

**SERVICE ATTACHMENT 2
TO THE
MASTER SERVICE AGREEMENT**

WIRELESS VOICE AND DATA SERVICES

This is a Service Attachment to the Master Service Agreement effective February 3, 2006, ("Agreement"), between The Office of Information Technology ("OIT") on behalf of the State of Ohio, and Sprint Solutions, Inc. ("Sprint" and "Vendor")

WHEREAS, OIT desires to include additional Vendor services and the corresponding general provisions thereof; and

WHEREAS, the above named parties desire to execute this Service Attachment to said Agreement;

NOW THEREFORE, in accordance with the Agreement, and in consideration of the conditions and covenants contained herein, the Parties mutually agree as follows:

1. The Addition of Service Attachment 2 –Wireless Voice and Data Services
2. As of the Effective Date of this Service Attachment, the following documents which comprise the Sprint Master Service Agreement for Wireless Services will no longer be in effect:
 - The Master Service Agreement for Wireless Services – 03/29/2004
 - Attachment 1 – Add the Ohio 1 Voice Plan – 05/24/2004
 - Addendum 1 – Add Voice Plans – 11/8/2004
 - Addendum 2 – Add Data Plans – 11/8/2004
3. As of the Effective Date of this Service Attachment, the following documents which comprise the Nextel Master Service Agreement for Wireless Services will no longer be in effect:
 - The Master Service Agreement for Wireless Services – 05/24/2004
 - Amendment 1 – Add Voice Plans – 01/31/2005
 - Amendment 2 – Add Data Plans – 01/31/2005
 - Amendment 3 – Add Blackberry Plans – 01/31/2005
4. All other terms and conditions of the Master Service Agreement not otherwise supplemented and/or amended shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Service Attachment which shall be effective on the date signed by OIT.

SPRINT SOLUTIONS, INC.

Name: *T. J. [Signature]*

Title: Vice President

Date: 10/12/06

STATE OF OHIO, OIT

Name: *M. F. Carroll*

Title: Mary F. Carroll
Director, Office of Information

Date: State CIO 11-15-2006

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This Service Attachment provides the Subscribing Entity(s) with the ability to purchase all Wireless Voice and Data Services that are offered by Vendor, and includes:

- **Sprint - CDMA** - Code Division Multiple Access (CDMA), a single, digital technology, CDMA is a "spread spectrum" technology, which means it spreads the information contained in a particular signal of interest over a much greater bandwidth than the original signal. This is the technology used by Sprint PCS.
- **Nextel - iDEN** - Integrated digital enhanced network (iDEN®) always-on technology. This is the technology behind the Nextel walkie-talkie service.

1. Description of Service Options

The Subscribing Entity(s) will have the following options for purchasing wireless voice and data services under this Service Attachment:

Option 1 - Commercially Available Plans – Voice and Data Services

These are the standard rate plans which are available to all commercial customers.

Option 2 - Promotional Plans – Voice and Data Services

These are special plan packages which are made available to all commercial customers.

Option 3 - Custom Quote – Voice and Data Services

These are quotes which are provided upon request by the Subscribing Entity(s).

Option 4 - The Ohio 1 Plan – Voice Services Only

These are flat rate pay-as-you-go plan designed primarily for low volume users.

2. Fee Structure

This section provides information regarding the fee structure for each option for purchasing wireless voice and data services under this Service Attachment.

Option 1 – Commercially Available Rate Plans – Voice and Data Services

The Subscribing Entity(s) will receive a twenty-five percent (25%) discount off the monthly recurring access charge ("MRC") for the selected rate plan. The MRC, Charge per Use Features, Add-on Features, and Equipment Discounts will vary depending on the selected rate plan. Information on plan specifics may be obtained from the Account Team or at Vendor's website, <http://www.sprint.com>.

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Option 2 – Promotional Plans – Voice and Data Services

The Subscribing Entity(s) will receive the service at the promotional rate. The MRC, Charge per Use Features, Add-on Features, and Equipment Discounts will vary depending on the promotional plan offering. In addition to receiving the promotional rate, some plans may be eligible to receive the discounts as outlined in Option 1. Information on promotional plan specifics and discount eligibility may be obtained from the Account Team or at Vendor's website.

Option 3 – Custom Quote – Voice and Data Services

The Subscribing Entity(s) will receive the service at the quoted rate. These plans are not subject to further discounts. Quotes will be provided by the Vendor Account Team and will provide information on the MRC, Charge per Use Features, Add-on Features, and Equipment Discounts.

