SUBJECT: PIGGYBACK STATE OF FL CONTRACT #DMS-10/11-008B – SPRINT- FOR CELL PHONES AND DATA SERVICES

BID #: PSC-0121-17 **OPEN DATE: 03/30/2017**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: APRIL 1, 2017 THROUGH DECEMBER 31, 2021

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: PIGGYBACK STATE OF FL CONTRACT #DMS-10/11-008B – SPRINT- FOR CELL PHONES AND DATA SERVICES

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback the State of Florida Contract #DMS-10/11-008B between the State of Florida and Sprint Solutions, Inc., for Mobile Communications Services for Wireless Cell Phones, Smartphones and Data Device Services. The period of service will be from April 1, 2017 through December 31, 2021. The total contract expenditure requested for this period not-to-exceed $280,244.00, $71,250.00 requested for the City of Jacksonville and $208,994.00 requested for the Jacksonville Sheriff's Office.

Funding to be encumbered by accounts AFIT531CSCS-04105 and SHPP011ISM-04105, to be executed by formal contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Risk Management Insurance Approval, State of Florida Contract Documents

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
CHELSEY RENFROE GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information and Technologies Division, CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

Jacksonville
Where Florida Begins.

March 21, 2017

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth Lathrop, Division Chief/CIO, ITD

FROM: Michael Rooney, Network & Telecom Infrastructure Manager, ITD

SUBJECT: Utilize SPRINT State of Florida Mobile Contract – Recommendation Memo

---

ITD Management respectfully submits to the Procurement Division for review and approval to piggyback on the State of Florida Department of Management Services – Contract# DMS-10/11-008B Sprint Solutions Inc.

The State of Florida Department of Management Services – Contract# DMS-10/11- 008B Sprint Solutions Inc. is effective from January 12, 2017 until January 12, 2022.

Coverage Periods	Estimated Expenses
April 1, 2017 – March 31, 2018 - COJ	$15,000
April 1, 2018 – March 31, 2019 - COJ	$15,000
April 1, 2019 – March 31, 2020 - COJ	$15,000
April 1, 2020 – March 31, 2021 - COJ	$15,000
April 1, 2021 – December 31, 2021 - COJ	$11,250
April 1, 2017 – March 31, 2018 - JSO	$44,000
April 1, 2018 – March 31, 2019 - JSO	$44,000
April 1, 2019 – March 31, 2020 - JSO	$44,000
April 1, 2020 – March 31, 2021 - JSO	$44,000
April 1, 2021 – December 31, 2021 JSO	$32,994
Total Award Not To Exceed	***$280,244.00***

ITD Management recommends executing the Mobile Communications Services Agreement for Wireless Cell Phones, Smartphones and Data device services for the City of Jacksonville to the State of Florida Department of Management Services – Contract# DMS-10/11-008B with Sprint Solutions Inc. for the period of coverage beginning April 1, 2017 through December 31, 2021.

The maximum indebtedness on this award shall be ***$280,244.00***

- The indebtedness for COJ on this award shall not exceed $71,250.00
- The indebtedness for JSO on this award shall not exceed $208,994.00

ITD's funding source for this award is AFIT531CSCS – 04105
JSO's funding source for this award is SHPP011ISM – 04105

ITD Management recommends using this award to combine the Jacksonville Sherriff's Office request with the City's request to create a Master Service Agreement for Sprint Solutions services.

Your favorable consideration of our request is greatly appreciated.

CC: Tom Ossi, Technology Contract and Records Manager
CC: Robert Gray, Infrastructure Manager, ITD

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

To: Gregory Pease
Chief of Procurement

From: Bill Clement, CPA
Chief of Budget & Administration

Subject: Utilize State of Florida Sprint Contract

Date: March 21, 2017

We are requesting an award to utilize the State of Florida Department of Management Services – Contract#DMS-10/11-008B Sprint Solutions, Inc., to procure wireless Cell Phones, Smartphones and Data Device Services for the Jacksonville Sheriff's Office. The contract term will be from April 1, 2017 through December 31, 2021. The maximum indebtedness for the contract period is as follows:

JSO Expenditures	
Coverage Period	**Estimated Expenses**
April 1, 2017 – March 31, 2018	$44,000
April 1, 2018 – March 31, 2019	$44,000
April 1, 2019 – March 31, 2020	$44,000
April 1, 2020 – March 31, 2021	$44,000
April 1, 2021 – December 31, 2021	$33,000
Total Not to Exceed Amount	$209,000

The funding source for this request is SHPP011ISM – 04105.

