MASTER SERVICE AGREEMENT
BY AND BETWEEN
SPRINT COMMUNICATIONS CO. AND
STATE OF OHIO, OFFICE OF INFORMATION TECHNOLOGY

THIS MASTER SERVICE AGREEMENT (the "Agreement"), is by and between Sprint Communications Co., a Delaware limited liability Company having an address of 12524 Sunrise Valley Drive, Reston, Virginia 20196, and the State of Ohio, Office of Information Technology ("the State" or "OIT")), having its principal place of business at 1320 Arthur E. Adams Drive, 3rd Floor, Columbus, OH 43221 (jointly referred hereto as the "Parties") and is effective as of the date signed by the State. State Agencies, Boards, Commissions and Cooperative Purchasing members (including the Office of Information Technology, collectively referred to as "Subscribing Entity") are eligible to use this Agreement.

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Terms and Conditions

1 General Information

1.1 Services

The Services offered by the Vendor will be outlined in attachments attached hereto ("Service Attachment") and incorporated by reference to provide the following information regarding the service or additional information as applicable:

- A Detailed Description of the Service Offered
- Service Specific Definitions
- Standard Service Features
- Optional Service Features
- Fee Structure for Standard and Optional Features
- Equipment Discounts
- Surcharges and Governmental Fees
- OIT Reporting Requirements for Service
- OIT Cost Recovery Fee Data Requirements
- Service Level Agreement
- Vendor Support Information
- Conversion Plan for Existing Customers
- Coverage Maps (or web reference site)
- Additional Information Pertaining to the Service

1.2 Subscribing Entities

"Subscribing Entity", when context is so applicable, shall mean agencies, boards, commissions and Cooperative Purchasing Members.

1.3 Cooperative Purchasing Members

Cooperative Purchasing Members include counties, townships, municipal corporations, regional transit authorities, regional airport authorities or port authorities and school districts, conservancy districts, township park districts and park districts and other authorities. Cooperative Purchasing Members may purchase services from the Vendor pursuant to the terms and conditions of this Agreement so long as they have entered into a Cooperative Purchasing agreement with the Department of Administrative Services as detailed in the Ohio Revised Code Section 125.04.

1.4 Headings

The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

1.5 Standard State Terms and Conditions

Sections 1 through Section 10 of this Agreement are hereby defined as the Standard State Terms and Conditions and will remain as written by the state. Any additions or changes to the text in these sections will be addressed in Section 11, Vendor Added Text..

1.6 Vendor Added Terms and Conditions

Section 11 of this Agreement has been reserved for the vendor to address the following:

- The addition of general Terms and Conditions that are specific to the vendor and have not been addressed in sections 1 through 10 of this Agreement.
- The modification to the Standard State Terms and Conditions contained in sections 1 through 10 of this Agreement.

The number of proposed changes must be kept to a minimum. It is not the intent of this section to allow the vendor to change the Terms and Conditions of the entire Agreement. Examples of acceptable modifications would be for clarification and regulatory purposes. All language in the Vendor Added Terms and Conditions Section of this Agreement must be approved by the OIT legal department.

In the event of a conflict between the Vendor Added Terms and Conditions (Section 11) and the Standard State Terms and Conditions (Section 1 through Section 10), the Vendor Added Terms and Conditions shall prevail.

1.7 Service Specific Terms and Conditions

Any Terms and Conditions that are specific to a service will be addressed in the Service Attachment.

1.8 Relationship of Parties

The parties are independent contractors and nothing herein creates or implies an agency relationship or a joint venture or partnership between the parties.

1.9 Non-Exclusivity

This Agreement is non-exclusive. Nothing herein prevents either party from entering into similar agreements with other entities.

1.10 Severability

If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the parties' original intent.

1.11 Survival

The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the party in whose favor they operate.

1.12 No Waiver

Either party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

1.13 Entire Agreement

This Agreement, together with any Service Attachments and all applicable tariffs incorporated herein by this reference, sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior agreements, promises, representations, understandings and negotiations between the parties.

In event of a conflict related to general terms and conditions between the Agreement and the Service Attachment(s), the Agreement shall prevail.

In the event of a conflict related specifically to the service, between the Agreement and the Service Attachment(s), the Service Attachment(s) shall prevail.