Option 4 – The Ohio 1 Plan – Voice Services Only

The Subscribing Entity(s) may purchase either the Sprint – CDMA, or the Nextel – iDEN Ohio 1 plans. Please note that the Nextel – iDEN plan will receive the twenty-five percent (25%) discount off the monthly recurring charge and the Sprint CDMA plan is not subject to further discounts. The MRC and usage charge for each plan is listed below.

Sprint - CDMA

- Monthly Recurring Charge - \$9.99 / Month
- Usage Charge - \$0.12 / Minute

Add-on Features

- Call Forwarding - \$0.10 / Minute (Standard usage charges apply)
- 411 Connect - \$1.25 per use (Standard usage charges apply)
- Insurance for wireless devices - \$4.00 / Month with a \$35 deductible.
- PCS Ready Link Service (Press to Talk) - \$10 per month for unlimited usage.

Nextel – iDEN

- Monthly Recurring Charge - \$7.50 / Month – (\$10 less 25% discount)
- Cellular Usage Charge - \$0.10 / Minute
- Cellular Long Distance - \$0.15 / Minute
- National Direct Connect - \$0.10 / Minute

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Add-on Features

- Caller ID - \$1.00 / Month
- Voice Mail - \$1.00 / Month
- Insurance for Wireless Devices - \$2.50 / Month
- Call Forwarding - \$0.20 / Minute
- Three-way Calling - \$7.50 / Month
- Unlimited nationwide Long Distance - \$10.00 / Month
- Short Message Service (SMS) - \$0.15 pay as you go per message sent or received
- Multimedia Message Service (MMS) - \$0.25 pay as you go per message
- Two-way Text Message Service \$0.10 pay as you go per message, or \$7.50 per month for unlimited messages.

3. Standard Plan Feature Information

This section provides an outline of the Standard Features available for each plan option:

Option 1 - Commercially Available Plans – Voice and Data Services

The plan features will vary depending on the selected rate plan. Information on plan specifics may be obtained from the Account Team or at Vendor's website.

Option 2 - Promotional Plans – Voice and Data Services

The plan features will vary depending on the promotional plan offering. Information on promotional plan specifics may be obtained from the Account Team or at Vendor's website.

Option 3 - Custom Quote – Voice and Data Services

The plan features will vary depending on the quote provided by the Account Team.

Option 4 - The Ohio 1 Plan – Voice Services Only

The standard plan features for the Sprint – CDMA and Nextel – iDEN are as follows:

Sprint - CDMA

The following are included as part of the standard monthly service fee:

- Call Waiting (Standard usage charges apply)
- 3-way Calling (Standard usage charges apply)
- Caller ID
- Basic Voice Mail with Message Waiting Indicator
- No Activation or Termination Fees

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- Unlimited Mobile to Mobile Calls for calls made or received within the home service area.
- Unlimited Night and Weekend Calls for calls made or received within the home service area.
- No Roaming Charges for calls made or received within the continental United States.
- No Long Distance Charges for calls made or received within the continental United States.
- No usage or feature plan charges for retrieving voice mail messages.

Nextel – iDEN

The following are included as part of the standard monthly service fee:

- Call Waiting (Standard usage charges apply)
- No Answer / Busy Transfer (Standard usage charges apply)
- 411 Connect - (Standard usage charges apply)
- No Roaming or long distance charges for cellular calls made or received within the home service area.
- No National Direct Connect charges for Direct Connect calls made within the home service area.

4. Coverage Maps

Sprint's CDMA national coverage map is available on Sprint's website at the following URL: <http://www1.sprintpcs.com/explore/coverage/NatwideNetwk.jsp>

Nextel's iDEN national coverage map is available on Sprint's website. The URL to the national coverage map is at: <http://www.nextel.com/en/coverage/index.shtml>

Please note that due to its affiliate agreements, there are some small regions within the State of Ohio in which Sprint may not be allowed to provide CDMA service. Sprint's Account Team will inform prospective Subscribing Entity(s) prior to entering into a service agreement if it cannot provide service under this Service Attachment.

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5. Equipment Discounts

Handsets

The equipment discount for the purchase of handsets will be determined by the service plan selected by the Subscribing Entity(s). The service options are Sprint – CDMA or Nextel – iDEN. Please note that the iDEN service requires an iDEN compatible handset and the CDMA service requires a CDMA compatible handset.

The Subscribing Entity(s) may select from the following discount options:

- A 39% discount off published National Promotion Price
- At the Public Sector Flat Price

Please contact Vendor Account Team for current pricing information.

Accessories

Accessories for both Sprint – CDMA and Nextel - iDEN wireless products and services are discounted 20% off standard retail.