Please let me know if you require any additional information. Thank you for your assistance.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

APPROVED
By Ann Willis at 11:42 am, Mar 03, 2017

4/1/2017

DATE (MM/DD/YYYY) 1/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : American Casualty Company of Reading, PA	20427
INSURER C : Transportation Insurance Company	20494
INSURER D : Starr Indemnity & Liability Company	38318
INSURER E :	
INSURER F :	

INSURED
14971
SPRINT SOLUTIONS, INC.
6480 SPRINT PARKWAY
OVERLAND PARK KS 66251

COVERAGES SPRCO03 **CERTIFICATE NUMBER:** 14321432 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL LIAB. X *TENANTS LEGAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	GL5082521363	4/1/2014	4/1/2017	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y	Y	BUA5082521329	4/1/2014	4/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
							Garagekeepers	$ Included
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	1000040033161	4/1/2016	4/1/2017	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$ XXXXXXX
C B B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC5082521282(RETRO) WC5082521296(DEDUCTIBLE) WC5082521279 (CA) SGL5082521315 (STOP GAP)	4/1/2016 4/1/2016 4/1/2016 4/1/2016	4/1/2017 4/1/2017 4/1/2017 4/1/2017	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
*FIRE DAMAGE IS INCLUDED IN BROADER TENANT'S LEGAL LIABILITY FORM WITH LIMITS OF $1,000,000 PER OCCURRENCE. THE CITY OF JACKSONVILLE, ITS MEMBERS, OFFICIALS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSURED, WHICH IS ON A PRIMARY BASIS, AND ALL OTHER INSURANCE SHALL BE NON-CONTRIBUTORY, AND SUBROGATION IS WAIVED, WHERE REQUIRED BY CONTRACT AND SUBJECT TO POLICY TERMS AND CONDITIONS. RE: INSTALLATION, OPERATION & MAINTENANCE OF TELECOMMUNICATIONS EQUIPMENT.

CERTIFICATE HOLDER

14321432

CITY OF JACKSONVILLE
117 W. DUVAL ST, SUITE 335
JACKSONVILLE FL 32202

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL WRITTEN NOTICE IN ACCORDANCE WITH THE POLICY PROVISIONS TO THE CERTIFICATE HOLDER NAMED WITHIN THE STATED TIME FRAMES OF 30 DAYS, EXCEPT FOR REASON OF NON-PAYMENT OF PREMIUM AT 10 DAYS. FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Renfroe, Chelsey

From: Rooney, Michael
Sent: Thursday, March 23, 2017 9:28 AM
To: Renfroe, Chelsey
Cc: Ossi, Thomas
Subject: FW: NASPO Piggyback Request - Sprint Certificate of Liability Insurance
Attachments: CGLcert_Sprint_City of Jacksonville_RM APPROVED.pdf; FY2017 Sprint NASPO Piggyback Indemnification and Insurance Requirements (2).docx

FYI...

From: Willis, Ann
Sent: Friday, March 3, 2017 11:48 AM
To: Ossi, Thomas
Cc: Rooney, Michael
Subject: RE: NASPO Piggyback Request - Sprint Certificate of Liability Insurance

Please find attached the RM Approved Sprint COI – this COI along with the previously provided insurance and indemnification exhibits (attached) must be attached to and become a part of the piggyback contract.

Ann Willis, AINS, CRIS
Property and Casualty Compliance Administrator
Risk Management Division
Department of Finance
City of Jacksonville
117 W Duval Street, Suite 335
Jacksonville, Fl 32202
(904) 630-7891 (o)
(904)630-2100 (f)
This e-mail transmission and/or attachment(s) is confidential and the contents are intended only for the recipient(s) named. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any review, discussion, dissemination, distribution, or copying of this transmission (including any attachments) is strictly prohibited. If you have received this communication in error, please notify us immediately by return e-mail and delete the original message and any copies of it from your computer system. Improper disclosure of the information in this communication can result in fines and penalties under Federal, State and Local Law.

From: Ossi, Thomas
Sent: Friday, March 03, 2017 10:36 AM
To: Willis, Ann
Cc: Rooney, Michael
Subject: FW: NASPO Piggyback Request - Sprint Certificate of Liability Insurance
Importance: High

Hi Ann,

I am not sure if you had the opportunity to reach out to Sprint's Insurance broker, Lockton Companies?

I will need to escalate all our wireless requests as senior management has asked me for a status on this Sprint certificate of liability insurance?

EXHIBIT A
INDEMNIFICATION

Service Provider shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Service Provider shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Service Provider shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover the Service Provider (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Service Provider's Insurance Primary. The insurance provided by the Service Provider shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Service Provider. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Service Provider's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Service Provider or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Service Provider shall relieve Service Provider of Service Provider's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Service Provider shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Service Provider shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Service Provider, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Service Provider under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Service Provider shall present this Contract and Exhibit A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Service Provider.

RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

MOBILE COMMUNICATION SERVICES

SPRINT CONTRACT

CONTRACT NO.: DMS-10/11-008B

EXHIBIT 1 – TECHNICAL REQUIREMENTS

Exhibit 1.0 Sprint MCS Technical Requirements

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1.01 Voice Services

The Wireless Voice Service shall use digital technology as the primary communication mode. The grade of service with respect to circuit quality, reliability, security, call completion, and time of access shall be equal to or exceed that provided to other commercial subscribers within the wireless voice services system's published service area. The service shall include:

(a.) Unrestricted full duplex mobile-to-mobile and mobile-to-landline (PSTN) communications;
(b.) Half-duplex push-to-talk (PTT) communications, optional;
(c.) Florida, Statewide roaming at no charge;
(d.) Nationwide calling (no domestic long distance);
(e.) No answer/busy transfer to voicemail; call forwarding; call waiting; and three-way calling;
(f.) Voice mail;
(g.) Caller ID and caller ID block;
(h.) Messaging (MMS and SMS text messaging).

By default, international calling shall be disabled, hence DMS shall not be charged for any incurred international charges unless DMS issues an order to enable international calling.

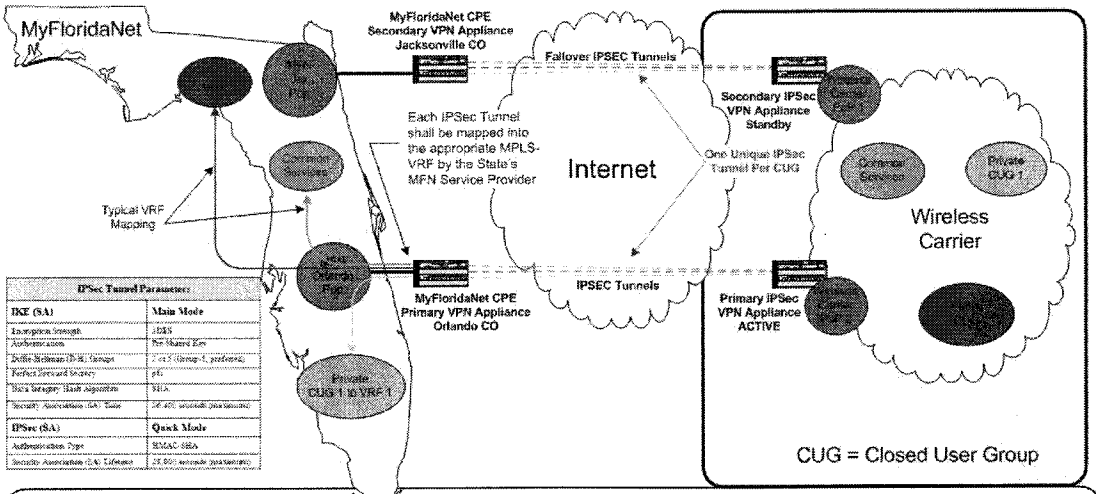
Sprint international calling privileges must be enabled on the service account before international calling is permitted. Sprint shall only enable International Roaming and International Calling if requested on the DMS electronic service account order.

1.02 Cellular Wireless Data Services Overview

The Wireless Data Service component shall provide non-proprietary wireless TCP/IP data communications terminating on the MyFloridaNet (MFN). Closed user groups shall be created and maintained by the Service Provider within their network designed in such a manner to isolate closed user group's member IP traffic from all other IP traffic. The end-user's wireless data transmission device shall be provisioned to continuously operate within the appropriate closed user group by the Service Provider's mechanism.

The Service Provider shall provide redundancy (auto-failover) between the MFN primary **Network-to-Network Interface** (NNI) node (Orlando, Florida) and the MFN secondary NNI node (Jacksonville, Florida). The Service Provider NNI network devices (i.e. IPSec VPN appliances etc.) shall be configured, by the Service Provider, to monitor IP network connectivity between the Service Provider and the MFN facility. In the event of an IP connectivity failure at the Service Provider's primary site and the applicable MFN node facility, the Service Provider's network shall auto-failover to their secondary facility and start routing end-user wireless data traffic to the applicable MFN node facility within five-hundred (500) seconds measured from the failure occurrence time.