Any modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by authorized representatives of both parties. Amendments will prevail over both the Service Attachment and the Agreement. TheVendor may be required to file a copy of this Agreement with the Public Utilities Commission of Ohio.

1.14 Governmental Authorization, Regulatory Changes

This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each party must comply with all applicable federal, state and local laws, rules and regulations and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision. The Vendor may discontinue, limit or impose additional requirements to the provision of Service, upon no less than thirty (30) days written notice, as required to meet regulatory or other lawfully imposed requirements.

1.15 Required Service Level Performance

Specific product and service descriptions, performance objectives and penalties will be outlined in the Service Level Agreement section of the Service Attachment and/or Amendments.

2 Limitation of Liability

The Vendor will be responsible for any liability, claims, losses and damages arising out of the performance of this Agreement providing such liability, claim, loss, or damage is due to the fault or negligence of the Vendor, its employees, agent or subcontractors. NOTWITHSTANDING THE PREVIOUS SENTENCE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY, ITS AFFILIATES OR CONTRACTORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

3 Standard Clauses

3.1 Excusable Delay

Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date or dates as soon as practicable after notice of delay. In the event of any such excusable delay, the dates of performance or of delivery affected by the delay will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Vendor's subcontractors will be considered controllable by the Vendor, except for third-party manufacturers supplying commercial items and over whom the Vendor has no legal control.

3.2 Employment Taxes

Each party will be solely responsible for reporting, withholding and/or paying all employment related taxes, payments and/or withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and/or payments (together with any interest and penalties not disputed with the appropriate taxing authority).

3.3 Sales, Use, Excise, and Property Taxes

The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Vendor in connection with the Project, such will be the sole and exclusive responsibility of the Vendor, and the Vendor will pay such taxes (together with any interest and penalties not disputed with the appropriate taxing authority) whether they are imposed at the time the services are rendered or a later time.

3.4 Equal Employment Opportunity

During the term of the Agreement, the Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status ("Protected Status"). The Vendor will ensure that applicants for employment and employees are treated without regard to their Protected Status.

The Vendor agrees to post notices with the provisions of this section in conspicuous places that are available to employees and applicants and to state in all solicitations and advertisements for employees that it is an equal opportunity employer.

3.5 Drug-Free Workplace

The Vendor will comply with all applicable state and Federal laws regarding keeping a drug-free workplace. The Vendor will make a good faith effort to ensure that all Vendor employees, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

3.6 Conflicts of Interest

No personnel of the Vendor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Agreement. Additionally, the Vendor will not knowingly permit any public official or public employee who has any responsibilities related to this Agreement or the Project to acquire an interest in anything or any entity under the Vendor's control if such an interest would conflict with that official's or employee's duties. The Vendor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Agreement. The Vendor will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Agreement, unless the State has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

3.7 Ohio Ethics and Elections Law

The Vendor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics law, O.R.C. §102.03 AND 102.04. The Vendor affirms that, as applicable to the Vendor, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of $1,000.00 to the Governor or to his campaign committees.

3.8 Assignment

The Vendor may not assign this Agreement or any of its rights or obligations under this Agreement without the prior, written consent of the State.

3.9 Governing Law

This Agreement will be governed by the laws of Ohio, and venue for any disputes will lie with the appropriate court in Franklin County, Ohio.

3.10 Finding for Recovery

The Vendor warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24. If the warranty was false on the date the parties signed this Agreement, the Agreement is void ab initio.

3.11 Force Majeure

If the State, Subscribing Entity, or Vendor is unable to perform any part of its obligations under this Agreement by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Agreement. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; arrests; restraint of government and people; war; strikes; and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

4 Orders for Service, Cancellation or Modification

All Orders for Service as well as any cancellations or modifications to an order must be made through the State's Telecommunication Service Request (TSR) system. The Vendor agrees that only telecommunication coordinators have the authority regarding procurement, modification, and termination of services. The Vendor agrees to keep Subscribing Entity's orders updated and current in the TSR System.

Participating Cooperative Purchasing Entities must also request service through the State's TSR ordering system. Purchase orders for a Cooperative Purchasing Entity must be determined by the purchasing process of that Cooperative Purchasing Entity.

