

SERVICE ATTACHMENT #1

Wireless Voice & Data Services

This Service Attachment (the "Service Attachment"), is entered into between Sprint Solutions, Inc. ("Service Provider") having an office at 12502 Sunrise Valley Drive, Mailstop: VARESA0208, Reston, VA 20196, and the State of Ohio, Department of Administrative Services, ("the State"), having its principal place of business at 30 E. Broad St. – 40th Floor, Columbus, Ohio 43215 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State. This Service Attachment amends that certain Master Services Agreement (MSA or Agreement) between the Parties dated December 29, 2011.

Service Overview

Sprint is offering discounted Wireless Voice & Data Services, as described herein, to Subscribing Entities.

Description of Service

1. Business Advantage Plans

Business Advantage Plans pooling plans offer Subscribing Entities three different tiers (Voice, Messaging, and Messaging & Data) to fit the Subscribing Entities' unique needs. Buckets of minutes from multiple Business Advantage Plans can be pooled across all Subscribing Entities within the same Business Advantage billing account. With Sprint Mobile to Mobile Calling, the Subscribing Entity receives unlimited minutes for calls between Sprint PCS Phones, as well as most Nextel Phones.

2. Business Essentials Plans

Business Essential Plans provide buckets of minutes which can be pooled across Subscribing Entity(ies) on an account. It also provides Unlimited Sprint Mobile-to-Mobile Calling and Unlimited Nationwide Nextel Direct Connect including Group Connect. Cellular minutes pool across all tiers within a Sprint Business Essentials billing account. With Sprint Mobile to Mobile Calling, the Subscribing Entity receives unlimited minutes for calls between Sprint PCS Phones, as well as most Nextel Phones. In addition to the features listed, add-on options are available for additional charges. **Subscribing Entities can add up to 5 Add-A-Phone (AAP) lines for each Sprint Business Essentials Plans with Anytime Minutes purchased.**

3. BlackBerry Service Plans

Sprint is offering the Subscribing Entities the choice of two BlackBerry Service Plans: BlackBerry 10MB Email and Web Plan and the BlackBerry Unlimited Email and Web Plan. Each plan offers Subscribing Entities MB Data Services for Email, Internet or Browsing, data Mobile Broadband, and the Phone as Modem option.

4. Bundled Voice & Data Plans

With the Custom BlackBerry Bundled Voice and Data Plans, the Subscribing Entity will receive an allotment of anytime minute buckets of 400, 700 or 1000 minutes. Each plan includes a variety of features including Unlimited Messaging.

Non-BlackBerry Subscribing Entities can select the Custom ProPack Bundled Voice and Data Plans and receive an allotment of anytime minute buckets of 400, 700, or 1000 minutes. Each Custom ProPack Plan includes a variety of features including Unlimited Messaging.

Custom BlackBerry and ProPack Bundled Plans share anytime minutes with Sprint Business Essential Plans.

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5. Flat Rate Business Plans with Text Messaging (TM) Add-On Options

Subscribing Entities will have a flat rate per-minute plan. With the Flat Rate Business Plan, Sprint will charge Subscribing Entities a per-minute rate charge for each minute used on a Subscribing Entity-Active Unit. Subscribing Entities can select 300 TMs, 1000 TMs or Unlimited TMs for an additional charge.

6. Direct Connect Only Plan

Plan includes Unlimited Direct Connect and Group Connect. Cellular voice, messaging and data are not available with this plan.

7. Voice Plan Add-On Options

- **Domestic Messaging Add-Ons**
Subscribing Entities can select 300 TMs, 1000 TMs or Unlimited TMs for an additional charge.
- **Data Add-Ons**
Subscribing Entities can add the ProPack Plan for an additional charge.
- **Talkgroup Add-Ons (iDEN only)**
Talkgroup Unlimited is limited to local market/same network (fleet) and requires a Talkgroup capable device and operates with other Talkgroup capable devices.
- **Premium Data Add-On (CDMA only)**
Premium Data Add-On Plan is required to be added to Sprint Voice Business Plans on a per-Subscribing Entity-Active Unit basis for an additional MRC. This plan is required on certain Smartphones and eligible Business Plans that may vary by device. Subscribing Entities may contact their Sprint Account Representative for details.
- **Sprint Mobile Hotspot Add-Ons (CDMA only)**
Subscribing Entities can select Sprint Mobile Hotspot 2GB or 5GB Add-Ons for an additional Monthly Recurring Charge (MRC).
- **Business Phone As Modem Add-On (CDMA only)**
Subscribing Entities can add the Business Phone As Modem Add-On plan to a ProPack or a BlackBerry Service Plan for an additional MRC.
- **TeamDC Add-Ons (CDMA only)**
TeamDC Add-On plan requires a TeamDC capable device and operates with other TeamDC capable devices.

8. 3G/4G Connection Card Plans (CDMA Only)

Sprint is offering an Unlimited 3G/ 4G Connection Card Plan for Subscribing Entity-Active Sprint Mobile Broadband 3G/ 4G Cards. The Unlimited 3G/ 4G Connection Card Plan gives Subscribing Entity's unlimited MBs when connecting the card to the laptop, allowing access to the Internet and Email as a mobile worker. Additionally, when utilizing devices that offer the coverage of the Sprint 3G network, Subscribing Entity(ies) can take advantage of the turbocharged speeds of WiMAX on the new Sprint 4G Network.

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9. Connection Card Plans (CDMA Only)

Sprint is offering an Unlimited Connection Card Plan and a 500MB Connection Card Plan for Subscribing Entity-Active Sprint Mobile Broadband Cards. Connection Card Plans give Subscribing Entities access to the Internet when connecting the card to a laptop.

10. Tablet Plans (CDMA Only)

Subscribing Entities using tablets can select from four data plans depending on the amount of usage required: 2GB, 2GB with Unlimited Messaging, 3GB, and 5GB.

11. 3G/4G Embedded Connection Plan (CDMA Only)

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

12. Sprint Mobile-to-Office Single Number Option

Sprint Mobile-to-Office is a value-added feature available to Subscribing Entities for an additional monthly recurring charge. This feature provides unlimited voice calls between a Sprint mobile device and a pre-identified landline number. Calls from a mobile phone to the chosen number and incoming calls from a chosen number are rated as Sprint Mobile-to-Office calling.

13. Sprint DataLink (CDMA Only)

Sprint DataLink connectivity provides Subscribing Entities the option of simple Data Link connectivity via IPVN, MPLS or Sprint Link Frame Relay (SLFR).

14. Sprint Mobile Integration (CDMA Only)

Sprint Mobile Integration (SMI) with Cisco Unified Communications Manager, Avaya Communications Manager and Tango Networks' Abrazo, a unique hybrid solution that extends premises-based PBX features to mobile phones. Sprint Nationwide 3G (and now 4G) Mobile Broadband and Global IP/MPLS Networks provide custom solutions in wireline and wireless integration.

Built within Sprint's IP Multimedia Subsystem (IMS) architecture, SMI is the industry's first "hosted mobility" solution that can simplify management of Subscribing Entities' voice services by effectively making wireless phones an extension of an enterprise voice system. All Sprint CDMA phones can now serve as full-featured "desk phone replacements," allowing for reduced costs.

15. Sprint Wireless Machine-to-Machine (CDMA Only)

Sprint Machine-to-Machine (M2M) Solutions are high-speed wireless connectivity solutions where one or both ends of a connection is a device whose primary function is to transfer real-time wireless data through embedded wireless, local or wide-area networking.

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16. Equipment Service & Repair Program (ESRP)

ESRP covers the service and repair or replacement of Subscribing Entities' Sprint or Nextel device for mechanical or electrical problems, normal wear and tear and routine maintenance. The malfunctioning device must be turned in at the time of replacement.

Fee Structure

PRICING PROVIDED BELOW DOES NOT INCLUDE APPLICABLE TAXES, FEES OR SURCHARGES. NET MRCs ARE NOT ELIGIBLE FOR ADDITIONAL SERVICE PRICING DISCOUNTS.

1. Business AdvantageSM Plans

• Business Advantage Talk Plans

	Business Advantage Talk 200	Business Advantage Talk 450	Business Advantage Talk 900	Business Advantage Talk 1350	Business Advantage Talk 2000	Business Advantage Talk 4000
MRC	\$29.99	\$39.99	\$59.99	\$79.99	\$99.99	\$149.99
Discounted MRC	\$22.49	\$29.99	\$44.99	\$59.99	\$74.99	\$112.49
Anytime Minutes	200	450	900	1350	2000	4000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included

(1) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.