IPSec Internet Based NNI for Wireless Data Connectivity



IPSec Tunnel Parameters	
IKE (SA)	Main Mode
Encryption Strength	3DES
Authentication	Pre Shared Key
Diffie-Hellman (D-H) Groups	2 or 5 (Group-5, preferred)
Perfect Forward Secrecy	yes
Data Integrity Hash Algorithm	SHA
Security Association (SA) Lifetime	28,800 seconds (8 hours)
IPSec (SA)	Quick Mode
Authentication Type	ESMAC-SHA
Security Association (SA) Lifetime	28,800 seconds (8 hours)

Notes:
The Service Provider shall provide an IPSec appliance at two of the Service Provider's facilities, geographically separated, which shall be utilized for a primary and secondary (redundant) Internet based IPSec NNI connection to MFN. The Service Provider shall designate one site as the primary and the other site as the secondary for failover. The Service Provider's secondary IPSec appliance shall at all times be configured to provide full failover for their primary IPSec appliance in the event of a primary failure. Likewise, the Service Provider shall provision their primary and secondary VPN appliances to redirect all IPSec traffic to the MFN secondary VPN appliance in the event the MFN primary VPN appliance fails. After the failure has cleared the Service Provider's primary VPN appliance shall (over time) automatically reestablished the IPSec tunnels to the MFN primary appliance.

In cooperation with the MFN contractor, the Service Provider shall configure a unique IPSec tunnel for each closed user group's IP traffic. Each unique IPSec tunnel shall be configured to terminate on the primary MFN IPSec appliance and configured to failover to the MFN secondary VPN appliance as required. The State shall provide two unique publically routable IP addresses for each closed user group's IPSec tunnels (primary and secondary failover) one to be used to terminate the tunnel on the MFN primary appliance and the other to be used for the MFN secondary appliance tunnel termination. Other details shall be provided during the negotiation sessions and/or as required.

Closed user group IP traffic shall be routed to the MFN via the Internet utilizing IPSec tunnels in cooperation with DMS and the MFN contractor. The Service Provider shall configure a unique IPSec tunnel for each closed user group's IP traffic as specified by DMS. The closed user group naming convention (or network identifier) shall be mutually agreed upon by DMS and the Service Provider. Each closed user group's network identifier shall correlate to a unique IPSec tunnel. DMS shall provide the MFN IPSec tunnel termination IP addresses, IPSec pre-shared authentication keys, and tunnel configuration parameters for each IPSec tunnel. All communications regarding IP addresses, IPSec authentication keys, and tunnel configuration parameters shall be conducted in a mutually agreed upon secure manner. At no time shall this type information be transmitted in clear text across any non-secured (public) IP network.

The Service Provider shall configure each unique IPSec tunnel to terminate on the primary MFN IPSec appliance and also configure the tunnel to failover to the MFN secondary IPSec appliance. The state shall provide two unique publically routable IP addresses for each closed user group's IPSec tunnel (primary and secondary failover) (i.e. one to be used to terminate the tunnel on the MFN primary appliance and the other to be used for the MFN secondary appliance failover tunnel termination). DMS shall require the Service Provider furnish (at minimum) two publically routable IP addresses for the Service Provider's NNI IPSec appliances (one IP address for the primary and one IP address for the secondary).

Each wireless data transmission device that traverses the IPSec NNI shall have a state provided IP address configured within the wireless connectivity modem or device (smartphone, handheld computer, laptop, etc). Using the provided IP address, the Service Provider shall statically or

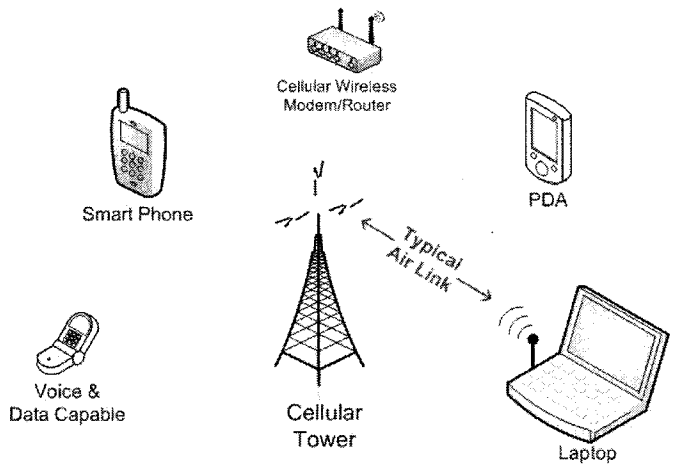
dynamically assign each device contained within a unique closed user group a permanently associated IP address. The Service Provider shall accommodate both public and private IP address space furnished by DMS. Each unique closed user group shall be configured within the Service Provider's IP network to utilize the applicable IP addresses as provided. At the MFN ingress point, each unique closed user group's IP traffic shall be logically mapped into the appropriate MFN MPLS VRF by the MFN contractor at the direction of DMS. Creations and/or modifications (adds, moves, or changes) within a closed user group's configuration shall not be made unless directed by DMS via the electronic service order process.

