

**AMENDMENT 3
TO
SERVICE ATTACHMENT 1
BY AND BETWEEN
SPRINT SOLUTIONS, INC.
AND
THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**

This is an Amendment to Service Attachment 1 ("SA1"), effective March 15th, 2012, between the Department of Administrative Services ("DAS") on behalf of the State of Ohio ("the State") and Sprint Solutions, Inc. ("Service Provider"), jointly referred hereto as ("the Parties").

PURPOSE: It is the intent of this Amendment to update the product and service offerings and the pricing offered in SA1 for Wireless Voice and Data Services.

WHEREAS, the Parties executed the SA1 for Wireless Voice and Data Services dated March 15, 2012.

NOW THEREFORE, the Parties intend to make certain changes to SA1 as described below.

- 1. The Description of Service of SA1 is amended by deleting it in its entirety.**
- 2. The Fee Structure of SA1 is amended by deleting it in its entirety.**
- 3. The Terms and Conditions of SA1 is amended by adding new Subsection 17 ("WIRELESS VOICE & DATA SERVICES PRICING LIST TERMS AND CONDITIONS") as follows:**
 - A.** Unlimited use available while on the Sprint network. Sprint reserves the right to throttle or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 5GB/month of data usage, 100 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; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines. Sprint reserves the right to use any of the actions described in Item E to protect the Sprint Networks or Sprint 4G Network from harm or degradation.
 - B.** Data roaming is subject to the data roaming sections of the Wireless Services Product Annex attached hereto as Addendum 1.
 - C.** 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.
 - D.** Direct Connect and Group Connect are available on select devices. Additional features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge as listed in the Data Plan Add-On Options section of Addendum 5.
 - E.** Sprint reserves the right, without notice of limitation, to limit throughput speeds or quantities or to throttle or suspend service, while Sprint works with the Subscribing Entity to determine best course of action which may include terminating, modifying, , or denying 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

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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) 100 MB/month while Roaming 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.

- F.** Unlimited use available while on the Sprint network. Sprint reserves the right to throttle to 64kb and reserves the right to 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 5GB/month of data usage, 100 MB/month of usage while Roaming and engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines. Sprint reserves the right to use any of the actions described in Item E to protect the Sprint Networks or Sprint 4G Network from harm or degradation.
- G.** The 3G/4G Connection Card Plan and Embedded Computing Plan includes combined usage on the Sprint 4G Network, 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.
- H.** Roaming is not available on the Sprint 4G Network at this time.
- I.** Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex attached hereto as Addendum 1.
- J.** 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.
- K.** The 3G/4G Embedded Connection Plans 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. Sprint reserves the right to use any of the actions described in Item E to protect the Sprint Networks or Sprint 4G Network from harm or degradation.
- L.** A two year equipment term is required if Subscribing Entity receives a Wireless Device Discount.
- M.** Data usage on the Sprint 4G Network requires a 4G capable device.
- N.** A two year Minimum Service Term is required if Subscribing Entity receives a wireless device discount. Wireless device discounts may not be available on all devices. Tablets compatible with the Sprint 4G LTE network are not eligible for wireless device discounts, services credits or rebates, but may be eligible for certain promotions.

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- O.** 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. Standard Roaming rates and restrictions apply. Calls to voicemail, 411, 3-way calling and other indirect methods are not included.
- P.** Subscribing Entity Lines activated on Shared Data Plans are subject to a data Roaming limit of 100 MBs or a majority of kilobytes (“KBs”) per Subscribing Entity Line. This Roaming limitation includes Sprint Mobile Hotspot usage. Roaming data usage does not pool. Once the data Roaming limit is reached, Subscribing Entity may opt-in to purchase additional off-network data.
- Q.** The data usage limitations and restrictions set forth in the Wireless Services Product Annex attached hereto as Addendum 1 will apply to the Shared Data Plans, and the Shared Data Plans are not eligible for the Government Service Pricing Discount.
- R.** Data connectivity for the Share More Basic Phone Plan is blocked. The data allowance for the Share More 100MB Tablet Plan includes any Sprint Mobile Hotspot usage for capable devices. Any data usage above the Share More 100MB Tablet Plan allowance will be billed for data overage at \$0.010/MB (\$10/GB).
- S.** All tablets activated on the Share More 100MB Tablet Plan are subject to a data Roaming limit of 25 MBs or a majority of KBs. This Roaming limitation includes Sprint Mobile Hotspot usage. Once the data Roaming limit is reached, Subscribing Entity may opt-in to purchase additional off-network data.
- T.** 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.
- U.** 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 usage. Phone as Modem may not be available on devices and is not available on Hotspot capable devices.
- V.** Each Subscribing Entity may have a maximum of 5% of its Subscribing Entity-Liable Active Units on the Sprint Flat Rate Business Plan (“the “Flat Rate Business Plans”). If the percentage of users 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 orders for the Flat Rate Business Plans for Subscribing Entities that exceed the 5% limitation. Individual Liable lines are not eligible for this rate plan.
- W. Machine-to-Machine Specific Additional Terms and Conditions**
1. Usage limitations, including roaming usage limitations, and other data usage restrictions or limitations as set forth in the Government Wireless Services Product Annex attached hereto as Addendum 1 apply.
 2. Roaming is not available on the Sprint 4G Network at this time.
 3. **Restricted Uses.** Sprint Data Access Plans for Business for Third Party M2M Devices may not be used with laptops, netbooks, notebooks, tablets, or other comparable devices that involve active participation by a person. All usage must be embedded within machine-to-machine applications and M2M Devices.
 4. **Data Pooling.** Data usage will be pooled among M2M Devices with the same Business Plan type, with the same Business Plan size, and with the same billing account number (each a “**Pooling Group**”).
 5. **Provision Of Sprint Products And Services.** Sprint Spectrum L.P. provides the Sprint Services listed in this Section unless otherwise stated.
 6. **Government Discount Program (“GDP”)**
 - 6.1 **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 Addendum. Authorized Subscribing Entity-Liable Active Units activated on service plans contained in this Addendum during the Term are hereinafter referred to as “M2M Devices.”
 - 6.2 **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,