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• Business Advantage Messaging Plans

	Business Advantage Messaging 200	Business Advantage Messaging 450	Business Advantage Messaging 900	Business Advantage Messaging 1350	Business Advantage Messaging 2000	Business Advantage Messaging 4000
MRC	\$39.99	\$49.99	\$69.99	\$89.99	\$109.99	\$159.99
Discounted MRC	\$29.99	\$37.49	\$52.49	\$67.49	\$82.49	\$119.99
Anytime Minutes	200	450	900	1350	2000	4000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included
Messaging	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited

(1) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.

(2) Unlimited Messaging includes text, picture, and video messages.

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• Business Advantage Messaging & Data Plans

	Business Advantage Messaging and Data 200	Business Advantage Messaging and Data 450	Business Advantage Messaging and Data 900	Business Advantage Messaging and Data 1350	Business Advantage Messaging and Data 2000	Business Advantage Messaging and Data 4000
MRC	\$59.99	\$69.99	\$89.99	\$109.99	\$129.99	\$179.99
Discounted MRC	\$44.99	\$52.49	\$67.49	\$82.49	\$97.49	\$134.99
Anytime Minutes	200	450	900	1350	2000	4000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Any Mobile, Anytime SM	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included
Messaging	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Data Access	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
GPS Navigation	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited

- (1) Any Mobile, Anytime provides unlimited minutes of use for standard voice calls directly dialed and received by domestic wireless numbers, as determined when the call is placed by using independent third party and Sprint databases. Any Mobile, Anytime is only available with select Sprint Business Plans and while on the Nationwide Sprint Network or the Nextel National Network. Standard Roaming rates and restrictions apply. Calls to voicemail, 411, 3-way calling and other indirect methods are not included. Subscribing Entities may visit sprint.com/anymobileanytime for additional information.

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- (2) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.
- (3) Unlimited Messaging includes text, picture, and video messages.
- (4) Unlimited Data includes:
- (a) Email - Sprint Mobile Email, Sprint Mobile Email-Work, Microsoft Direct Push technology via ActiveSync, Versamail, or BlackBerry® Internet Service (BIS). BlackBerry Enterprise Service (BES) can be added for an additional MRC; and
 - (b) Mobile Web.

2. Business Essentials® Plan

	Business Essentials 400	Business Essentials 1000	Business Essentials 1400	Business Essentials 2000	Business Essentials 3000	Business Essentials 4000
MRC	\$39.99	\$59.99	\$79.99	\$99.99	\$149.99	\$199.99
Discounted MRC	\$29.99	\$44.99	\$59.99	\$74.99	\$112.49	\$149.99
Anytime Minutes	400	1000	1400	2000	3000	4000
Anytime Minutes Overage	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included

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Business Essentials – Additional Lines for Pooling	
MRC	\$25.00
Discounted MRC	\$18.75
Anytime Minutes	0
Anytime Minutes Overage	\$0.40 / minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited
Sprint® Mobile-to-Mobile	Unlimited
Direct Connect® and Group Connect®	Unlimited
Pooled Anytime Minutes	Included
Nationwide Long Distance	Included
Caller ID & Voice Mail	Included

- A. Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features including, but not limited to, TalkgroupSM and International Direct ConnectSM are available with certain devices and may be subject to an additional charge.
- B. A Subscribing Entity-Liable Active Unit on a Sprint Business Essentials® Plan will pool Anytime Minutes with other Subscribing Entity-Liable Active Units on Sprint Business Essentials® Plans. Sprint Business Essentials® Plans will not pool with Sprint Business AdvantageSM Plans.
- C. Pooled Anytime Minutes apply to Subscribing Entities on the same Billing Account Number (BAN) and using plans in the above table.

3. BlackBerry Service Plans

BlackBerry Unlimited Email and Web Plan	
MRC	\$39.99 (NET \$20.00 if added to a Sprint Voice Plan for Business)
Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand ("MBB")	Unlimited

The 25% Service Discount does not apply.

A. Subscribing Entity's use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Subscribing Entity before Subscribing Entity may download the RIM software. The terms and conditions for use of the BlackBerry service are located at <http://na.blackberry.com/eng/legal/terms.jsp>, and are subject to change without prior notice to Subscribing Entities.

B. BlackBerry Business Plans can only be activated on BlackBerry devices.

- (1) Unless Subscribing Entity adds a voice Business Plan that includes voice calls and long distance calls to the above BlackBerry data Business Plan, Subscribing Entity will be charged \$0.20/minute for voice calls plus \$0.25/minute for long distance calls.
- (2) Additional Nextel Direct Connect features may be subject to an additional charge if not included in Subscribing Entity's voice Business Plan.
- (3) Additional charges apply for messaging service.

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4. Bundled Voice & Data Plans

- Custom BlackBerry Bundled Voice & Data Plans

Nextel Bundled Voice & Data Plans			
	Custom BB 400	Custom BB 700	Custom BB 1000
MRC	\$49.99 NET MRC; Service Pricing Discount will not apply	\$59.99 NET MRC; Service Pricing Discount will not apply	\$69.99 NET MRC; Service Pricing Discount will not apply
Anytime Minutes	400	700	1000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute
Sprint Mobile-to-Mobile	Included	Included	Included
Direct Connect® and Group Connect	Unlimited	Unlimited	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited	Unlimited	Unlimited
Shared Minutes	* Included	* Included	* Included
Nationwide Long Distance	Included	Included	Included
Roaming	Not Available	Not Available	Not Available
Caller ID & Voice Mail	Included	Included	Included
Unlimited BlackBerry (without PAM)	Included	Included	Included
Unlimited Messages	Included	Included	Included

- (1) The 25% Service Discount does not apply.
- (2) Subscribing Entity's use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Subscribing Entity before Subscribing Entity may download the RIM software. The terms and condition for use of the BlackBerry service are located at <http://na.blackberry.com/eng/legal/terms.jsp>, and are subject to change without prior notice to Subscribing Entities.
- (3) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.
- (4) BlackBerry Business Plans can only be activated on a BlackBerry device.
- (5) * Subscribing Entity-Liable Active Units on the Custom BB 400, the Custom BB 700, and/or the Custom BB 1000 share Anytime Minutes with Sprint Business Essentials® Plans. Subscribing Entity-Liable Active Units on the Custom BB 400, Custom BB 700, and/or the Custom BB 1000 will not share Anytime Minutes with Sprint Business AdvantageSM Plans.

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- **Custom ProPack Bundled Voice & Data Plans**

Nextel PRO Pack Bundled Voice & Data Plans			
	Custom PRO Pack 400	Custom PRO Pack 700	Custom PRO Pack 1000
MRC	\$49.99 NET MRC; Service Pricing Discounts will not apply	\$59.99 NET MRC; Service Pricing Discounts will not apply	\$69.99 NET MRC; Service Pricing Discounts will not apply
Anytime Minutes	400	700	1000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute
Sprint Mobile-to-Mobile	Included	Included	Included
Direct Connect® and Group Connect	Unlimited	Unlimited	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited	Unlimited	Unlimited
Shared Minutes	* Included	* Included	* Included
Nationwide Long Distance	Included	Included	Included
Roaming	Not Available	Not Available	Not Available
Caller ID & Voice Mail	Included	Included	Included
Nextel PRO Pack	Included	Included	Included
Unlimited Messages	Included	Included	Included

- (1) The 25% Service Discount does not apply.
- (2) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.
- (3) * Subscribing Entity-Liable Active Units on the Custom PRO Pack 400, the Custom PRO Pack 700, and/or the Custom PRO Pack 1000 share Anytime Minutes with Sprint Business Essentials® Plans. Subscribing Entity-Liable Active Units on the Custom PRO Pack 400, Custom PRO Pack 700, and/or the Custom PRO Pack 1000 will not share Anytime Minutes with Sprint Business AdvantageSM Plans.

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5. Flat Rate Business Plan with Text Messaging Add-On Options

- A. Sprint will charge Subscribing Entity a Monthly Recurring Charge (“MRC”) and a flat rate per-minute charge for each minute used on a Nextel Subscribing Entity-Liable Active Unit. There are no included plan minutes.

