

**AMENDMENT 2
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. Removal of Nextel References. As of earlier of (a) the date Subscribing Entities' last Nextel Device is no longer on the Nextel National Network or (b) June 30, 2013, all references in the SA1 to "iDEN", "Nextel", "Nextel Devices", "Nextel Direct Connect", and "Nextel National Network", including without limitation all price plans for Nextel/iDEN wireless services are deleted.

2. The Description of Service Section of SA1 is amended by deleting Subsection 10 ("Tablet Plans (CDMA Only)"), in its entirety and replacing it with a new Subsection 10 ("Tablet Plans (CDMA Only)") as follows:

10. Tablet Plans (CDMA Only)

Subscribing Entities using tablets can select from five data plans depending on the amount of usage required: 2GB, 2GB with Unlimited Messaging, 3GB, 5GB and 3G/4G LTE Unlimited for Acceptable Use.

3. The Description of Service of SA1 is amended by adding new Subsection 17 ("Sprint Unlimited Nationwide Voice Plan") as follows:

17. Sprint Unlimited Nationwide Voice Plan

Sprint Unlimited Nationwide Voice Plan offer Subscribing Entities an unlimited anytime minute plan. It also provides unlimited Direct Connect® and Group Connect®, unlimited Mobile-to-Mobile, unlimited Nights & Weekends starting at 7PM, and unlimited Domestic Messaging. Subscribing Entities will also enjoy additional included features such as Nationwide Long Distance, Roaming, Caller ID and Voice Mail.

4. 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 sunset certain offerings or technologies. In such event, Sprint will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly, Sprint reserves the right, in its sole discretion, after providing the notice set forth in Section B below, to: (1) migrate Subscribing Entity to a replacement technology; or (2) discontinue any Product, Service, Business Plan, device or handset without either party being in breach of the SA1 or incurring early termination liability relating to the discontinuance of the affected Product, Service, Business Plan, device or handset.

B. If Sprint takes any action set forth in Section A above, Sprint will provide advance notice, not less than 30 days, reasonably designed to inform each affected Subscribing Entity of such pending action. The form of Sprint's notice may include without limitation, providing written notice to any address listed in the SA1 for Subscribing Entity or any address Sprint uses for billing or as set forth in an Order. Subscribing Entity agrees that such notice is reasonable and sufficient notice of Sprint's pending action.

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C. Shutdown of the Nextel National Network. Sprint will cease operating the Nextel National Network on June 30, 2013. Beginning on **June 30, 2013**, Sprint will no longer support Nextel Services or Nextel Devices, and the terms and provisions of Subscribing Entity's contract related solely to Nextel Services or Nextel Devices will no longer be applicable. For contracts with month-to-month or other renewal options for Nextel Services or Nextel Devices, **Sprint does not consent to any renewals or extensions for Nextel Services or Nextel Devices that go beyond June 29, 2013.** Devices impacted by the shutdown of the Nextel National Network include all Nextel-branded devices and machine-to-machine ("M2M") devices provided by Sprint that run on the Nextel National Network. The shutdown will also impact any non-Nextel branded devices or other solutions that operate using the Nextel National Network. In addition, the dual technology, Sprint-branded PowerSource devices that provide voice, text and data over the Nationwide Sprint Network and push-to-talk over the Nextel National Network will lose the push-to-talk functionality while retaining other capabilities.

5. The Fee Structure of SA1 is amended by deleting Subsection 7 ("Voice Plan Add-On Options"), Item ("Sprint Mobile Hotspot Add-On (CDMA Only)") in its entirety and replacing it with a new Item ("Sprint Mobile Hotspot Add-On (CDMA Only)") as follows:

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

NET MRC	\$9.99*	\$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

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

¹ If 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.

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.

B. All data usage (device and Mobile Hotspot) will count against the Sprint Mobile Hotspot Add-On Data Services limitation when the Mobile Hotspot functionality is turned on.

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6. The Fee Structure of SA1 is amended by deleting Subsection 10 ("Tablet Plans (CDMA Only)") in its entirety and replacing it with a new Subsection 10 ("Tablet Plans (CDMA Only)") as follows:

- **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 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

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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.

Custom Domestic 3G/4G LTE Tablet Plan

NET MRC	\$37.99¹
Usage Included	Unlimited for Acceptable Use ²
Data Roaming limitation in Megabytes ("MB")	300 MB
Overage charge for 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; 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.

³ If Subscribing Entities' 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 Custom Domestic 3G/4G LTE Tablet 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 Corporate-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, Corporate-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, 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

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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.

7. The Fee Structure of SA1 is amended by adding new Subsection 17 ("Sprint Unlimited Nationwide Voice Plan") as follows:

17. Sprint Unlimited Nationwide Voice Plan

Unlimited Nationwide Voice Plan	
NET MRC (Service Pricing Discount does not apply)	NET \$56.99
Anytime Minutes	Unlimited
Anytime Minutes Overage	Not Applicable
Pooled Anytime Minutes	Not Available
Direct Connect® and Group Connect®	Unlimited
Mobile to Mobile	Unlimited
Nights & Weekends starting at 7 pm	Unlimited
Nationwide Long Distance	Included
Roaming	Included
Caller ID & Voice Mail	Included
Domestic Messaging	Unlimited

- (1) Roaming charges are included.
- (2) Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features are available with certain devices and may be subject to an additional charge.
- (3) *Service Pricing Discounts do not apply to the Unlimited Nationwide Voice Plan.
- (4) Domestic messaging includes text, picture and video messages based on device capability. Additional charges apply for international messaging.

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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.

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



Signature



Signature

Michaela Clairmonte
Printed Name



Printed Name

Manager – Contract Negotiations &
Management

Robert Blair/srd

Title

Title
DAS Director

May 2, 2013

Assistant Director/State CIO

Date

Effective Date

47-0882463

5/20/13

Federal Tax ID

Sprint – Approved
as to Legal Form
MRB –2 May 2013

