

## Service Attachment #3 Sprint PCS Telemetry 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. – 40<sup>th</sup> 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

#### 1. Telemetry Plans

### Description of Service –

#### 1. Telemetry Plans

Sprint Telemetry Solutions are high-speed wireless connectivity solutions designed to provide a cost-effective, convenient platform to gather and distribute information across a range of applications. Key applications include telematics and fleet management, automated manufacturing and control, security, metering, and ATM/POS via Sprint's networks.

### Fee Structure

**PRICING PROVIDED BELOW DOES NOT INCLUDE APPLICABLE TAXES, FEES OR SURCHARGES.**

#### 1. Telemetry Plans

<b>MRC</b>	<b>\$4.75</b>	<b>\$7.00</b>	<b>\$11.00</b>	<b>\$25.00</b>	<b>\$40.00</b>	<b>\$70.00</b>
MB Included	2	5	10	50	100	300
Text Messages Incl	100	100	100	100	100	100
Overage Rate Per KB	\$0.0009	\$0.0008	\$0.0007	\$0.0005	\$0.0003	\$0.0003

- 2. EARLY TERMINATION FEE.** Service terminations before the end of the Telemetry Plan Minimum Service Term are subject to a \$25 early termination fee per terminated Wireless Device in addition to any other Service charges that apply to the terminated Wireless Device.

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### Terms and Conditions

1. **PROVISION OF SPRINT PCS TELEMETRY SERVICES.** Sprint Spectrum L.P. provides the Sprint PCS Telemetry Services operating on the Nationwide Sprint PCS® Network. All terms and conditions in this Service Attachment only refer to Sprint PCS Wireless Devices operating on the Nationwide Sprint PCS Network, unless otherwise specified.
2. **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 State’s specific traffic patterns, network configuration or routing protocol.
3. **PRIVACY.** Sprint’s privacy policy, as amended from time to time, is available at [www.sprint.com/legal/privacy.html](http://www.sprint.com/legal/privacy.html). The privacy policy includes information about Sprint’s Subscribing Entity information practices and applies to the provisioning of the Products and Services.
4. **RATES AND CONDITIONS WEBSITE.** The Subscribing Entity’s use of Service Provider Products and Service is also governed by the applicable Tariffs posted at <http://www.sprint.com/ratesandconditions>.
5. **SPRINT ASSETS LOCATED AT SUBSCRIBING ENTITY’S PREMISES.** For certain Services, Service Provider may furnish its own equipment to be used at the Subscribing Entity’s location in connection with the Services (“Sprint On-Site Equipment”). Service Provider retains all rights, title and interests to Service Provider On-Site Equipment, whether or not embedded in or attached to the Subscribing Entity’s real or personal property. The Subscribing Entity neither owns nor will acquire any right of ownership to Service Provider On-Site Equipment. Upon termination or expiration of the Agreement or any applicable TSR Order the Subscribing Entity will surrender and immediately return Service Provider On-Site Equipment to Service Provider or will provide Service Provider with access to reclaim Service Provider On-Site Equipment.
6. **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 and/or 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.

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- 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's owned Equipment, other than software that resides on wireless devices purchased by the Subscribing Entity.
- 7. 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.
- 8. INSTALLATION.** The Subscribing Entity will reasonably cooperate with Service Provider or Service Provider's agents to enable installation of the Products and Services. The Subscribing Entity is responsible for damage to Service Provider On-Site Equipment, excluding reasonable wear and tear or damage caused by Service Provider.
- 9. 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.

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- 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 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.

### 10. EFFECTS OF TERMINATION.

If, before the end of the TSR Order Term, Service Provider terminates an 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 Term, based upon the number of months remaining in the Term at the time of termination. This provision does not apply to service level credits issued for Service outages.

- 11. WIRELESS SERVICES PRODUCT ANNEX.** Subscribing Entities must comply with the Wireless Services Product Annex, attached hereto as Addendum 1.

### 12. DEFINITIONS

- A. "Agents"** means one who is authorized to act on behalf of another.
- B. "Billing Account Number (BAN)"** means the Service Provider identifier number for a Subscribing Entity Account.
- C. "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.
- 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 TSR Order 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/>.

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- J.** “Schedule(s)” are the terms and conditions governing Service Provider’s provision of certain intrastate, interstate and international interexchange Services. Schedules are subject to change during the Term under the rules and authority of the Federal Communications Commission (“FCC”). Schedules are posted on the Rates and Conditions Website.
- K.** “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.
- L.** “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.
- M.** “Transaction” means the act of sending or receiving data on a Wireless Device followed by inactivity of such Wireless Device lasting at least 10 seconds
- 13. TELEMETRY PLANS.** Subscribing Entity will activate Wireless Devices on one of the plans set forth below (the “Telemetry Plans”). Based on Subscribing Entity’s assignment of Telemetry Plans to its end users, Sprint will charge each Subscribing Entity (a) a one-time, non-refundable activation fee of \$10.00 for each Wireless Device; (b) the applicable monthly recurring charge (“MRC”) per Mobile Device Number (MDN) assigned to a Wireless Device for the megabytes included in the Telemetry Plan; and (c) the applicable monthly overage rate(s) for usage in excess of the limits associated with the end user’s Telemetry Plan. MRCs apply to (MDNs activated or active during any part of the billing cycle. Sprint will bill the MRC in advance and overage charges after use. Data usage is calculated on a per-kilobyte basis and is rounded up to the next whole kilobyte at the end of each Transaction or clock hour Data charges may be rounded up to the nearest whole \$0.01.

### Equipment Discounts

The discount percentage applies to the MRCs (before taxes and surcharges) charged to Subscribing Entity for each Mobile Device Number (MDN) assigned to a Wireless Device on Telemetry Plans. This discount is not applicable to or combinable with any other Sprint discount structure. The discount percentage does not apply to overage charges. The actual number of Wireless Devices used by Subscribing Entity determines the discount based on the table below. Sprint will determine the applicable discount at the beginning of each invoicing cycle applicable to Subscribing Entity.

Number of Devices	Discount Percentage
50-499	0%
500-999	2%
1,000-4,999	4%
5,000-9,999	6%
10,000-24,999	8%
25,000+	10%

## **Service Attachment #3 Sprint PCS Telemetry Services**

### **Billing Conversion Plan**

The Sprint Local Account Support Team will work with Sprint's Specialized Billing Group and Special Pricing Group to ensure 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 Entity will receive the rates as outlined in this Service Attachment no later than 60 days after the Commencement Date.

### **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.

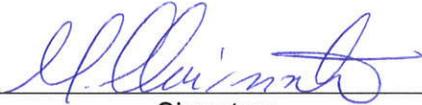
**In Witness Whereof**, the Parties have executed this Service Attachment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

**SIGNATURE PAGE TO FOLLOW**

### Service Attachment #3 Sprint PCS Telemetry 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  
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Federal Tax ID

Sprint — Approved as to Legal Form
HRF for MB 14 Mar 12

APPROVED  
P&CA  
DB/PJM  
3/14/12