upon by Sprint and the State/Customer. Notwithstanding anything in the RFP or Sprint’s Proposal to the contrary, Sprint shall not be obligated to provide any custom reports that Sprint determines in its discretion are impractical or unduly burdensome to Sprint from an operational, financial or system limitation basis.</b></p>
3.5.1	12	<p><b>The parties agree to delete Section 3.5.1 in its entirety. Sprint has offered pricing that it believes meets State’s/Customer’s requirements; however, Sprint does not offer Most Favored Customer clauses in its contracts. Sprint will continue to offer highly competitive pricing and discounts for its services in a manner in which the prices Sprint charges its customers for the same services are not unreasonably dissimilar for similarly situated customers with like traffic patterns, volumes, commitment levels and the like.</b></p>
3.5.6-3.5.12	13	<p>The parties agree to the following clarifications relating to coverage in Sections 3.5.6 - 3.5.12:</p> <p><b>Wireless services do not perform in precisely the same manner as non-wireless landline telephone services. Accordingly, Sprint does not guarantee coverage in any specific area at any specific time. Coverage shown on the coverage maps is a general prediction of outdoor coverage, and does not guarantee that coverage will be available at all covered geographic areas at all times. Wireless coverage is impacted by, among other things, terrain, weather, antenna location, system modification, foliage and man-made structures (such as buildings), and therefore cannot be predicted precisely at all times. Any custom in-building or on-campus coverage solutions provided by our Custom Network Solutions (CNS) group will require a separate agreement outside of the WSCA Master Agreement.</b></p>
3.5.11	13	<p>The parties agree to delete Section 3.5.11 in its entirety replace it with the following:</p> <p><b>In the event of scheduled network maintenance, Sprint shall make commercially reasonable efforts to notify Customer in advance of the area(s) that could be potentially affected by such maintenance. Sprint does not guarantee that network maintenance or other environmental conditions necessitating maintenance will be known or are knowable in advance and, therefore, Sprint cannot guarantee that Customer will be notified within twenty-four (24) hours of such maintenance. Sprint shall make commercially reasonable efforts to provide Customer with advance notification of major planned network element maintenance.</b></p>
3.5.15	14	<p>The parties agree to insert the following additional clarification in Section 3.5.15:</p> <p><b>“Sprint, as determined in its sole discretion, may discontinue any Product or Service. Sprint shall provide Customer with at least six (6) months prior notice of its intention to discontinue any such Products or Services.”</b></p>
3.5.17	14	<p>Sprint agrees to remove its exception to Section 3.5.17. Warranty provisions shall be in accordance with the terms of the WSCA Master Service Agreement and Attachment CC.</p>

4.1.6	19	<p>The parties acknowledge and agree to the following clarification relating to Section 4.1.6:</p> <p><b>Sprint certifies, to the best of Sprint's actual knowledge, that none of vendor's employees is employed by the State of Nevada any of its political subdivisions or by any other government involved in the performance of the contractual services resulting from this RFP. However, Sprint is a publicly traded company with approximately 40,000 employees, and Sprint has no mechanism to accurately or effectively track such information.</b></p>
4.1.7	20	<p>The parties acknowledge and agree to the following clarification relating to Section 4.1.7:</p> <p><b>As a publicly traded company that is party to thousands of commercial, consumer and government contracts with its customers, suppliers and competitors, Sprint is involved in litigation, investigations and contract disputes at all times due to the number of its customers, suppliers and competitors, and the nature of the services it provides. Consequently, State's request for Sprint to compile a list or provide details regarding prior or ongoing contract failures, contract breaches, civil or criminal litigation or investigations, ongoing or occurring during the past six years, is an extremely arduous, burdensome and time-consuming task, and Sprint has no mechanism to track some of the requested information. Although Sprint is unable to provide such information, Sprint can declare that: (i) during the past six years it has not had a termination for default under a contract with a government entity; (ii) Sprint is not currently suspended or debarred by any government agency nor has it been during the past six years; and (iii) Sprint is not aware of any past or ongoing action that would, if successful, have a material adverse impact on Sprint's ability to perform under the terms of the RFP. As a public corporation, Sprint is required to fully disclose material data and relevant information that may influence investment decisions to all investors at the same time. Sprint does not provide detailed information on litigation except through its securities filings. Please refer to Sprint's Annual Report on Form 10-K/A, available on <a href="http://investors.sprint.com/phoenix.zhtml?c=127149&amp;p=irol-sec">http://investors.sprint.com/phoenix.zhtml?c=127149&amp;p=irol-sec</a> for a description of certain litigation or claims.</b></p>
6.1	22	<p>The parties agree to delete Section 6.1 in its entirety. Invoicing and Payment Terms shall be in accordance with Section 12 of the WSCA Master Service Agreement and Contractor's Additional Terms as set forth in this Attachment AA.</p>
10.2	33	<p>The parties acknowledge and agree to the following clarification relating to Section 10.2:</p> <p><b>The requirement that the evaluation committee be permitted to contact any current users of a vendor's services as this requirement is overly-broad. Sprint respectfully requests that the committee limit the right to contact Sprint's customers to the list of reference clients provided by Sprint in its Proposal. Sprint is a publicly traded company and is party to thousands of commercial, consumer and government contracts with its customers, suppliers and competitors. Sprint contracts may prohibit or restrict disclosure of Sprint's relationship with certain customer and may prohibit or restrict contacts by third parties. The committee may contact any of Sprint's listed reference customers.</b></p>
10.3	33	<p>The parties acknowledge and agree to the following clarification relating to Section 10.3:</p> <p><b>As a publicly traded company that is party to thousands of commercial, consumer and government contracts with its customers, suppliers and competitors, Sprint is involved in litigation, investigations and contract disputes at all times due to the number of its customers, suppliers and competitors, and the nature of the services it provides. Consequently, the Lead State's request for Sprint to compile a list or provide details regarding prior or ongoing contract failures, contract breaches, civil or</b></p>