5 Term

The current General Assembly cannot commit a future General Assembly to any expenditures. Therefore, this Agreement along with all Service Attachments will automatically expire at the end of the current biennium, which is June 30, 20XX.

5.1 Agreement - Renewal

The State may renew this Agreement in the next biennium by issuing written notice to the Vendor of the decision to do so. Renewals will be initiated by OIT in writing at least thirty days prior to the expiration of the then current term. This expiration and renewal procedure will also apply to the end of any subsequent biennium.

5.2 Service Attachment(s) - Renewal

The State may renew the Service Attachments in the next biennium by issuing written notice to the Vendor of the decision to do so. Renewals will be initiated by OIT in writing at least thirty days prior to the expiration of the then current term. This expiration and renewal procedure will also apply to the end of any subsequent biennium.

After the second renewal, the parties agree that pricing may be renegotiated. Upon termination of this Agreement, all rights of the Subscribing Entity to order new Services cease and the Vendor has no further obligations to furnish new Services to the Subscribing Entity. The Subscribing Entity has the option anytime during the Agreement period to upgrade to a new technology or service offering with the Vendor without incurring termination charges as more specifically outlined in the individual Service Attachments.

5.3 Certification of Funds

None of the rights, duties, or obligations in this Agreement will be binding on the State, and the Vendor will not begin its performance, until all the following conditions have been met: (a) all statutory provisions under the Code, including Section 126.07, have been met; (b) all necessary funds are made available by the appropriate state agencies; (c) if required, approval of this Agreement is given by the Controlling Board of Ohio; and (d) if the State is relying on Federal or third-party funds for this Agreement, the State gives the Vendor written notice that such funds have been made available.

6 Termination of the Agreement

For the State's convenience and without liability for any cancellation charges provided the State shall remain liable for charges accrued but unpaid as of the termination date, the State may terminate this Agreement during the Initial or any Renewal Term with thirty (30) days advance written notice to the Vendor. The Subscribing Entity shall pay for all accrued and unpaid charges for Service and any applicable cancellation charges as outlined in the Service Attachment(s), through the effective date of such cancellation.

In addition, it is understood that the State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this Agreement, the State's obligations under this Agreement are terminated as of the date that the funding expires without further obligation of the State.

If the Termination of the Agreement is for cause or lack of funding by the Ohio General Assembly, neither the State or Subscribing Entity will be held liable for any applicable cancellation charges as outlined in the Service Attachment(s).

7 Termination of Service

Under this Agreement, Service(s) may be terminated at any time by either the Subscribing Entity or the Vendor.

7.1 Termination by the Subscribing Entity

For the Subscribing Entity's convenience, the Subscribing Entity may terminate the service(s) at any time for any reason. The Subscribing Entity shall remain liable for charges accrued but unpaid as of the termination date as well as any cancellation fees outlined in the Service Attachment.

7.2 Termination by the Vendor

If, during the Term, a Subscribing Entity no longer meets the definition of that term, the Vendor may, at its option and upon prior written notice to Subscribing Entity, terminate this Agreement with respect to the Subscribing Entity and work with Subscribing Entity to migrate its services to a stand alone agreement.

The Vendor may interrupt or terminate service to an individual Subscribing Entity account without notice if the Vendor has cause to believe that its equipment is being used for a fraudulent purpose, or if the service is used in a way that may adversely affect the Vendor's service or is used in violation of applicable governmental rules or regulations.

If the Subscribing Entity materially defaults in the performance of any of its duties or obligations under this Agreement, which default is not substantially cured within thirty (30) days after written notice is given to the Subscribing Entity specifying such default (except in the case of failure to pay fees or Charges not disputed in good faith, which must be cured within ten (10) days after receipt of written notice from the Vendor) or, with respect to those defaults that cannot reasonably be cured within thirty (30) days, should the Subscribing Entity fail to proceed within thirty (30) days to commence curing the default and thereafter to proceed with reasonable diligence to substantially cure the default, the Vendor may, by giving written notice thereof to terminate this Agreement as of the date of receipt by the Subscribing Entity of such notice or as of a future date specified in such notice of termination.