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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.

- 7. M2M Devices**
- 7.1 Purchase of Wireless Devices.** Subscribing Entity is responsible for making its own arrangements to purchase wireless devices from third parties.
- 7.2 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.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 4. The SA1 is amended in the Terms and Conditions, Equipment Discounts, Section 2 (“WIRELESS DEVICES”) by adding a new Subsection 2.4 (“EARLY TERMINATION FEES”) as follows:**
- 2.4 EARLY TERMINATION FEES:** Sprint will waive the early termination fee for subsidized plans that applies to each line a Subscribing Entity terminates prior to 20 months of continuous active service.

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5. The SA1 is amended by deleting Addendum 1 (“WIRELESS SERVICES PRODUCT ANNEX”) Section 7.10 (“Technology Evolution”) in its entirety and replacing it with a new Section 7.10 (“Technology Evolution”) as follows:

7.10 Technology Evolution.

- A. In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Sprint will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in this Agreement to the contrary, Sprint reserves the right to: (a) work with the Subscribing Entity to migrate the Subscribing Entity to a replacement technology; or (b) discontinue any Product, Service, network standard, or technology without either party: (i) being in breach of contract pursuant to this SA1; (ii) being in breach of the Master Service Agreement generally; or (iii) incurring early termination liability relating to the discontinuance of the affected Product, Service, network standard, or technology. If the Subscribing Entity elects not to migrate to a replacement technology or determines that the discontinuance of a Product or Service does not meet the interests of the Subscribing Entity, the Subscribing Entity may elect to terminate an Order for the affected Product or Service listed in this SA1.

- B. If Sprint takes any action set forth in subsection (1) above, Sprint will provide advance notice reasonably designed to inform the Subscribing Entity (if affected) of such pending action. The form of Sprint’s notice may include providing written notice to any address (a), Sprint uses for billing, or (b) set forth in an Order. Subscribing Entity agrees that such notice is reasonable and sufficient notice of Sprint’s pending action.

6. The Disclaimer of SA1 is amended by deleting it in its entirety and replacing it with a new Disclaimer as follows:

Following this page are addenda containing products and services related to Sprint wireless voice and data services. Within these documents there will be some Sprint products and services as well as other vendors’ products and services mentioned that may not currently be under State contract. These Addenda in no way provide the authority for any government entity to purchase products or services that are not under State contract Some of these products and services may be contracted sometime after the effective date of this Third Amendment to the Service Attachment 1.

- Addendum 1 Wireless Services Product Annex
- Addendum 2 Sprint Mobile Integration Product Annex
- Addendum 2A Sprint Global MPLS VPN Product Annex
- Addendum 2B Sprint Managed Network Solutions Annex
- Addendum 3 Sprint Machine-to-Machine Services
- Addendum 4 Sprint Data Link Product Annex
- Addendum 5 Wireless Voice & Data Services Pricing List

7. The SA1 is amended by adding Addendum 5 (“WIRELESS VOICE & DATA SERVICES PRICING LIST”) as attached hereto.

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All provisions of SA1 not addressed by this Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this SA1 which shall be effective on the date signed by the State, "Effective Date."

SPRINT SOLUTIONS, INC.



Signature

Michaela Clairmonte
Printed Name
Manager – Contract Negotiations &
Management

Title

September 19, 2016
Date

47-0882463
Federal Tax ID

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



Signature

Printed Name
Robert Blair/srd

Title

DAS Director
Assistant Director/State CIO

Effective Date
9/26/16

Sprint — Approved as to Legal Form
TFD 16 Sept 16