		criminal litigation or investigations, ongoing or occurring during the past six years, is an extremely arduous, burdensome and time-consuming task, and Sprint has no mechanism to track some of the requested information. Although Sprint is unable to provide such information, Sprint can declare that: (i) during the past six years it has not had a termination for default under a contract with a government entity; (ii) Sprint is not currently suspended or debarred by any government agency nor has it been during the past six years; and (iii) Sprint is not aware of any past or ongoing action that would, if successful, have a material adverse impact on Sprint's ability to perform under the terms of the RFP. As a public corporation, Sprint is required to fully disclose material data and relevant information that may influence investment decisions to all investors at the same time. Sprint does not provide detailed information on litigation except through its securities filings. Please refer to Sprint's Annual Report on Form 10-K/A, available on <a href="http://investors.sprint.com/phoenix.zhtml?c=127149&amp;p=irol-sec">http://investors.sprint.com/phoenix.zhtml?c=127149&amp;p=irol-sec</a> for a description of certain litigation or claims.
11.1.15	35	The parties agree to delete the first sentence of Section 11.1.15 in its entirety and agrees to the following clarification regarding this Section:  <b>The rates and discounts identified in the pricing Schedules in Attachment CC will remain fixed for the Term (unless stated otherwise in the applicable Schedule or elsewhere in Sprint's Response – Attachment CC). Rates and discounts not fixed in the pricing Schedules will be based on the then-current list price at the time of purchase, less the Service Pricing Discount. The percentage discount is fixed for the term of the Contract, but Contractor may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice. Service Pricing Discounts are subject to the terms and conditions in Sprint's Response and Sprint's Additional Terms and Conditions contained Attachment AA to Contract, and may be subject to adjustment due to Administrative Fees in accordance with Contractor's response in Section 3.2.3 of Sprint's Response.</b>
11.1.17	35	Sprint agrees to remove its exception to Section 11.1.17. Confidential and proprietary information provisions shall be in accordance with the terms of the WSCA Master Service Agreement.
11.2.5	36	Sprint agrees to remove its exception to Section 11.2.5. Tax provisions shall be in accordance with the terms of the WSCA Master Service Agreement.
11.2.8	36	The parties acknowledge and agree to the following clarification relating to Section 11.2.8:  <b>All Participating Entities, including, but not limited to, "Local Governments," are intended third party beneficiaries of any contract resulting from this RFP.</b>
11.3.2.1	37	The parties agree to insert the following language to the end of Section 11.3.2.1:  <b>"Sprint, as determined in its sole discretion, may discontinue any Product or Service. Sprint shall provide Customer with at least six (6) months prior notice of its intention to discontinue any such Products or Services."</b>
11.3.4	38	<b>The parties agree to delete Section 11.3.4 in its entirety. Inspection shall be in accordance with the terms of the WSCA Master Service Agreement.</b>
Attachment I	49	<b>The parties agree to delete Attachment I in its entirety and replace with the Sample WSCA Participating Addendum attached to this Attachment AA; provided however, such Sample WSCA Participating Addendum may be modified during negotiations between Contractor and a Participating Entity.</b>
Attachment	50	<b>The parties agree to remove the third sentence of the Attachment J with the</b>