The Subscribing Entity shall remain liable for charges accrued but unpaid as of the termination date, and in the case of termination for cause, any cancellation fees outlined in the Service Attachment.

8 Charges, Billing, and Payment

8.1 Charges

Applicable installation charges, monthly recurring charges, or usage charges are listed on the Service Attachment(s). The installation charges will be billed when the Service is established. The monthly recurring charge and usage charges will commence on the In-Service Date.

To the extent that any sales, use, excise or any similar tax is imposed on the Vendor in connection with this Agreement, such will be the sole responsibility of the Vendor, and the Vendor will pay such taxes (together with any interest and penalties not disputed with the appropriate taxing authority) whether they are imposed at the time Service is rendered or at a later time during the Term.

The Subscribing Entity will pay ONLY any taxes, fees, surcharges or assessments, as outlined in the Service Attachment(s), to the extent the Subscribing Entity is not exempt from such taxes, surcharges or assessments, and will appear as a separate line item on the invoice.

The Subscribing entity is not subject to increases in the monthly recurring charge or usage charges during the term of this Agreement.

8.2 Billing and Payment

Payments under this Agreement will be due on the 30th calendar day after the actual receipt of a proper invoice in the office designated to receive the invoice.

The date of the warrant issued in payment will be considered the date payment is made.

Without diminishing the foregoing payment rights and obligations, the payment will be overdue if it is not received by Vendor within 30 days after the receipt of a proper invoice in the office designated to receive the invoice.

At the vendor's option, if a payment is overdue, then interest will be paid under the provisions of Section 126.30 of the Ohio Revised Code ("Code").

Invoices must be submitted to the office designated in the purchase order or TSR as the "bill to address". A proper invoice must include the following information and/or attached documentation:

- Name and address of the Vendor as designated in the Agreement or Amendment.
- Federal Tax Identification Number of the Vendor as designated in this Agreement.
- Invoice remittance address as designated in the Agreement.
- Description of the Services and or Deliverable(s) actually delivered or rendered.

The effective start date of a new or modified service will be set at the date the Vendor closes out the TSR order. Any charges incurred between the activation date and the TSR close out date will not be invoiced. Invoices will be issued at the account level, however the Subscribing Entity may require a recap at the Agency, Division, or District level based on the organizational structure of the Subscribing Entity.

Invoices from the Vendor must be submitted directly to the designated Subscribing Entity in the agreed upon format. The following list provides OIT's order of preference for invoices:

- Electronic Data Interchange (EDI)
- Web Based
- CD-ROM
- Magnetic Tape
- Paper

8.3 Claims and Disputes

The Subscribing Entities are only authorized to pay correct invoices.

Once the investigation into the disputed charge(s) has been completed;

- If in favor of the Subscribing Entity, the Vendor will issue a credit on the next invoice.

- If in favor of the Vendor, the Subscribing Entity will submit payment within thirty (30) days of receiving notification at the office designated to receive the invoice.

8.4 State Reporting Requirements

The Vendor shall provide the State with a recap of all services provided to the Subscribing Entity on a monthly basis. Charges shall be summarized as follows:

- State Level Recap – Grand Total
- Recap by Government Branch Level
  - Executive Branch
  - Judicial Branch
  - Legislative Branch
  - Elected Offices
  - Cooperative Purchasing Members
- Recap at the Agency, Board, Commission Level, and Cooperative Purchasing Member

Specific reporting data requirements will be outlined in the Service Attachment and/or Amendments.

8.5 Service Level Guarantee and Credits

The Vendor will issue credit allowances for service outages as set forth in the Service Level Agreement outlined in the Service Attachment and/or Amendments section(s). The credit will appear on the next invoice.

A service outage begins when the Subscribing Entity contacts the Vendor to report the problem or the Vendor identifies the problem internally, and a trouble ticket is opened. The service outage ends when the service is fully operational, as evidenced by the closing of the trouble ticket. The duration of the service outage will be calculated as the elapsed time between the time the trouble ticket is opened and closed.

If two (2) or more trouble tickets have been opened for a particular service within a 30 day period, and the cause is determined to be the Vendor's responsibility, such service will be deemed a "Chronic Trouble Service." If a third trouble ticket is opened on a Chronic Trouble Service within 30 days of the second trouble ticket, the Subscribing Entity will receive one month's free service for the affected service.