Monthly Recurring Charge (“MRC”)	\$0
Per Minute Rate for all voice minutes used including Anytime Minutes, Nights & Weekends, Nationwide Long Distance, Domestic Roaming and Sprint Mobile-to-Mobile Calling	\$0.06
Per Minute Rate for all Local Walkie-Talkie Minutes	\$0.06
Shared Minutes	Not Available
Caller ID & Voice Mail	Included
Unlimited Mobile-to-Mobile	Not Included
Unlimited Nights & Weekends beginning at 9PM	Not Included

The 25% Service Discount does not apply.

- (1) Additional Nextel Direct Connect® features, including, but not limited to, Talkgroup, Group Connect and International Direct Connect, are available with certain devices and may be subject to an additional charge.

Subscribing Entity(ies) may add one of the below Text plans to units activated on the Flat Rate Ohio Business Plan:

Messaging Plan	MRC	Additional Messages
300 Messages	\$3 NET OF ALL DISCOUNTS	\$0.20
1000 Messages	\$7 NET OF ALL DISCOUNTS	\$0.20
Unlimited Messages	\$12 NET OF ALL DISCOUNTS	N/A

The 25% Service Discount does not apply.

- (1) Activations on the above plan are not permitted via a Business Solutions Provider (BSP) or on a smartphone.
- (2) Each end user may have a maximum of 5% of its Subscribing Entity-Liable Active Units on the Sprint Flat Rate Business Plan and/or the Nextel Flat Rate Business Plan (together the “Flat Rate Business Plans”). If the percentage of Subscribing Entities on the Flat Rate Business Plans exceeds 5% of the total number of Subscribing Entity-Liable Active Units, Sprint reserves the right to reject new TSR Orders for the Flat Rate Business Plans until the 5% ratio is achieved.

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6. Direct Connect® Only Plan

	Nextel Direct Connect Only Plan
MRC	\$24.99
Discounted MRC	\$18.74
Direct Connect®	Unlimited
Group Connect®	Unlimited
International Direct Connect*	\$0.20/minute/user
Talkgroup*	\$0.15/minute/user

*on a capable device.

- A. A one-year Minimum Service Term is required.
- B. Cellular voice, messaging, and data are not available and Subscribing Entities are restricted from using such features with this plan.
- C. BlackBerry and PowerSource devices are not eligible with this plan.

7. Voice Plan Add-On Options

- **Domestic Messaging Add-Ons**

Messaging Plans	MRC	Additional Messages
300 Messages	\$0.00	\$0.20
1000 Messages	NET \$4.00	\$0.20
Unlimited Messages	NET \$7.00	N/A

A. Sprint Domestic Messaging Add-Ons. Messaging add-ons include 2-way, 1-way, and/or MMS based on device capability. Additional charges apply for international messaging.

- (1) Net Messaging Plans are net of all discounts. Service Pricing Discount does not apply.
- (2) Sprint Domestic Messaging Add-On pricing found in this section is not combinable with the Nextel Flat Rate Business Plan as described above.

- **Data Add-Ons**

Data Plans	MRC	Discounted MRC
Nextel ProPack	\$30	\$22.50
Sprint PRO Pack	\$30	\$22.50

Voice plan add-ons require activation of a Sprint voice Business Plan. Some add-ons may not be applicable on certain voice Business Plans or devices. Charges for casual data usage are calculated on a per kilobyte basis unless Subscribing Entity selects a voice Business Plan that includes data or Subscribing Entity selects the Nextel Web Plan or Nextel ProPack add-on. Current casual data usage rates are available through Subscribing Entity's Sprint Account Representative.

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

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- (2) The included email solution in the Sprint PRO Pack varies by device. Please review product specifications for details.

- **Talkgroup Add-Ons (iDEN Only)**

Talkgroup Plan	NET MRC
Talkgroup Unlimited	NET \$8 (Government Service Pricing Discount will not apply)

- (1) TalkgroupSM is limited to local market/same network (fleet). Talkgroup requires a Talkgroup capable device and operates with other Talkgroup capable devices only.

- **Premium Data Add-On (CDMA Only)**

Premium Data Plan	NET MRC
Sprint Premium Data	\$10

- (1) Sprint Premium Data is required on certain Smartphones and eligible Business Plans that may vary by device. Subscribing Entity may contact its Sprint Account Representative for details.

- **Sprint Mobile Hotspot Add-On (CDMA Only)**

NET MRC	\$14.99*	\$29.99*
Data Services limitation in Gigabytes ("GB")	2 GB	5 GB
Overage charges for additional data Services usage above plan limitation	\$0.05 per MB ¹	\$0.05 per MB ¹
Data Roaming limitation in Megabytes ("MB")	100 MB	300 MB
Overage charges for additional data Roaming usage above plan limitation	\$0.25 per MB ¹	\$0.25 per MB ¹

- A. Sprint Mobile Hotspot may be added for an additional MRC. Sprint Mobile Hotspot requires an eligible Voice/Data bundled Business Plan or an eligible voice Business Plan and an eligible Sprint Pro Pack. Sprint Mobile Hotspot is only available on certain Hotspot capable wireless devices. Sprint Mobile Hotspot usage is separate from underlying plan usage.

*MRC is net of all discounts. Subscribing Entities' Service Pricing Discount is not applicable.

¹If Subscribing Entity's data usage in a given month exceeds the Data Services limitation or the Data Roaming limitation, Subscribing Entity will be liable for the overage charges set forth in the table above. Subscribing Entity may be liable for both overage charges if Subscribing Entity's usage in a given month exceeds the Data Services limitation and the Data Roaming limitation.

- **Business Phone as Modem Add-On (CDMA Only)**

MRC	\$10*
Data Services limitation in Gigabytes ("GB")	5 GB
Overage charges for additional data Services usage above 5 GB/month	\$0.05 per MB ¹
Data Roaming limitation in Megabytes ("MB")	300 MB
Overage charges for additional data Roaming usage above 300 MB/month	\$0.25 per MB ¹

- A. Business Phone as Modem may only be added to the Sprint PRO Pack or a BlackBerry Service Plan for an additional MRC. Business Phone as Modem usage is separate from underlying plan

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usage. Phone as Modem may not be available on devices and is not available on Hotspot capable devices.

*MRC is net of all discounts. Subscribing Entities' Service Pricing Discount is not applicable.

¹If Subscribing Entity's data usage in a given month exceeds the Data Services limitation or the Data Roaming limitation, Subscribing Entity will be liable for the overage charges set forth in the table above. Subscribing Entity may be liable for both overage charges if Subscribing Entity's usage in a given month exceeds the Data Services limitation and the Data Roaming limitation.

- **TeamDC Add-Ons (CDMA Only)**

TeamDC Plan	MRC
TeamDC Unlimited	NET \$8

(1) TeamDC requires a TeamDC capable device and operates with other TeamDC capable devices only.

8. 3G/ 4G Connection Plan (CDMA Only)

MRC	NET \$37.99 ¹
Usage Included	Unlimited for Acceptable Use ²
Data Roaming limitation in Megabytes ("MB")	300 MB
Additional data Roaming usage above 300 MB	\$0.25 per MB ³

¹ MRC is net of all discounts. Subscribing Entities' Service Pricing Discount is not applicable.

² Unlimited use available while on the Sprint network. Sprint reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan if such Wireless Data Connection Device exceeds 300 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts that broadcast more than 24 hours; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or Subscribing Entities such that they could enable "bots" or similar routines.

³ If Subscribing Entity's data usage on the Sprint 3G Network and the Nationwide Sprint Network in a given month exceeds 300 MB while Roaming, Subscribing Entity will be liable for the overage charges set forth in the table above.

- 1) The 3G/4G Connection Card Plan includes unlimited data usage on the Sprint 4G Network, the Sprint 3G Network and the Nationwide Sprint Network. All pricing and available MBs are the same whether Subscribing Entity-Liable Active Units use the Sprint 4G Network, the Sprint 3G Network or the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Subscribing Entity-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- 2) Roaming is not available on the Sprint 4G Network at this time.
- 3) Premium Services content is not available with this Business Plan.
- 4) Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email,

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

- 5) Unless specifically stated otherwise, wireless Products on "unlimited" Business Plans are subject to the prohibited network uses in this section. Other Business Plan options for these types of Applications are available by contacting Subscribing Entity's Sprint Account Representative.
- 6) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex attached hereto as Addendum 1.