J		<b>understanding that WSCA in conjunction with the Chief Procurement Official in the State in which the potential Participating Entity is located will provide approval and consent of Participating Addenda.</b>
Attachment K	51	<b>Individual Participating Entities will negotiate their unique terms and conditions with the awarded vendors.</b>

## **2. CONTRACTOR'S ADDITIONAL TERMS**

### **1. GENERAL.**

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

### **2. ORDERS AND CHARGES.**

#### **2.1 Orders.**

- A. Rates.** During the Term, Customer will pay Sprint the rates and charges for Products or Services as set forth in this Agreement.
- B. Issuance and Acceptance.** Only persons authorized by Customer will issue Orders under the Agreement. Sprint may accept an Order by (1) signing and returning a copy of the Order to Customer; (2) delivering any of the Products or Services ordered; (3) informing Customer of the commencement of performance; or (4) returning an acknowledgment of the Order to Customer.
- C. Cancellation or Rejection.** Customer may cancel an Order at any time before Sprint ships the Order or begins performance, but Customer must pay any actual costs incurred by Sprint due to Customer's cancellation. Sprint may reject or cancel an Order for any reason, including Customer's negative payment history with Sprint, failure to meet Sprint's ongoing credit approval, or limited availability of the Product or Service ordered. Sprint will notify Customer of rejected or canceled Orders.
- D. Customer Purchase Orders.** Customer purchase orders are binding only upon acceptance in writing by Sprint. The terms and conditions in any Customer-issued purchase order accepted by Sprint will have no force or effect other than to denote quantity, the Products or Services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.

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

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

**2.4 How Calculated.** Unless otherwise noted, Service Pricing Discounts apply to eligible monthly recurring charges ("MRC") before taxes and surcharges and after application of credits, other discounts, and rebates. Overage, usage-based, and third party applications and services, certain business plan, add-ons, and other charges (including certain network specific



products and services), are not eligible for Service Pricing Discounts. Service Pricing Discounts may apply to the MRC of certain promotional rate plans which Sprint may offer on a limited time basis, at Contractor's discretion. Service Pricing Discounts are subject to the terms and conditions in Attachment AA and Attachment CC-Contractor's Response, and may be subject to adjustment due to Administrative Fees in accordance with Contractor's response in Section 3.2.3 of Attachment AA and Attachment CC-Contractor's Response.

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

## **2.6 Wireless Minimum Service Term Requirement**

**A. Minimum Service Term.** Wireless Services require a minimum service term that begins on the wireless device purchase date and ends either 12 months or 24 months later in accordance with Section 2.7 below ("Minimum Service Term").

**B. Advanced Devices.** Sprint may designate certain Corporate-Liable Active Units as "Advanced Devices." Advanced Devices include, but are not limited to: (1) a mobile computing devices, such as a tablet, netbook or notebook; or (2) Smartphones.

## **2.7 Wireless Device-Discount.**

**A. Wireless Device Discount.** New Corporate-Liable Active Units are eligible for a discounted device price based on a device Minimum Service Term of either 12 months or 24 months. The discounted device price for a device with a device Minimum Service Term of 12 months is at least equal to the 1-Year Net Price defined as 30% off the Suggested Retail Price. The discounted device price for a device with a device Minimum Service Term of 24 months is at least equal to the 2-Year Net Price defined as the Suggested Retail Price, less \$150.00, less the instant rebate (if any), less the mail-in rebate (if any). Sprint may offer a different discounted device price for devices with a different device Minimum Service Term. The devices offered with the discounted device price(s) described in this Section 2.7 may change at any time in Sprint's sole discretion. The discounted device offer(s) described in this Section 2.7 may not be available in all sales channels.

**B. Upgrade Terms.** Existing Corporate-Liable Active Units with a 1-Year Net Price may be upgraded or replaced after 12 months of continuous service with Customer commitment to a new device Minimum Service Term. Existing Corporate-Liable Active Units with a 2-Year Net Price may be upgraded or replaced after 20 months of continuous service with Customer commitment to a new device Minimum Service Term. Sprint may in its sole discretion offer different upgrade terms for devices with a different discounted device price.