Please contact Vendor Account Team for current pricing information.

6. Service Specific Terms and Conditions

This section contains the additional Terms and Conditions that are specific to wireless services:

a) Charges

- Rates. During the Order Term, Sprint will apply the discounts set forth herein to services purchased under the terms of this Service Attachment.
- Fixed Percentage Discounts and Rates. Except as expressly stated otherwise in the Service Attachment, the percentage discount for Wireless Voice service is fixed for the Term of this Service Attachment, but Sprint may modify the underlying rate to which the percentage discount is applied for new services.
- The monthly recurring access charge will be determined by the published rates effective on the date when the Subscribing Entity(s) places the order in the TSR system. The Subscribing Entity(s) will receive this rate for the duration of the service, unless it chooses to change rate plans.

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b) Provisions of Service

- Due to the variety of plan options available, the Subscribing Entity(s) will be responsible for reviewing and complying with any provisions that apply to the service. Provisions of service may be obtained from Vendor Account Team.
- The terms and conditions set forth in the Master Service Agreement and this Service Attachment will supersede any provisions specific to a service.
- Activation and/or termination fees are waived for all plan options.

c) Privacy and Interception of Communications

Although federal and state laws make it illegal for third parties to listen in on Customer's service, Sprint cannot guarantee the privacy of Customer's use of Products or Services. Sprint is not liable to Customer or to any third party for any eavesdropping or interception of Customer's communications under this Service Attachment, which is not due to Sprint's fault or negligence. Customer acknowledges that information identifying Customer and calls made by Customer may appear on the equipment or bill of recipients of Customer's communications. Sprint may access, use, disclose, record, or monitor any communications to or from Customer or any other person to protect Sprint's rights or property or those of other customers, to the extent permitted by law.

d) Plan Changes

Subscribing Entity(s) may change rate plans for wireless voice and / or data services at any time to any available plan option without incurring an additional fee or charge.

e) Equipment Upgrades

Subscribing Entity(s) may purchase new equipment at any time and will receive the discounts detailed in Section 5 of this Service Attachment without incurring any additional charges for the change.

7. Taxes, Surcharges, and Governmental Fees

- The Subscribing Entity(s) will pay only taxes, fees, surcharges or assessments to the extent the Subscribing Entity is not exempt from such taxes, fees, surcharges or assessments, and will appear as a separate line item on the invoice.
- Sprint will communicate any additions and/or changes to taxes, surcharges, or assessments in writing to the state at least thirty days (30) in advance of the effective date of the change.
- Information on taxes, fees, surcharges or assessments may be obtained from the Account Team or by the vendor's website.

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8. Cost Recovery Fee

In accordance with Article 9 of the Agreement, a Cost Recovery Fee will be paid on services provided under this Service Attachment. All services purchased by an eligible Subscribing Entity are subject to the Cost Recovery Fee. This includes all discounted commercially available, promotional, custom quote, and Ohio 1 plans.

The Cost Recovery Fee will include a detail summary sheet indicating how the amount was calculated. In the case the vendor has multiple Service Attachments which are subject to the Cost Recovery Fee, the detail sheets may be combined with one check.

The detail sheet will be organized as follows:

Sprint - CDMA				
	Total Sales	Taxes, Fees, Credits	Adjusted Sales	Cost Recovery Amount
Wireless Voice	\$5,000.00	\$250.00	\$4,750.00	\$95.00
Wireless Data	\$10,000.00	\$500.00	\$9,500.00	\$190.00
Sprint Totals	\$15,000.00	\$750.00	\$14,250.00	\$285.00

Nextel - iDEN				
	Total Sales	Taxes, Fees, Credits	Adjusted Sales	Cost Recovery Amount
Wireless Voice	\$10,000.00	\$500.00	\$9,500.00	\$190.00
Wireless Data	\$15,000.00	\$750.00	\$14,250.00	\$285.00
Nextel Totals	\$25,000.00	\$1,250.00	\$23,750.00	\$475.00

Sprint / Nextel Combined				
	Total Sales	Taxes, Fees, Credits	Adjusted Sales	Cost Recovery Amount
Wireless Voice	\$15,000.00	\$750.00	\$14,250.00	\$285.00
Wireless Data	\$25,000.00	\$1,250.00	\$23,750.00	\$475.00
Grand Total	\$40,000.00	\$2,000.00	\$38,000.00	\$760.00

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9. Reporting Requirements

Reports will be provided to the state monthly for each type of wireless service provided hereunder. Reports shall be submitted, in electronic format as specified below:

- Sprint CDMA – eBilling & Analysis Tool
- Nextel iDEN – Smart CD

Note: At this time the report totals for Sprint CDMA and Nextel iDEN will be provided separately and will not be combined.