9. Connection Plan (CDMA Only)

MRC	NET \$29.99 ¹	NET \$37.99 ¹
Data Services in Megabytes ("MB")	500MB	Unlimited for Acceptable Use ²
Voice Calls, including long distance (if card is capable)	\$0.20 per minute	\$0.20 per minute
Overage charge for additional 3G data Services usage above plan limit	\$0.05 per MB ²	N/A
Additional data Roaming usage above 300 MB (100 MB limit on the 250 MB plan)	\$0.25 per MB ³	\$0.25 per MB ³

¹ MRC is net of all discounts. Subscribing Entities' Service Pricing Discount is not applicable.

² Unlimited use while on the Sprint network. Sprint reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G Unlimited for Acceptable Use Connection Plan if such Wireless Data Connection Device exceeds 300 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts that broadcast more than 24 hours; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or Subscribing Entities such that they could enable "bots" or similar routines.

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³ If Subscribing Entity's data usage in a given month exceeds 300 MB while Roaming, Subscribing Entity will be liable for the overage charges set forth in the table above.

- A.** All pricing and available MBs are the same whether Subscribing Entity-Liable Active Units use the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible connection card. Where the Sprint 3G Network is available and an EVDO-compatible connection card is used, Subscribing Entity-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.
- B.** Sprint reserves the right to limit throughput speeds or the amount of data transferred, and to deny, terminate, modify, disconnect or suspend wireless data Service on the Sprint 3G Network and the Nationwide Sprint Network, for Subscribing Entity's Wireless Data Connection Devices with data usage exceeding 5 GB/month in total, or 300 MB/month while Roaming.
- C.** Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product attached hereto as Addendum 1.

10. Tablet Plans (CDMA Only)

Net MRC	\$29.99 ¹	\$34.99 ¹	\$34.99 ¹	\$39.99 ¹
3G Data Services limitation in Gigabytes ("GB")	2GB	2GB	3GB	5GB
Overage charge for additional 3G data Services usage above plan limit	\$0.05 per MB ²	\$0.05 per MB ²	\$0.05 per MB ²	\$0.05 per MB ²
3G Data Roaming limitation in Megabytes ("MB")	100MB	100MB	100MB	300MB
Overage charge for additional 3G data Roaming usage above plan limit	\$0.25 per MB ²	\$0.25 per MB ²	\$0.25 per MB ²	\$0.25 per MB ²
4G Data Services limitation	Not Available	Not Available	Unlimited ³	Unlimited ³
Messaging	Unlimited	Not Included	Not Included (Unlimited may be purchased for \$5 net of discount)	Not Included (Unlimited may be purchased for \$5 net of discount)
Data Pooling	Not Applicable	Included (see F below)	Not Applicable	Not Applicable
Standby plan usage	Not Permitted	Not Permitted	Not Permitted	Not Permitted

¹ MRC is net of all discounts. Subscribing Entities' Service Pricing Discount is not applicable.

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

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overage charges if Subscribing Entity's usage in a given month exceeds both the plan's Data Services limitation and Data Roaming limitation.

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

- A. All pricing and available MBs are the same whether Subscribing Entity-Liable Active Units use the Sprint 4G Network (if included), the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data device. Where the Sprint 3G Network is available and an EVDO-compatible data device is used, Subscribing Entity-Liable Active Units will first attempt to connect to the Sprint 4G Network (if included), then to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.
- B. Roaming is not available on the Sprint 4G Network at this time.
- C. Unlimited Messaging includes text, picture, and video messages.
- D. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Subscribing Entity is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Subscribing Entity's plan, (ii) 300 MB/month while Roaming for a plan equal to or greater than 5GB/month in total or 100 MB/month while Roaming for a plan less than 5 GB/month in total, or (iii) a majority of kilobytes while Roaming; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.
- E. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex attached hereto as Addendum 1.
- F. Data usage will be shared between devices on the \$34.99 2 GB plan using the same Billing Account Number.

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11. 3G/4G Embedded Connection Plan (CDMA Only)

MRC	\$42.99 ¹	\$47.99 ¹
Additional data usage above 5 GB	\$0.05 per MB ²	\$0.05 per MB ²
Additional data Roaming usage above 300 MB	\$0.25 per MB ²	\$0.25 per MB ²
Indirect sales agent (inclusive of BSP)	Not permitted	Permitted
Discretionary Credits (inclusive of PIC credit)	Not Permitted	Not Permitted

¹ MRC is net of all discounts. Subscribing Entities' Service Pricing Discount is not applicable.

² If Subscribing Entity's data usage on the Sprint 3G Network and the Nationwide Sprint Network in a given month exceeds 5 GB in total or 300 MB while Roaming, Subscribing Entity will be liable for the overage charges set forth in the table above. Subscribing Entity may be liable for both overage charges if Subscribing Entity's usage in a given month exceeds both 5 GB in total and 300 MB while Roaming.

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

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- F. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex attached hereto as Addendum 1.

12. Sprint Mobile to OfficeSM Single Number Option

	MRC Per Subscribing Entity- Active Unit	MRC Per Subscribing Entity- Active Unit
Sprint Mobile to Office Single Number Option	\$8.00	\$6.00

Additional Terms:

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

13. Sprint Data Link (CDMA Only)

- A. **Simple Data Link connectivity.** The Sprint Data Link option provides Subscribing Entity simple Data Link connectivity via IPVPN, MPLS or Sprint Link Frame Relay (SLFR). A one-time Data Link network connectivity fee of \$500 will apply to new Data Link Subscribing Entities. In addition to the charges set forth in the Business Plan, Sprint will charge Subscribing Entity a \$10 MRC for Sprint Data Link connectivity on 4G single-mode devices.
- B. **SHRA/NAT Add-On to Sprint Data Link.** This add-on is for Data Link Subscribing Entities utilizing one or both of the Sprint value-added services listed below. There is no additional one-time charge of \$500 when SHRA and/or NAT are added. In addition to the SHRA/NAT Premium Add-on MRC in the table below, Sprint will charge Subscribing Entity a \$10 MRC premium for Sprint Data Link connectivity on 4G single-mode devices.
 - (1) Sprint Hosted RADIUS Authentication (SHRA) – SHRA provides Subscribing Entity with a hosted username and password management solution for their wireless Subscribing Entities' devices.
 - (2) Network Address Translation (NAT) – NAT is a technique of translating network traffic through a router that involves re-writing the source and/or destination.

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SHRA/NAT Premium Add-On	
Net MRC	\$7.00

- C. IP Addresses.** Dynamic IP address assignment is the default method currently in use by the Sprint Data Link solution. Sprint will not charge Subscribing Entity MRCs for Sprint-provided dynamic IP addresses or Subscribing Entity-provided IP addresses.
- (1) Data Link can also support Subscribing Entity specific dynamic and static IP address assignments that comply with "RFC 1918 - Address Allocation for Private Internets."
- a) Supported IP Address Range – 10.X.X.X and 192.168. X.X.
b) Unsupported IP Address Range - 172.16.X
- (2) Non-Recurring Charges. Sprint will charge Subscribing Entity \$250 as a non-recurring charge for setup costs. These non-recurring charges apply to Subscribing Entity-specific dynamic and static IP address assignments.
- D. Implementation Options.** Subscribing Entity selects one of the following implementation options for Sprint Data Link (must select one):
- Option 1 - Sprint Data Link via IP VPN**
 Option 2 - Sprint Data Link via SprintLink Frame Relay
 Option 3 - Sprint Data Link via MPLS VPN
- E.** Subscribing Entities must comply with the Sprint Data Link Product Annex, attached hereto as Addendum 4.
- 14. Sprint Mobile Integration (CDMA Only)**
- A. Required Elements.** In order to use Sprint Mobile Integration, Subscribing Entities must acquire the following elements ("Required Elements"), through the Agreement.
- 1) **Sprint and PowerSource Phones.** Sprint Mobile Integration only operates on Sprint and PowerSource phones that are data capable. Sprint Mobile Integration is not available on non-Sprint phones, phones activated on the Nextel National Network, or any phone with Nextel Direct Connect® capability.
- 2) **Business Plan.** Subscribing Entity must activate and/or maintain an eligible Sprint voice Business Plan on the Nationwide Sprint Network or on a PowerSource Phone. A Sprint data plan or Sprint text messaging plan is not required.
- 3) **Sprint Global MPLS VPN Service.** Subscribing Entity must purchase and/or maintain Sprint Global MPLS VPN Service between Subscribing Entity's IP PBX location(s) and the Sprint Network. Subscribing Entity also must implement "class of service" options to help ensure voice quality. Sprint offers Sprint Global MPLS VPN Service under the terms of the Sprint Global MPLS VPN Product Annex, attached hereto as Addendum 2A. Pricing for Sprint Global MPLS VPN Service will be set forth separately. If Subscribing Entity has Sprint Global MPLS VPN Service at the time Subscribing Entity places a TSR Order for Sprint Mobile Integration, then within 90 days following the end of the Implementation Period (defined below), Subscribing Entity must be using Sprint Global MPLS VPN with the Border Gateway Protocol ("BGP") or a static protocol. If Subscribing Entity will be ordering Sprint Global MPLS VPN Service and Sprint Mobile Integration concurrently, Subscribing Entity may not use Sprint Global MPLS VPN Service with any protocol

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other than BGP or a static protocol. In addition, for Tango Abrazo implementations, Subscribing Entity must also purchase the Sprint Global MPLS VPN VAS Half Tunnel service to facilitate the connection between the Abrazo E hardware and the Abrazo C hardware.