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

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

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

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

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

### 3. BILLING AND PAYMENT.

#### 3.1 Invoicing.

- A. **Commencement of Invoicing.** Sprint may begin invoicing Customer in full for non-recurring and recurring charges on the date the Products or Services are installed or delivered and made available.
- B. **Timing.** In general, for recurring Services, Sprint bills fixed recurring Service charges in advance and usage-based charges in arrears.

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

3.3 **Disputed Charges.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer (A) makes timely payment of all undisputed charges; and (B) within 30 days of the due date, provides Sprint with a written explanation of Customer's reasons for disputing the charge. Customer must cooperate with Sprint to resolve promptly any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify Customer and, within 5 business days of receiving notice, Customer must pay the charge or invoke the dispute resolution process in this Agreement. If Sprint determines in good faith, that the disputed charge is invalid, Sprint will credit Customer for the invalid charge.

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

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

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

### 6. EQUIPMENT AND SOFTWARE.

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

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

#### 6.3 Software License.

- A. **Licensing Requirements.** Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. **Software licensing terms and conditions of Sprint's software vendors are provided by Sprint or**

posted at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions) or otherwise provided to Customer through click or shrinkwrap agreements. Sprint may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.

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

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

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

## **8. CUSTOMER RESPONSIBILITIES.**

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

### **8.2 Use of Products and Services**

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

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

**C. Permits, Licenses and Consents.** Customer will obtain, all required permits, licenses, or consents that Customer is required to obtain to enable Sprint to provide (e.g., landlord permissions, tax exemption certificates, software licenses, or local construction licenses) the Products and Services. This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business.

## **9. PRIVACY, CONFIDENTIAL INFORMATION AND DISCLOSURE.**

**9.1 Nondisclosure.** Neither party will disclose the other party's Confidential Information to any third party except as expressly permitted in this Agreement. This obligation will continue until 2 years after this Agreement expires or terminates. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. In addition, either party may disclose this Agreement to an entity that is an Affiliate of Customer on the Order Effective Date, provided that the Affiliate has signed a non-disclosure agreement reasonably acceptable to Sprint and Customer. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Sprint services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order (subject to FOIA section of this Agreement); or (F) is disclosed with the prior written consent of the Discloser.

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

- 9.3 Customer Proprietary Network Information.** As Sprint provides Products and Services to Customer, Sprint develops information about the quantity, technical configuration, type and destination of Products and Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. For example, Sprint implements safeguards that are designed to protect Customer's CPNI, including using authentication procedures when Customer contacts Sprint. For some business accounts with a dedicated Sprint representative, Sprint may replace standard authentication measures with a pre-established point of contact for Customer.
- 9.4 Privacy.** Sprint's privacy policy, as amended from time to time, is available at [www.sprint.com/legal/privacy.html](http://www.sprint.com/legal/privacy.html). The privacy policy includes information about Sprint's customer information practices and applies to the provisioning of the Products and Services.
- 9.5 FOIA.** Sprint acknowledges that the Agreement and the Confidential Information may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively "FOIA"). Customer will provide Sprint with prompt notice of any FOIA requests or intended disclosures, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of Sprint Confidential Information.

## 10. LIMITATIONS OF LIABILITY.

- 10.1 Unauthorized Access / Hacking.** Sprint is not responsible for unauthorized third party access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Sprint network transmission facilities or Customer premise equipment.
- 10.2 Content.** Sprint is not responsible or liable for the content of any information transmitted, accessed or received by Customer through Sprint's provision of the Products and Services, excluding content originating from Sprint.
- 10.3 Sprint Disclaimers.** Sprint is not responsible for any loss, liability, damage, or expense, including attorney's fees, resulting from any third party claims alleged to arise in any way from :
- A. Coverage and wireless Service quality problems caused by atmospheric, geographic or topographic conditions or other conditions beyond Sprint's control including the failure of other service providers;
  - B. Interruption and unavailability of wireless Services due to coverage, capacity, Product failure or other limitations that may occur in the transmission or attempted transmission of wireless Services;
  - C. Outages or wireless Service disruptions occurring as a result of a public safety emergency;
  - D. The content of any information transmitted by, accessed, or received through, Sprint's provision of the Products and Services to Customer, including, but not limited to, claims: (A) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (B) for infringement of patents arising from the use of equipment, hardware or software not provided by Sprint; or (C) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
  - E. Customer's breach of the licensing requirements in the Software License section;
  - F. Customer's failure to comply with any provision of the Use of Products and Services section; or
  - G. Sprint's failure to pay any tax based on Customer's claim of a legitimate exemption under applicable law.