The Service Provider shall also adhere to the terms and provisions as set forth in Chapters 60FF-1, 60FF-2 and 60FF-3, Florida Administrative Code while delivering/providing the Services under this contract. (See https://www.flrules.org/gateway/Organization.asp?OrgNo=60ff).

Sprint shall create and maintain closed user groups. The closed user shall be designed and configured so to isolate one closed user group's IP traffic from all other. Each closed user group shall correlate to a unique NNI IPSec tunnel in such a manner, the tunnel traffic can be mapped into the appropriate MyFloridaNet MPLS VRF associated with the closed user group by the MFN Service Provider.

1.03 Transmitted Data Security

All transmit data shall be secured between the wireless transmission end-user device and Service Provider's transmission antenna/tower (i.e. the air link) (see illustration below). Encryption across the air link is not required as long as the transmission scheme or algorithm secures the data equivalent to IPSec 56-bit encryption strength. No wireless communication transmission shall be permitted under this contract that does not meet this minimum data transmission security requirement.

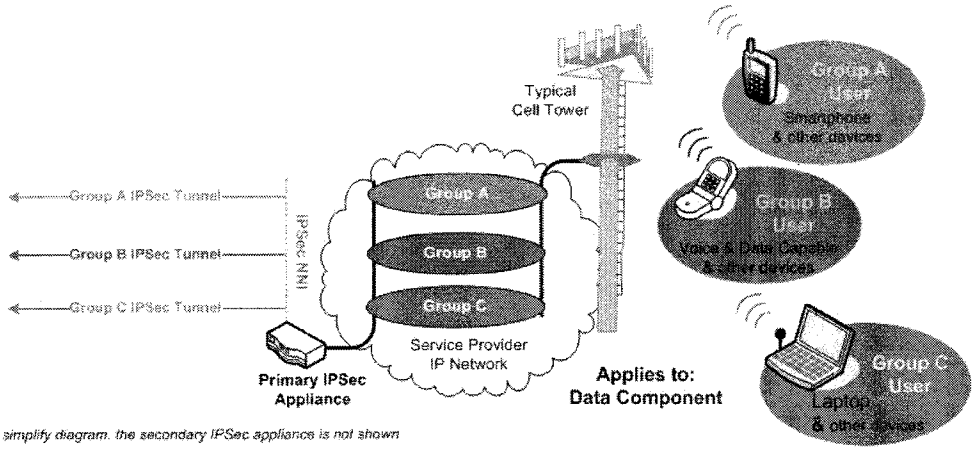


1.04 Closed User Group

Applicable to all customers routed to MFN via the IPSec NNI or utilizing an "Entity Specific Circuit***(see below)" , it is required that all end-user IP traffic be segregated into individual closed user groups while within the Service Provider's wireless and routed IP network. Each closed user group's IP traffic shall not be IP accessible to other user groups within the Service Provider's wireless and IP networks. DMS considers a virtual circuit, VLANs, or MPLS VRFs acceptable closed user group configurations; however, other isolation schemes are acceptable as

long as the scheme provides equivalent isolation as referenced above. Each end-user's device shall be placed in the appropriate closed user group, by the Service Provider. The issued DMS electronic service order shall specify the closed user group a particular user shall be placed within. As required, DMS and/or the customer (SUNCOM Eligible User) shall be allowed to have multiple segregated closed user groups configured within the Service Provider's network.

*** *In this instance an "Entity Specific Circuit" is defined as a dedicated data transport circuit connected between the customer's and Service Provider's IP networks.*



At all points between the mobile device and the Service Provider's NNI IPSec appliance the end-user's IP traffic shall be isolated from all other IP traffic within the Service Provider's network. There shall be no "backdoor" or alternate paths into (or out of) this isolated environment which could allow access from any other entity or mobile device. Unless otherwise directed by DMS, there shall be no IP communications permitted between closed user groups within the Service Provider's network.

1.05 State Provided IP addresses (public and private)

The state shall be allowed to use state or customer owned publically routable IP address space as well as private IP address space in accordance with RFC 1918 on the Service Provider's network. It is understood by DMS and the Service Provider, the private IP address space allocated to the State of Florida by the Service Provider shall be mutually agreed upon by both parties. A mutually agreed upon private IP address allocation block assignment (or other agreed upon method) shall be accomplished within sixty (60) days from the contract execution date.