- 4) **Cisco Unified Border Element.** Subscribing Entity must provide a Cisco Unified Border Element ("CUBE") if a CUBE is required by Subscribing Entity's Sprint Mobile Integration design. Pricing for CUBEs purchased from Sprint will be set forth separately.
- 5) **Abrazo-E.** Pricing for the Abrazo-E will be set forth separately. Subscribing Entity's use of the Abrazo-E is subject to acceptance of the Tango end user license presented to Subscribing Entity before Subscribing Entity may use the Abrazo-E. The end user license for use of the Abrazo-E is located at <http://www.box.net/shared/ullutijzbe> and is subject to change without prior notice to Subscribing Entity.

B. Optional Sprint Products and Services

- 1) **Managed Network Services.** To help ensure voice quality, Subscribing Entity may purchase Sprint Managed Network Services for all of Subscribing Entity's analog and digital gateway devices and CUBEs used with Sprint Mobile Integration. Sprint Managed Network Services provide installation, configuration, maintenance, and monitoring of the Sprint Mobile Integration-enabling equipment and related functions within Subscribing Entity's LAN. Sprint offers Sprint Managed Network Services under the terms of the Sprint Managed Network Services Product Annex attached hereto as Addendum 2B. If Subscribing Entity purchases Sprint Managed Network Services, pricing for such Services will be set forth separately.
- 2) **Enhanced In-Building Coverage.** Subscribing Entity may need to install enhanced in-building coverage in order for Sprint Mobile Integration to work effectively. Pricing for enhanced in-building coverage will be set forth in a Custom Network Solutions ("CNS") Agreement to be mutually agreed upon between Sprint and Subscribing Entity.

C. Pricing and Fees

(1) Pricing.

	List MRC Per Active Unit	TSR Order Term MRC Per Active Unit
Sprint Mobile Integration	\$4.95	\$0.00

(2) Minimum Commitment Fee

- (a) During each month of the TSR Order Term, Subscribing Entity must maintain an average of 50 Active Units activated with Sprint Mobile Integration per IP PBX utilized in Subscribing Entity's Sprint Mobile Integration design ("Minimum Mobile Integration Commitment Level"). If, during any month of the TSR Order Term, the average number of Active Units activated with Sprint Mobile Integration is less than 50 units per Subscribing Entity's IP PBX, Sprint may charge Subscribing Entity the following Sprint Mobile Integration minimum commitment fee ("Minimum Commitment Fee") for each such month:

(50 units x # Subscribing Entity's IP PBXes) - # of Active Units activated with Sprint Mobile Integration in such month x \$4.95 List MRC) = Minimum Commitment Fee

- (b) Subscribing Entity will be liable for the Minimum Commitment Fee in addition to the MRCs for the Subscribing Entity-Active Units with Sprint Mobile Integration during the applicable month and liability for the Minimum Commitment Fee does not affect any other applicable Business Plan Service usage charges.

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- (c) **Application of Fees.** If Subscribing Entity is subject to the Mobile Integration Termination Fee, Subscribing Entity will not be liable for the Minimum Commitment Fee for those months remaining in the TSR Order Term after termination. If Subscribing Entity is subject to the Termination for Convenience Fee (as defined below), Subscribing Entity will not be liable for the Mobile Integration Termination Fee.

D. Sprint Mobile Integration Timeline

- 1) **TSR Order Term.** The TSR Order Term for Sprint Mobile Integration is 24 months from the conclusion of the first Implementation Period (as defined below). At the end of the TSR Order Term, Sprint may continue to provide Sprint Mobile Integration on a month-to-month basis at the TSR Order Term MRC in the table above and on the same terms and conditions; provided that either Party may terminate Sprint Mobile Integration at the end of the TSR Order Term or during the month-to-month continuation period by providing the other Party written notice at least 30 days before the effective termination date.
- 2) **Implementation Period and Ramp-Up Period.** When Subscribing Entity places a TSR Order for Sprint Mobile Integration, Sprint and Subscribing Entity will agree on (A) a scope of work and test criteria; (B) an implementation period to enable Sprint and Subscribing Entity to implement and test Sprint Mobile Integration on each Subscribing Entity's IP PBX included in Subscribing Entity's Sprint Mobile Integration design ("Implementation Period"), and (C) a ramp up period, not to exceed 90 days, following the Implementation Period to enable Subscribing Entity to attain the Minimum Mobile Integration Commitment Level.
- 3) **Acceptance Period.** Following the Implementation Period, Subscribing Entity will have 5 business days to complete its testing of Sprint Mobile Integration on the applicable Subscribing Entity's IP PBX ("Acceptance Period"). If Subscribing Entity elects not to participate in testing, Sprint Mobile Integration will be deemed accepted 5 days after the Implementation Period for the applicable Subscribing Entity's IP PBX.
- 4) **Evaluation Period.** Subscribing Entity will have a period of 30 days from the expiration of the Acceptance Period to evaluate Sprint Mobile Integration on the applicable Subscribing Entity's IP PBX ("Evaluation Period").
 - (1) Upon expiration of the Evaluation Period for a Subscribing Entity's IP PBX, if Sprint Mobile Integration has met the required success criteria set forth in the scope of work for that IP PBX ("Mobile Integration Required Success Criteria"), but Subscribing Entity provides notice to Sprint that Subscribing Entity wishes to discontinue receiving Sprint Mobile Integration for that IP PBX, Subscribing Entity will pay Sprint \$5,000.00 for the terminated IP PBX ("Termination for Convenience Fee"), and Sprint will take possession of any Sprint Mobile Integration equipment provided by Sprint under the Agreement for the terminated IP PBX.
 - (2) Upon expiration of the Evaluation Period, if Sprint Mobile Integration has not met the Mobile Integration Required Success Criteria for a Subscribing Entity's IP PBX, Subscribing Entity may terminate Sprint Mobile Integration for that IP PBX without liability, and Sprint will take possession of any Sprint Mobile Integration equipment provided by Sprint under the Agreement for the terminated IP PBX.

- E. **ADDITIONAL TERMS AND CONDITIONS.** Sprint provides Sprint Mobile Integration with the features and under the terms and conditions, set forth in the Sprint Mobile Integration Product Annex, attached hereto as Addendum 2.