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

- 11.1 Mutual Indemnification for Personal Injury, Death or Damage to Personal Property.** Each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising directly from the performance of this Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.
- 11.2 Customer Indemnification.** Customer will indemnify and defend Sprint, Sprint's directors, officers, employees, agents and their successors, against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising out of:
- A. Customer's failure to obtain permits, licenses, or consents that Customer is required to obtain to enable Sprint to provide the Products or Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business;
  - B. Customer's transmission of, or transmissions by those authorized by Customer to use the Services of, information, data or messages over the Sprint network, including, but not limited to, claims: (A) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (B) for infringement of patents

arising from the use of equipment, hardware or software not provided by Sprint; or (C) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;

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

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

- A. procure the right for Customer to continue using the Services;
- B. replace or modify the Services with comparable Services; or
- C. terminate the Services.

**11.4 Rights of Indemnified Party.** To be indemnified, the party seeking indemnification must (i) give the other party timely written notice of the claim (unless the other party already has notice of the claim), (ii) give the indemnifying party full and complete authority, information and assistance for the claim's defense and settlement, and (iii) not, by any act, admission or acknowledgement, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense.

## **12. TERMINATION OF INDIVIDUAL PARTICIPATING ENTITIES.**

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

### **12.2 Effects of Termination of Participating Entity.**

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

### **12.3 Effects of Termination.**

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

## **13. DISCOUNT PROGRAM.**

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

#### 14. EMPLOYEE DISCOUNT PROGRAM.

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

#### 15. ELECTRONIC BILLING PRODUCTS

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

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

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

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

#### 16. ADDITIONAL BUSINESS PLANS AND SPECIAL OFFERS

- 16.1 Additional Business Plans.** If Customer is eligible for and selects a Business Plan that is not specified in the Agreement, Customer's Service Pricing Discounts set forth above will apply to the Business Plan unless otherwise stated in the Business Plan, and the terms and conditions of the Business Plan will apply in addition to, and control over, any conflicting terms or conditions in the Agreement.
- 16.2 Business Plans and Features.** Certain wireless Products require specific Business Plans for operation on the Sprint Networks or the Sprint 4G Network. Certain Business Plans, features and equipment discounts may not be available on all wireless devices. More information is available by contacting Customer's Sprint Account Representative.
- 16.3 Promotions.** Sprint promotional discounts may not be available with certain Business Plans, as indicated in the promotional offer. If Customer purchases a promotional wireless Product or Service, the promotional terms will control over any conflicting terms in the Agreement for that wireless Product or Service until the promotion expires or Customer selects a different Business Plan for the CL Account Active Unit enrolled in the promotion.
- 16.4 Trial Offers.** If Customer receives a wireless Service or Service option for a limited trial period at a reduced cost, upon expiration of the trial period, Customer will continue to receive the wireless Service or Service option at full price. If

Customer wishes to avoid being billed in full for the promotional wireless Service or Service option, Customer must contact Sprint before the end of the trial period to discontinue the wireless Service or Service option.