<u>Note:</u> Not all RFC 1918 private IP address space is available for use on the MFN network.

The DMS electronic service order shall provide the Service Provider with the IP address (or range of addresses) that shall be associated (or used) with a particular device or closed user group. Each state provided IP address shall be assigned by the Service Provider **<u>permanently</u>** to a unique (one) transmission device for the life of the service. The issued DMS electronic service order shall specify the necessary IP address space to accommodate the user (or users) assigned to a particular closed user group. DMS will transmit the specific IP address to use for each mobile device through the electronic order. The Service Provider shall assign the IP-address to each mobile-device and electronically update the DMS electronic service order system with the IP address assigned (as a check) before the order is closed-out. The DMS electronic service order system shall maintain a correlated record of each closed user group, the associated wireless

devices, each device's electronic identifier(s), and the correlated IP address assigned to each device within each user group.

Static IP addressing is acceptable as long as the IP address is coded (hard or electronically) within the transmission device permanently. An IP address dynamically assigned to the transmission device is acceptable as long as the IP address remains persistent to that particular mobile device. The dynamic IP address assignment mechanism shall persistently assign the same IP address to the same mobile device from an IP address pool assigned to a particular closed user group. IP addresses shall remain as provisioned by the DMS electronic service order until a change is submitted by the DMS electronic service order to the Service Provider.

Dynamic IP address assignment is the default method currently in use by the Data Link network. Sprint will not charge State of Florida MRCs for Sprint-provided dynamic IP addresses or State of Florida-provided IP addresses. Data Link can also support customer specific dynamic and static IP address assignments that comply with "RFC 1918 - Address Allocation for Private Internets"

Sprint Data Link supports smartphones. Currently, programming smartphone devices in the IP ranges needs to be done manually to support Data Link. Sprint is working on automating this process in 2011. Sprint can support Data Link over the air programming on devices with the exception of the following: Blackberry, iDEN, HPPTT, 3G/4G Dual Mode, 4G device and Feature phones. Sprint will update DMS as new devices are supported.

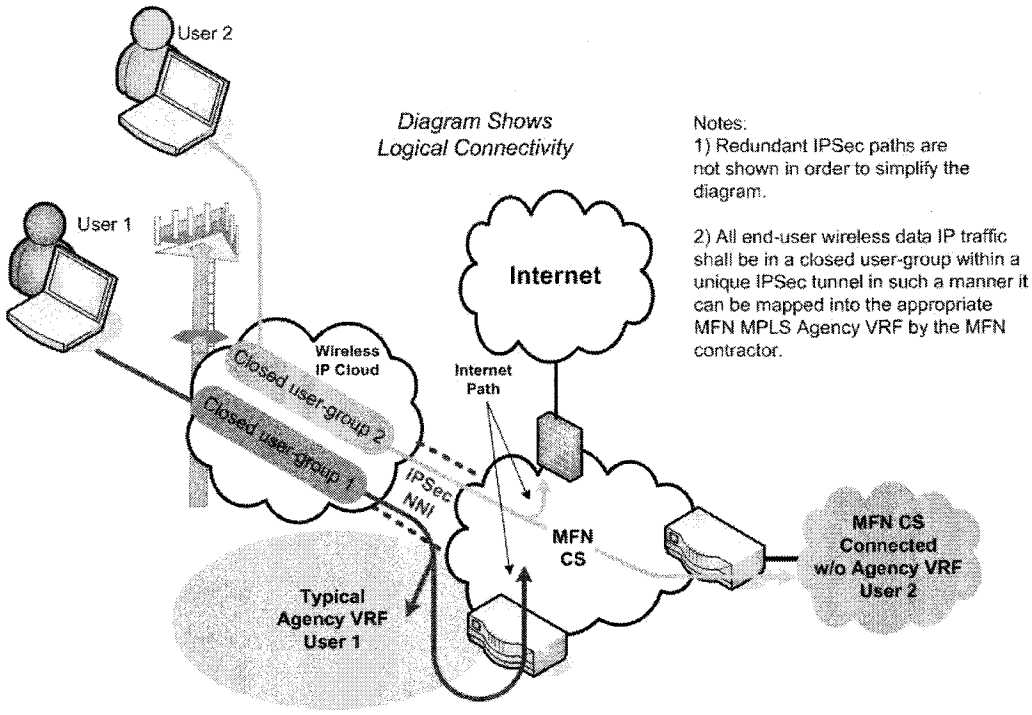
Smartphones and other units which do not support over the air provisioning will require staging and provisioning of Data Link prior to deployment. Units will be sent to a defined location for provisioning. Units will then be shipped to the end-user. Staging and provisioning should be completed within 24 hours, but in some cases could take up to 48 hours to complete. Additionally, aircards can be provisioned Over the Air.