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15. Sprint Wireless Machine-to-Machine (M2M) (CMDA Only)

- 15.1 PROVISION OF SPRINT PRODUCTS AND SERVICES.** All terms and conditions in this Service Attachment apply to M2M Devices. Sprint Spectrum L.P. provides the Sprint Services listed in this Service Attachment unless otherwise stated.
- 15.2 GOVERNMENT DISCOUNT PROGRAM ("GDP")**
- A. M2M Government Discount.** Unless otherwise stated, Subscribing Entities' Government Discount contained in the "Government Discount Program" section applies to the Machine-to-Machine service plans contained in this Service Attachment. Authorized Subscribing Entity-Liable Active Units activated on service plans contained in this Service Attachment during the Term are hereinafter referred to as "**M2M Devices.**")
- B. Calculation of Discount.** Unless otherwise noted, M2M Government Discounts apply to eligible monthly recurring charges ("MRC") before taxes and surcharges and after application of credits, other discounts, and rebates. Overage, usage-based, third party applications and services, certain business plan add-ons, and other charges (including certain network specific products and services) are not eligible for M2M Government Discounts.
- 15.3 M2M DEVICES**
- A. Purchase of Wireless Devices.** Subscribing Entity is responsible for making its own arrangements to purchase wireless devices from third parties.
- B. Minimum Service Term.** Wireless services require a minimum service term ("Minimum Service Term") that begins on the M2M Device activation date and ends on the expiration of the device Minimum Service Term or the Business Plan Minimum Service Term, whichever is later. For Business Plans contained in this Service Attachment, the Business Plan Minimum Service Term is 12 months unless otherwise stated. Minimum Service Term(s) are available at Subscribing Entity's My Sprint Business account or by contacting Subscribing Entity's Sprint Account Representative.
- 15.4 ADDITIONAL BUSINESS PLANS AND SPECIAL OFFERS.** Subscribing Entity may select from the Sprint rate plans listed in this Service Attachment only. Subscribing Entity is not eligible for any promotional rate plans that Sprint may offer on a limited time basis or any Business Plan that is not specified in this Service Attachment. Unless specifically stated otherwise, activations on Machine-to-Machine Data Rate Plans are not eligible for service credits, wireless device discounts, or rebates, and Machine-to-Machine Data Rate Plans may not be purchased in conjunction with Sprint promotions, contests, or discounts.
- 15.5 THIRD PARTY AGENTS.** Unless expressly stated otherwise, the pricing terms in this Service Attachment will not be available if an indirect sales agent is involved in the transaction.
- 15.6 ADDITIONAL TERMS / APPLICABILITY.** Subscribing Entity must comply with the Wireless Services Product Annex attached hereto as Addendum 1 and the Machine-to-Machine Services Product Annex attached hereto as Addendum 3, which are in Subscribing Entity's Agreement as posted to the Rates and Conditions website as of the date the State signs the Service Attachment. Notwithstanding the foregoing, the sections of the Machine-to-Machine Services Product Annex attached hereto as Addendum 3, entitled "INSURANCE" and "INDEMNIFICATION" will not be applicable to Subscribing Entities.
- 15.7 THIRD-PARTY CONTENT.** Sprint allows Subscribing Entity to purchase mobile content on a per-item or monthly basis from Sprint and third parties. Subscribing Entities are responsible for all billed content, including content purchased by others authorized to use devices on the account. Usage can be restricted by account blocking tools or similar features. Visit www.sprint.com/premiummessaging for details.

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15.8 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 Service 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.

15.9 BUNDLED SERVICE. Subscribing Entity must only use the M2M services solely in conjunction with an M2M Device as part of a bundled service offering along with other value added services used by Subscribing Entity.

A. Sprint Data Access Plans for Business

(1) Sprint Data Access Plans for Business provide data transmission services via the Sprint 4G Network, the Sprint 3G Network, and/or the Nationwide Sprint Network depending on the M2M Device and plan purchased.

(2) **Charges.** The following monthly recurring charges apply to Sprint Data Access Plans for Business:

(a) **Sprint 3G Data Access Plans for Business.** Sprint Data Access Plans for Business provides access to the Sprint 3G Network and the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data M2M Device. When the Sprint 3G Network is available and an EVDO-compatible data M2M Device is used, the M2M Device will first attempt to connect to the Sprint 3G Network and then default to the Nationwide Sprint Network depending on coverage and network availability.

Sprint Data Access Plans for Business											
Plan Size	1MB	2MB	5MB	10MB	25MB	50MB	100MB	500MB	1GB	2GB	5GB
NET MRC	\$4.50 ¹	\$6.00 ¹	\$8.00 ¹	\$9.99 ¹	\$13.00 ¹	\$15.00 ¹	\$18.00 ¹	\$22.00 ¹	\$27.00 ¹	\$32.00 ¹	\$54.00 ¹
Overage per KB	\$0.003	\$0.003	\$0.003	\$0.003	\$0.0003	\$0.0003	\$0.0003	\$0.0003	\$0.0003	\$0.0003	\$0.0003
Data Pooling	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included

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

15.10 Additional Terms

(1) Usage limitations, including roaming usage limitations, and other data usage restrictions or limitations as set forth in the Wireless Services Product Annex attached hereto as Addendum 1 apply.

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

16. Equipment Service and Repair Program

	MRC
Equipment Service and Repair Program	NET \$1.00

Net Equipment Service and Repair Program MRC is net of all discounts. Government Service Pricing Discount does not apply.

SERVICE ATTACHMENT #1 Wireless Voice & Data Services

Terms and Conditions

1. PROVISION OF PRODUCTS AND SERVICES

- 1.1** All terms and conditions in this Service Attachment apply to Active Units operating on the Nationwide Sprint Network or the Nextel National Network, unless otherwise specified.
- 1.2** Sprint Spectrum L.P. provides the Sprint Services listed in this Service Attachment. Any of the following entities may provide the Nextel Services listed in the Service Attachment, depending on Subscribing Entity's billing address or the location where the Nextel Services are activated:

Nextel Communications of the Mid-Atlantic, Inc.	Nextel of New York, Inc.	Nextel South Corp.	Nextel West Corp. NPCR, Inc.
Nextel Partners of Upstate New York, Inc.	Nextel of California, Inc.	Nextel of Texas, Inc.	

- 2. PROVISION OF SPRINT PRODUCTS AND SERVICES.** All terms and conditions in this Service Attachment apply to Active Units operating on the, unless otherwise specified.

3. GOVERNMENT DISCOUNT PROGRAM ("GDP").

- 3.1 Effective Date of Discounts.** For Subscribing Entity-Active Units activated during the Term of the Service Attachment, the discounts below apply no later than 60 days after the date of activation. For Subscribing Entity-Active Units activated prior to the Commencement Date under pre-existing agreement(s) between Sprint and the State, Sprint will apply the discounts below no later than 60 days after the Commencement Date.
- 3.2 Government Discount.** The Government Discount, described in the table below, is a percentage discount off the eligible monthly recurring charges ("MRCs") charged for Units. Government Discount is already reflected in the 'Discounted MRC' price.

Network	Government Service Pricing Discount
Sprint National Network	25%
Nextel National Network	25%

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

SERVICE ATTACHMENT #1

Wireless Voice & Data Services

and any non-government, non-authorized agencies working with Subscribing Entities are not eligible for the Government Discount.

4. ADDITIONAL BUSINESS PLANS AND SPECIAL OFFERS

- 4.1 Additional Business Plans.** If Subscribing Entity is eligible for and selects a Business Plan that is not specified in the Service Attachment, Subscribing Entities' 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 the Service Attachment.
- 4.2 Promotions.** Sprint promotional discounts may not be available with certain Business Plans, as indicated in the promotional offer. If Subscribing Entity purchases a promotional wireless Product or Service, the promotional terms will control over any conflicting terms in the Service Attachment for that wireless Product or Service until the promotion expires or Subscribing Entity selects a different Business Plan for the Subscribing Entity-Active Unit enrolled in the promotion.
- 4.3 Trial Offers.** If Subscribing Entity receives a wireless Service or Service option for a limited trial period at a reduced cost, upon expiration of the trial period, Subscribing Entity will continue to receive the wireless Service or Service option at full price. If Subscribing Entity wishes to avoid being billed in full for the promotional wireless Service or Service option, Subscribing Entity must contact Sprint before the end of the trial period to discontinue the wireless Service or Service option.
- 5. CHARGES.** Service Provider may impose additional regulatory fees; administrative charges; and charges or surcharges for the costs Service Provider incurs in complying with governmental programs. These charges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC"), Compensation to Payphone Providers, Telephone Relay Service, and Gross Receipts surcharges. If the Federal Communications Commission ("FCC") requires that Service Provider contribute to the Universal Service Fund ("USF") based on interstate revenues derived from services that Service Provider in good faith has treated as exempt, including but not limited to, information services, Service Provider will invoice the Subscribing Entity 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. Cost recovery charges are not taxes or government required charges. Service Provider may impose additional charges or surcharges to recover amounts Service Provider is charged for terminating or originating a call to other wireless carriers such as international mobile termination charges, and to recover increased access costs imposed on Sprint as a result of the Subscribing Entity's specific traffic patterns, network configuration or routing protocol.
- 6. THIRD-PARTY CONTENT.** Sprint allows Subscribing Entities to purchase mobile content on a per-item or monthly basis from Sprint and third parties. Subscribing Entities are responsible for all billed content, including content purchased by others authorized to use devices on the account. Usage can be restricted by account blocking tools or similar features. Visit sprint.com/premium messaging for details.
- 7. 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 Service Attachment, Sprint reserves the right, with 30 days' prior written notice, to (i) port any Active Unit activated

SERVICE ATTACHMENT #1

Wireless Voice & Data Services

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.