At a minimum, these reports will contain totals for the following information:

- MRC
- Taxes/Fees
- Usage Charge
- Overage Charge
- Long Distance Charge
- Roaming Charge
- Direct Connect Charge
- National Direct Connect Charge
- Equipment
- Credits
- Grand Totals
- Number of users by rate plan

This information will then be recapped as follows:

<i>Level 0</i>	Entire Contract					
<i>Level 1</i>	Executive Branch	Legislative Branch	Judicial Branch	Cooperative Purchasing		
<i>Level 2</i>	ABC's Contract Mandatory	ABC's Contract Optional		Higher Education	K-12 & Libraries	Cooperative Purchasing Members
<i>Level 3</i>	Individual ABC			Individual Colleges & Universities	Individual School Districts & Libraries	Individual Co-op Members
<i>Level 4</i>	Division or Work Group Level					
<i>Level 5</i>	Account Level					
<i>Level 6</i>	BTN Level					

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Quarterly Inventory Report

The vendor will provide the state with an inventory of lines for all Subscribing Entity(s) consisting of the following information:

- Master Account Number
- Subscribing Entity Account Number
- Mobile Number
- Subscribing Entity Name
- User Name
- Begin Service Date
- End Service Date
- Equipment Product ID
- Equipment Description

10. SLA Requirements

- No specific Service Level Agreements ("SLA") apply to Vendor's wireless services as provided hereunder.
- To receive a credit for dropped calls, the user must notify customer support within 30 days of the date the call is dropped.

11. Billing Conversion Plan

The objective of the Billing Conversion Plan is to ensure that all existing Subscribing Entity(s) agreements for the same wireless services as provided herein receive the appropriate discount and are included in the Cost Recovery Fee calculations. In order to receive the discounts outlined in Section 2 of this Service Attachment for services established prior to the effective date of this Service Attachment, the Subscribing Entity(s) will be required to submit a TSR request. The discounted rates available herein will become effective on the date the TSR request has been submitted by the Subscribing Entity(s). Sprint will not issue credits to compensate for any difference between previously authorized discounts and discounts provided herein prior to TSR request submitted by the Subscribing Entity(s).

This section provides a high level outline of activities required by Sprint and OIT to convert the existing services.

Step 1 – Identification of Subscribing Entity(s)

Sprint will work with the state to determine the Subscribing Entity(s) as defined in Section 1 of the MSA, that currently have either Sprint – CDMA and/or Nextel - iDEN wireless voice and/or data services.

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Step 2 – Categorize Subscribing Entity(s)

To facilitate the reporting requirements as outlined in Section 9, herein, OIT will provide Sprint with a spreadsheet for all current TSR users. This spreadsheet shall include, at a minimum, the Names and Codes for all Subscribing Entity(s). This spreadsheet shall also identify the Subscribing Entity(s) as being either a State or Cooperative Purchasing Member and if for a State Subscribing Entity, identify the branch of Government as Executive, Legislative, or Judicial and qualify if the use of the MSA for purchasing telecommunication services is mandatory or optional.

The state will work with Sprint to categorize new Subscribing Entity(s) as they are added to the TSR system.

Step 3 – Update Vendor Billing System(s)

Using the information provided by the state in Step 2, Sprint will update both the Sprint CDMA and Nextel iDEN billing systems in order to provide reporting information in the hierarchy detailed in Section 9, herein.

To facilitate reporting continuity, all new and converted accounts will be put on the same month end billing cycle.

Step 4 – Communication Plan

The state will work with Sprint to develop a communications plan to notify all Subscribing Entity(s) as identified in Step 1 above of the new discounts available under this Service Attachment.

12. Definitions

- “Account Team” refers to the Sprint Nextel sales representatives responsible for the State of Ohio account. The Sprint Nextel Account Team is centrally managed and regionally assigned. Please see the following website for your local sales team. http://www.nextel.com/en/solution/gsa_contacts.shtml.
- “Customer” refers to a Subscribing Entity(s) and/or an employee or agent of a Subscribing Entity contracting for wireless services under the terms of this Service Attachment.
- “Product(s)” includes equipment, hardware, software, cabling or other materials sold or leased to Customer by or through Sprint as a separate item from, or bundled with, a Service.
- “Service(s)” means wireless business communications services, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through Sprint under the Service Attachment, excluding Products.

Sprint Public Sector Legal — Approved as to Legal Form
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WEC — 09/13/2006