9 Cost Recovery

The Vendor will establish a State of Ohio Cost Recovery Fee Account. A Cost Recovery Fee to be paid to OIT will be calculated by multiplying Two Percent (2%) times the total dollar amount of services invoiced.

On a quarterly basis, the Vendor will provide OIT with a state level recap and a recap for each Subscribing Entity according to the data requirements as outlined in the Service Attachment(s).

On a quarterly basis, the Vendor will remit to OIT the 2% Cost Recovery Fee by check to the State of Ohio, Office of Information Technology. THE CHECK SHALL BE MADE OUT TO: TREASURER, STATE OF OHIO, FUND 133 and shall be sent to OIT at the following address:

Office of Information Technology
Service Delivery Division
Attention: Contract Manager
1320 Arthur E. Adams Drive, 3rd Floor
Columbus, Ohio 43221

To ensure that the payment is credited properly, the Vendor will identify the check as State of Ohio Cost Recovery Fee and reference this Agreement between the Vendor and The State of Ohio, Office of Information Technology and reference the Quarterly Activity Reports supporting the check amount. The Cost Recovery Fee must be received by OIT within 30 days after the date of Subscribing Entity invoice for the third month of each calendar quarter. Credit of the Cost Recovery Fee will begin in the month of execution of this Agreement.

The first payment will be calculated against all services rendered to the existing Subscribing Entities transferred to the Agreement in the month of effective date. Subsequent payments will be calculated against all Subscribing Entities as stated above.

9.1 Eligibility of E-Rate Service

Some services under this Agreement may be eligible for the Universal Service Administrative Company's (USAC's) education rate (E-Rate) program. Vendors and customers party to this contract must follow the rules as set forth by USAC. Please refer to the follow web location:

http://www.sl.universalservice.org

Under current USAC rules, administrative fees assessed by the State are excluded from e-Rate reimbursement for telecommunications services. Any applicable administrative fees are identified in Section 9, Cost Recovery.

10 Notices

Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by a) registered or certified mail, postage prepaid, in any post office in the United States; b) hand delivery; c) overnight courier; d) facsimile transmission or e) email upon confirmation of receipt.

If to OIT:

Office of Information Technology
Services Delivery Division
2323 West Fifth Avenue, Suite 140
Columbus, OH 43204
Attn: Contract Management

If to the Vendor:

(Please refer to Section 11.1, Vendor Added Language, for Vendor contact and address information.)

11 Vendor Added Language

11.1 Notices

Sprint-Nextel
Government Contracts
12524 Sunrise Valley Drive
Mailstop: VARESF0206
Reston, Virginia 20196
Attn: State Contracts Administrator.

11.2 Additions

- None

11.3 Modifications

1. **Section 6 – Termination of the Agreement**

   Add the following text to the end of the second paragraph:

   ", except the State and/or any applicable Subscribing Entity shall remain liable for charges accrued but unpaid as of the termination date."

2. **Section 8.1 – Charges**

   Delete the last paragraph in its entirety and replace with the following text:

   "The Subscribing entity is not subject to increases in the monthly recurring charge or usage charges during the term of this Agreement, except as set forth in third paragraph of this Section."

3. **Section 8.5 – Service Level Guarantee and Credits**

   Delete the second and third paragraphs in their entirety and replace with the following text:

   "Vendor's Service Level Guarantee and Credits shall be as set forth in Service Attachment A, Section 1.10, SLA Requirements."

4. **Section 9 – Cost Recovery**

Add the following text to the end of this paragraph after the words "total dollar amount of services invoiced:

"(EXAMPLE - Services = $100, Adjustments, surcharges, etc. = $5 - Cost Recovery Fee is computed as follows: Services $100 X 2% = $2)"

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the last signature, "Effective Date."

Vendor:	**State of Ohio,**
Sprint Communications Co., LP	**Office of Information Technology:**
Signature	Signature
Karen King	Mary F. Carroll
Printed Name	Chief of Information Technology, State CIO Printed Name
Manager, Contracts Administration	
Title	Title
1-3-06	2-3-2006
Date	Date