8. **PRIVACY.** Sprint's privacy policy, as amended from time to time, is available at www.sprint.com/legal/privacy.html. The privacy policy includes information about Sprint's Subscribing Entities' information practices and applies to the provisioning of the Products and Services.
9. **SOFTWARE LICENSE.**
- A. **Licensing Requirements.** Where software is provided with a Product or Service, the Subscribing Entity is granted a perpetual, non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable the Subscribing Entity to use the Products and Services in accordance with the applicable licensing requirements. Software licensing terms and conditions of Service Provider's software vendors are provided through click and use screens, shrink-wrap notices, physical copies delivered at the time of Product or Service installation. Service Provider may suspend, block or terminate the Subscribing Entity's use of any software if the Subscribing Entity fails to comply with any applicable licensing requirement.
- B. **Prohibitions.** The Subscribing Entity may not use software on behalf of third parties, service bureau activities, or to use or obtain any source code. The Subscribing Entity may not reverse engineer, decompile, modify, enhance, or copy Service Provider -provided software.
- C. **Ownership.** Service Provider or its suppliers retain title and property rights to all software. Upon termination or expiration of the Service Attachment or the applicable Service, the related software license will terminate and the Subscribing Entity will return all copies of software to Service Provider or provide certification that it has permanently deleted all Service Provider -provided software from the Subscribing Entity-owned Equipment, other than software that resides on wireless devices purchased by the Subscribing Entity.
10. **RESPONSIBILITY.** The Subscribing Entity is responsible for any items not provided by Service Provider, including but not limited to third party equipment or software that impair Product or Service quality. If Service Provider detects an impairment then the parties will reasonably cooperate to determine the cause of the impairment and to cure the problem. If the Parties are unable to cure the impairment, then either Party may cancel the affected Products and Services. The Subscribing Entity will continue to pay Service Provider for Products and Services during such impairment or related suspension; provided, however, if the Parties have a good faith dispute regarding whether Subscribing Entity is obligated to pay such charges, they will settle the dispute pursuant to the terms of this Service Attachment. If the impairment interferes with the use of the Service Provider Networks by Service Provider or third parties, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to the Subscribing Entity, although Service Provider will provide advance notice where reasonably practical. Service Provider is not liable if a commercially reasonable change in Service Provider Products or Services causes equipment or software used by the Subscribing Entity to become obsolete, require alteration, or perform at lower levels.
11. **INSTALLATION.** Should equipment be placed on Subscribing Entity's premises, Sprint and the Subscribing Entity will mutually agree on ownership and maintenance of assets.

SERVICE ATTACHMENT #1 Wireless Voice & Data Services

12. USE OF PRODUCTS AND SERVICES.

- A. Acceptable Use Policy.** The Subscribing Entity must conform to the acceptable use policy posted at <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by Service Provider.
- B. Abuse and Fraud.** The Subscribing Entity 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 Service Provider's or another's use of the Service Provider network. The Subscribing Entity will promptly cooperate with Service Provider to prevent third parties from gaining unauthorized access to the Products and Services via the Subscribing Entity's facilities.
- C. Traffic Pumping/Access Stimulation.** If the Subscribing Entity's traffic patterns, routing protocols or network configuration generate access costs to Service Provider that meet or exceed the revenues received from the Subscribing Entity, Service Provider reserves the right, upon notice to the Subscribing Entity, to suspend or terminate Services to the Subscribing Entity. Subscribing Entity will be liable for charges incurred prior to termination, including any adjusted access charges.
- D. Permits, Licenses and Consents.** The Subscribing Entity will obtain, maintain and abide by all required permits, licenses, or consents (e.g., landlord permissions, tax exemption certificates, software licenses, or local construction licenses) that may be applicable to its use of the Products and Services. This provision does not include permits, licenses, or consents related to Service Provider's general qualification to conduct business.
- E. Resale Prohibited.** The Subscribing Entity may not resell or lease wireless Products or Services under this Agreement. Notwithstanding the foregoing, the Subscribing Entity may participate in the Sprint Wireless Recycling Program as long as it does not violate any State or local government policies.

13. EFFECTS OF TERMINATION.

If, before the end of the TSR Order Term, Service Provider terminates a TSR Order or the Service Attachment due to the Subscribing Entity's material breach, the Subscribing Entity will repay Service Provider a pro rata portion of all credits issued, installation charges or initialization fees waived, and Service Provider's up-front expenses in providing Products and Services that may have been amortized over the entire TSR Order Term, based upon the number of months remaining in the TSR Order Term at the time of termination. This provision does not apply to service level credits issued for Service outages.

14. DEFINITIONS.

- A. "Billing Account Number (BAN)"** means the Service Provider identifier number for a Subscribing Entity Account.
- B. "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 Tariffs, Schedules, or Product-specific Terms.
- C. "Subscribing Entity-Active Unit" or "Subscribing Entity's Line"** means an Active Unit (a) activated by Subscribing Entity for Subscribing Entity's end use, (b) enrolled in a Business Plan, and (c) for which Subscribing Entity is financially liable.

SERVICE ATTACHMENT #1 Wireless Voice & Data Services

- D. "Commencement Date" is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges. Unless defined otherwise in this Service Attachment, the Term begins on the Commencement Date.
- E. "Fleet" means one or more mobile units under one walkie-talkie dispatch, which helps designate Direct Connect numbers, like an area code.
- F. "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.
- G. "Product(s)" includes equipment, hardware, software, cabling or other materials sold to the Subscribing Entity by or through Service Provider as a separate item from, or bundled with, a Service.
- H. "Product-specific Terms" means to separate descriptions, terms and conditions for certain non-regulated Products and Services. Product-specific Terms are incorporated into this Agreement as the Effective Date. Product-specific Terms are not otherwise subject to change during the Term.
- I. "Rates and Conditions Website" means the website found at <http://www.sprint.com/ratesandconditions/>.
- J. "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 the Subscribing Entity by or through Service Provider under this Agreement, excluding Products.
- K. "Tariffs" means the Service Provider competitive LEC or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services. Tariffs are subject to change during the Term under the rules and authority of the relevant regulatory bodies. If, during the Term, Service Provider entirely withdraws any Tariff that applies to Services in the Agreement, the Tariff terms and conditions then in effect will continue to apply to the Agreement. Tariffs are posted on the Rates and Conditions Website.
- 15. WIRELESS PRODUCT ANNEX.** Subscribing Entities must comply with the Wireless Services Product Annex, attached hereto as Addendum 1.
- 16. EQUIPMENT SERVICE & REPAIR PROGRAM**
Subscribing Entities must comply with the Wireless Services Product Annex, attached hereto as Addendum 1.
- Equipment Discounts –**
- 1. WIRELESS MINIMUM SERVICE TERM REQUIREMENT.**
- 1.1 Minimum Service Term.** Wireless Services require a minimum service term that begins on the wireless device purchase date and ends 12 months later ("Minimum Service Term").
- 1.2 Advanced Devices.** Sprint may designate certain Subscribing Entity-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.

SERVICE ATTACHMENT #1 Wireless Voice & Data Services

2. WIRELESS DEVICES.

2.1 Wireless Device Discount; Upgrade Terms; Exclusions.

- A. Wireless Device Discount.** New Subscribing Entity-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 may change at any time in Sprint's sole discretion. The discounted device offer(s) described in this Section may not be available in all sales channels.
- B. Upgrade Terms.** Existing Subscribing Entity-Active Units with a 1-Year Net Price may be upgraded or replaced after 12 months of continuous service with Subscribing Entity's commitment to a new device Minimum Service Term. Existing Subscribing Entity-Active Units with a 2-Year Net Price may be upgraded or replaced after 20 months of continuous service with Subscribing Entity's 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 Subscribing Entity's Sprint Account Representative and may change at any time in Sprint's sole discretion.