1.05.1 Wireless Device IP Routing Scheme with State Provided IP Addresses (Public or Private)

DMS shall provide the Service Provider the applicable IP address space required for each closed user group's wireless users. The Service Provider shall route state agency and SUNCOM eligible customers (connected to MFN) wireless data traffic to MFN across the Internet utilizing the IPSec NNI tunnels (i.e. one unique IPSec tunnel per user group). Applicable Internet access shall be accomplished through MFN using this IP addressing and routing scheme.

Note:

Neither DMS nor the Service Provider shall facilitate Internet connectivity for customers that own public IP address space but require private IP address space to be used for their wireless data users. In this case, if private IP address space is utilized by the customer, Internet connectivity shall be the responsibility of the customer using a customer controlled mechanism such as a NAT function, Internet proxy, or other customer controlled solution.



All DMS/SUNCOM IP traffic shall be isolated throughout the Service Provider wireless and IP routed networks. DMS shall have and maintain control related to setting security policies on MFN access and its Intranet traffic as well as NNI IPSec tunnel configuration parameters.

State Agencies and Non-State SUNCOM eligible entities connected to MFN shall use this method to access their network via MFN and the Internet.

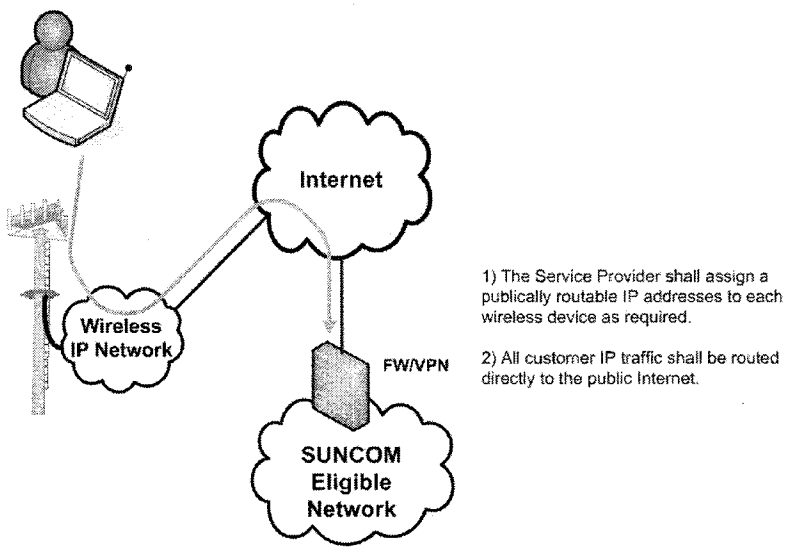
Note: An end customer that requires a closed loop connection with no direct connection to the internet shall utilize Sprint DataLink Data Service.

1.06 Service Provider Furnished Publically Routable IP Address Space

The Service Provider shall furnish publically routable IP address space for customers that require their end-user wireless data IP traffic to be routed directly to the Internet by the Service Provider.

1.06.1 Wireless Device IP Routing Scheme with Service Provider Furnished IP Addresses (Public)

Available to Non-State SUNCOM eligible entities that are not connected to MFN, the customer (SUNCOM eligible entity) shall have the option of having their end-user wireless IP traffic routed directly to the Internet by the Service Provider. The Service Provider shall provide the appropriate publically routable IP address space as required to support this option.



The Service Provider shall provision and route all the end-users wireless data IP traffic directly to the Internet. This transport option shall facilitate encrypted VPN traffic for customers using a remote-access VPN concentrator to access their IP network, or facilitate Internet connectivity to web-servers or web-based applications.

The Service Provider shall **not** be required to create closed user groups for customers that require the Service Provider to route their wireless end-users IP traffic directly to the Internet. Also under this option, the Service Provider shall **not** be required to persistently assign the same IP address to a unique wireless device.

Applicable to State Agencies and Non-State SUNCOM eligible entities connected to MFN: Any state agency or SUNCOM eligible entity connected to MFN attempting to use this IP connectivity approach is required to obtain an approved "Exemption Request" from DMS. The Service Provider shall not permit IP connectivity as described above to any network without DMS involvement and approval. See exemption below.