- 17. ADDITIONAL TERMS.** Customer must comply with the Wireless Services Product Annex, which is incorporated into this Agreement as posted to the Rates and Conditions Website as of the date Customer signs this Agreement.
- 18. SHIPPING FEES.** Sprint will waive Ground or 2-Day shipping fees for CL Account Active Units. Additional charges may apply for overnight shipping.
- 19. ACTIVATION FEES.** Sprint will waive the nonrefundable activation fee of \$36 that applies to each CL Account billing account that is created during the Term. Additionally, Sprint will waive the nonrefundable activation fee of \$36 that applies to each IL Account billing account that is created during the Term.
- 20. EARLY TERMINATION FEE.** Sprint will waive early termination fees per terminated Customer-Liable Active Unit. Early termination fees for Individual-Liable Active Units are governed by Sprint's consumer subscriber agreement.
- 21. THIRD PARTY AGENTS.** Unless expressly stated otherwise, the pricing terms in this Attachment AA and in Attachment CC, including its sub-attachments, may not be available if an indirect sales agent is involved in the transaction.
- 22. SPRINT SERVICE PROVIDER AFFILIATE MARKET LIMITATIONS.** Some portions of the Nationwide Sprint Network are owned and operated by Sprint Service Provider Affiliates under management agreements with Sprint. Certain Business Plans, add-ons and Products are not available or are modified in Sprint Service Provider Affiliate Markets. Notwithstanding anything to the contrary in this Attachment, Sprint reserves the right, with 30 days' prior written notice, to (i) port any Active Unit activated in a Sprint Service Provider Affiliate Market to the Sprint Service Provider Affiliate or a successor serving that Market; or, if porting is not possible, (ii) terminate Services to such Active Units.
- 23. DEFINITIONS.**
  - 23.1** "Agreement" and "Contract" shall both be deemed to refer to the Master Service Agreement (RFP/Contract #1907) for Services of Independent Contract between Sprint and the Western States Contracting Alliance, acting by and through the State of Nevada.
  - 23.2** "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights. For purpose of this Agreement, Clearwire Corporation is not included as an Affiliate of Sprint.
  - 23.3** "Confidential Information" means nonpublic information (A) about Discloser's business, (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with this Agreement, and (C) that Recipient knows or reasonably should know is confidential because of its legends and markings, the circumstances of its disclosure, or the nature of the information. Confidential Information includes but is not limited to: trade secrets; financial information; technical information including research, development, procedures, algorithms, data, designs, and know-how; business information including operations, planning, marketing plans, and products; and the pricing and terms of the Agreement including related discussions, negotiations, and proposals.
  - 23.4** "Customer-Liable" and "CL Account" shall be deemed to refer to the same type of account and shall have the meaning set forth in the Contract and Sprint's Wireless Services Product Annex.
  - 23.5** "Discloser" means the party disclosing Confidential Information.
  - 23.6** "Domestic" means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Product specific Terms.
  - 23.7** "Individual-Liable" and "IL Account" shall be deemed to refer to the same type of account and shall have the meaning set forth in the Contract and Sprint's Wireless Services Product Annex.
  - 23.8** "Network" or "Networks" means the wireless and wireline transmission facilities owned and operated by Sprint or on Sprint's behalf by third parties under management agreements with Sprint.
  - 23.9** "Order" or "Purchase Order" means a written or electronic order, or purchase order, submitted or confirmed by Customer and accepted by Sprint, which identifies specific Products and Services, and the quantity ordered. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or use, of Products or Services.
  - 23.10** "Order Commencement Date" is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges for an Order.
  - 23.11** "Order Effective Date" is the date an Order is received by Sprint.
  - 23.12** "Order Term" means the term designated for an individual Order.

- 23.13** "Preferred Pay Program" provides a discount to Sprint customers for remitting payment using cash, check or electronic funds transfer. Customer must contact its assigned Sprint representative for further information, including eligibility requirements.
- 23.14** "Product(s)" includes equipment, hardware, software, cabling or other materials sold or leased to Customer by or through Sprint as a separate item from, or bundled with, a Service.
- 23.15** "Product-specific Terms" means to separate descriptions, terms and conditions for certain non-regulated Products and Services.
- 23.16** "Rates and Conditions Website" means the website found at <http://www.sprint.com/ratesandconditions/>.
- 23.17** "Recipient" means the party receiving Confidential Information.
- 23.18** "Service(s)" means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through Sprint under this Agreement, excluding Products.
- 23.19** "Sprint Wireless Recycling Program" - provides two options for recycling used wireless devices, including accessories: (1) the Sprint buyback program provides Sprint customers with an account credit for returning to Sprint certain previously sold Sprint or Nextel wireless devices, and (2) the Sprint project connect program accepts any wireless device and uses the net proceeds that result from those devices to fund community-based initiatives such as Sprint's 4NetSafety Program. The 4NetSafety Program promotes Internet safety for children. For more information on the Sprint Wireless Recycling Program, including wireless devices eligible for the Sprint buyback program, go to [Sprint.com/recycle](http://Sprint.com/recycle).

## **24. MISCELLANEOUS.**

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



### **3. CONTRACTOR'S PRODUCT/SERVICE ANNEXES**

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

4. **SAMPLE WSCA PARTICIPATING ADDENDUM**