2.2 Activation Fees. Sprint will waive the nonrefundable activation fee of \$36 that applies to each Subscribing Entity's billing account that is created during the Term.

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

2. ACCESSORY DISCOUNT. The accessory discount of 20% applies to the national retail price for Nextel Device and Sprint Device accessories purchased for Subscribing Entity-Active Units under this Service Attachment.

Billing Conversion Plan

Subscribing Entity's Local Account Support Team will work with Sprint's Specialized Billing Group and Special Pricing Group to ensure existing State of Ohio and Subscribing Entities receive the rates as outlined in this Service Attachment. Generally, Active Units activated prior to the Commencement Date under pre-existing agreement(s) between Sprint and the State of Ohio and/or Subscribing Entities will receive the rates as outlined in this Service Attachment no later than 60 days after the Commencement Date.

Additional Information

1. Electronic Billing Products

Sprint Electronic Billing offers another effective way for the State of Ohio and Subscribing Entities to manage Subscribing Entities' sponsored lines. These value-added services provide the information Subscribing Entities need to track and analyze wireless usage in a convenient electronic format.

SERVICE ATTACHMENT #1 Wireless Voice & Data Services

Subscribing Entities can then format the information in ways most beneficial to Subscribing Entities' business requirements.

There are four types of Sprint Electronic Billing:

- ◆ Smart CD+, billing data in a Microsoft Access database with a front-end Graphic User Interface.
- ◆ eBilling and Analysis, a web-based tool to view usage and charges.
- ◆ Data Direct, a "flat-file" format of billing data
- ◆ Electronic Data Interchange (EDI), which provides raw, static data in an 811 format.

Once the Subscribing Entity has decided Sprint Electronic Billing is appropriate for Subscribing Entity's organization, the Sprint Specialized Billing team will work with Subscribing Entity's IT department to determine the proper file format. Subscribing Entity will also receive an electronic user's guide with a mapping tool which shows how to work with the data.

Timely Data Delivery

All electronic billing products provide 30 days of billing data. Data is organized by fields, such as employee ID number, cost center, and business unit, and can be delivered electronically to Subscribing Entity within 10 days of Subscribing Entity's invoice cycle or billing date.

Customizable Reports

The billing data Subscribing Entity receives can be integrated into Subscribing Entity's organization's system and organized according to Subscribing Entity's organization's standards. For example, it can be sorted to determine total charges by product for each subscriber. Subscribing Entity can also generate customizable reports which detail how Subscribing Entity's Sprint Services are being utilized.

2. Electronic Billing Products Terms

- 1) 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.
- 2) Subscribing Entity may choose any combination of electronic billing products. Sprint reserves the right, upon 60 days' prior written notice, to migrate Subscribing Entity to an updated or successor version of the selected electronic billing product if available or to an entirely new electronic billing product.
- 3) There are no charges associated with the electronic billing products listed above.
- 4) Except for the Consolidated Invoice product, the following electronic billing products provide Subscribing Entity-Active Unit call detail record information:

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

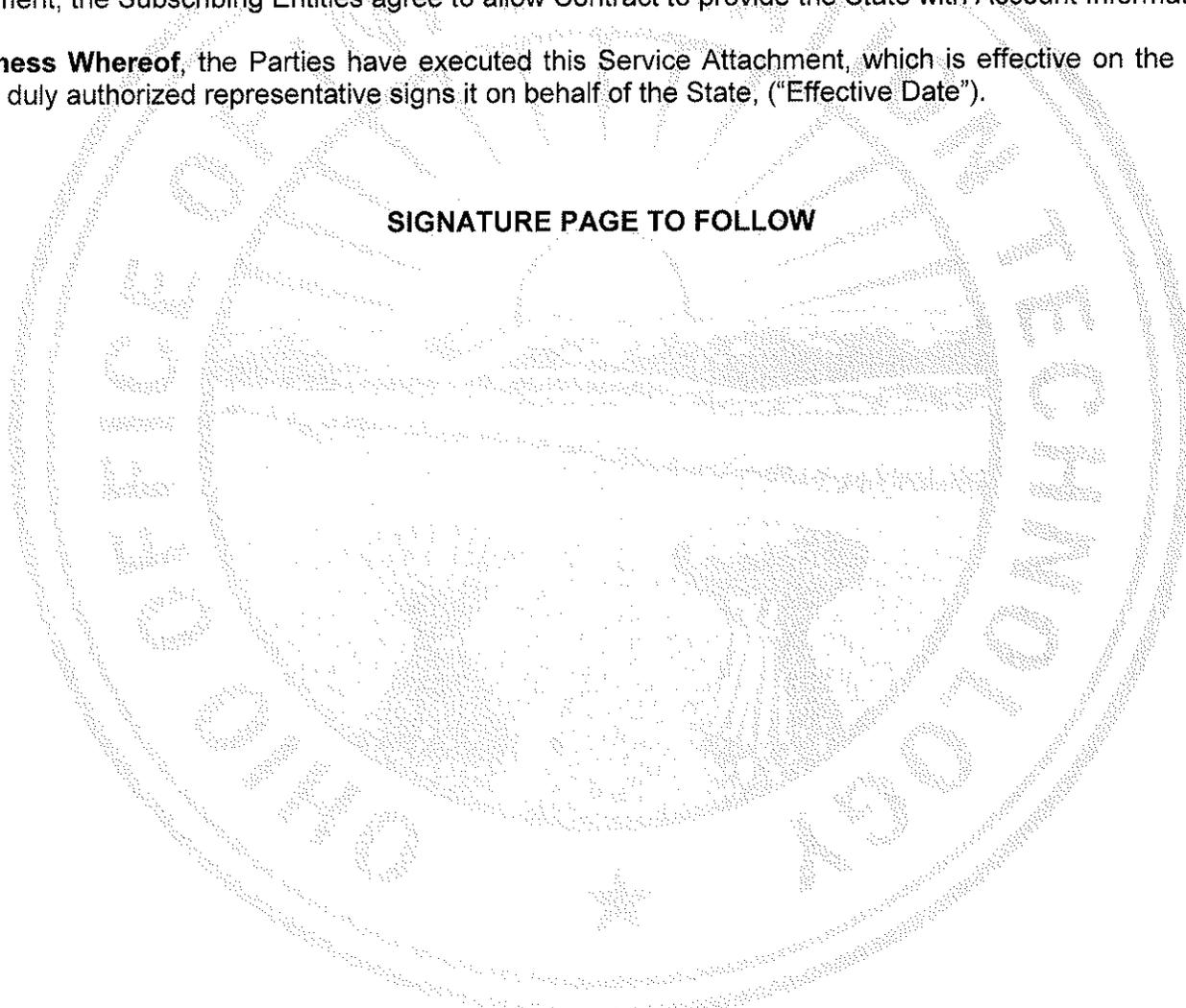
**SERVICE ATTACHMENT #1
Wireless Voice & Data Services**

Reporting

The Service Provider agrees to provide to the State, at no charge, a quarterly report of current State government users, any additions or deletions during the preceding quarter within that group of users by user name and access number, total minutes of use for all users, and total cost for all users. The quarterly report, which shall be the format provided in Microsoft Excel, must include the total cost of wireless service for each month during the quarter, number of and service cost for voice enabled wireless devices and number of and service cost for data only wireless devices sold under this Service Attachment. If a Subscribing Entity is extended services under this Service Attachment, the Service Provider agrees to include such Subscribing Entity in the quarterly report by providing number of devices; devices by type and monthly spend per Subscribing Entity at the billing account level ("Account Information"). By purchasing under this Service Attachment, the Subscribing Entities agree to allow Contract to provide the State with Account Information.

In Witness Whereof, the Parties have executed this Service Attachment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

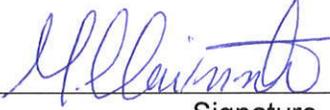
SIGNATURE PAGE TO FOLLOW



SERVICE ATTACHMENT #1 Wireless Voice & Data Services

SPRINT SOLUTIONS, INC.

**STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE
SERVICES**



Signature



Signature

Michaela Clairmonte

Printed Name

Stuart R Davis

Printed Name

Manager,
Contract Negotiations & Management

Title

State CIO / Asst. Director

Title

March 14, 2012

Date

3/15/2012

Effective Date

47-0882463

Federal Tax ID

Sprint — Approved
as to Legal Form

HRF for MB
14 Mar 12