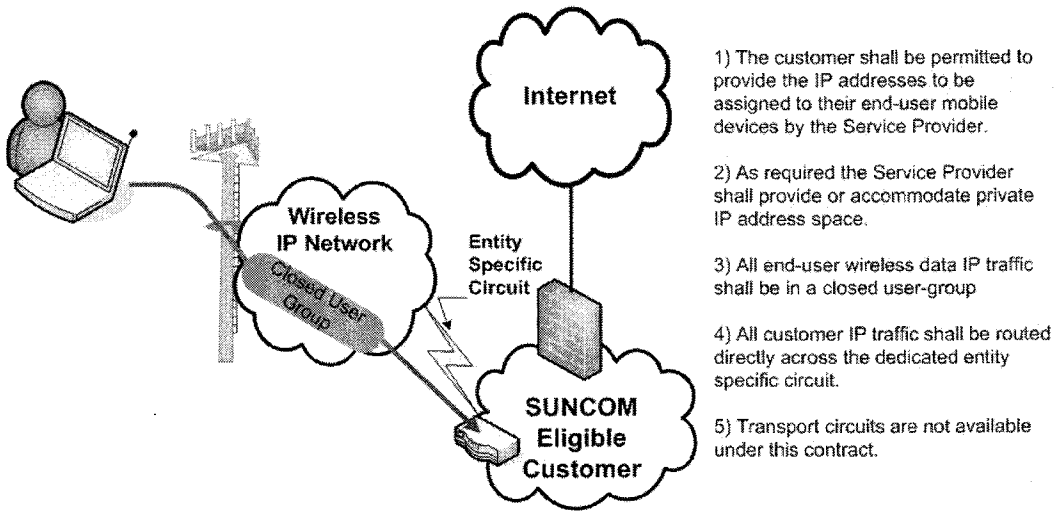
> ***Exemption:*** *SUNCOM eligible customers that are connected to MFN using a filtered extranet connection are exempt from this stipulation. The Service Provider shall notify DMS of any direct Internet routing provided using this exemption so that the direct Internet connectivity can be documented as a non-security issue or risk.*

Note: An end customer that requires direct access to the internet shall utilize the Sprint Vision Data Service.

1.07 Entity Specific Circuit; Wireless Device Routing and IP address Scheme.

In this instance an "Entity Specific Circuit" is defined as a dedicated data transport circuit connected between the customer's and Service Provider's IP networks. The customer (SUNCOM eligible entity) shall have the option to route their end-user wireless IP traffic directly to their network by the Service Provider via a dedicated transport circuit. The Service Provider shall provide the appropriate private IP address space as required, or shall allow the customer to provide the applicable IP address space (public) that shall be utilized by the Service Provider to address their wireless devices provided in the service order. The customer may use private IP address space provided by DMS which shall be in accordance with the private IP address

allocation block mutually agreed upon (or other agreed upon method) by DMS and the Service Provider.



Applicable to Non-State SUNCOM eligible entities not connected to MFN: The Entity Specific Circuit's associated cost shall be billed directly to the SUNCOM eligible entity by the circuit provider. Entity Specific Circuits are out of the scope of this contract and shall not involve DMS in the ordering, billing, provisioning, payment, network support, or other thereof.

Applicable to State Agencies and Non-State SUNCOM eligible entities connected to MFN: Any state agency or SUNCOM eligible entity connected to MFN attempting to use this IP connectivity approach is required to obtain an approved "Exemption Request" to use a filtered MFN extranet connection from DMS terminating at the Tampa MFN facility. The Service Provider shall not permit IP connectivity as described above to any network without DMS involvement and approval. See exemption below.

> ***Exemption:*** *SUNCOM eligible customers that are connected to MFN using a filtered extranet connection are exempt from this stipulation. The Service Provider shall notify DMS of any direct connection made using this exemption so that the connection can be documented as a non-security issue or risk.*

Note: An end customer that requires a closed loop connection with no direct connection to the internet shall utilize Sprint DataLink Data Service.

1.08 Service Provider Primary (Active) NNI IPSEC VPN Appliance

The Service Provider shall provide a primary (active) IPSec VPN appliance and Internet connectivity for that appliance at the Service Provider's facility. The initial IPSec VPN appliance shall be upgraded if the encrypted throughput reaches eighty-percent (80%) of the IPSec appliance's rated capacity or if the CPU utilization reaches eighty-percent (80%) of rated capacity or if the port throughput speed reaches eighty-percent (80%) of rated capacity. The available Internet bandwidth shall be increased by a minimum of twenty percent (20%) within ninety (90) days if the utilization reaches eighty-percent (80%) of capacity and maintained over any five minute period. The Service Provider shall provide either Option-1 or Option-2 (shown below) in order for DMS to monitor the primary IPSec VPN appliance performance metrics:

Option 1: "READ-ONLY" access to the primary NNI IPSec appliance including SNMP. The Service Provider shall permit the MFN network monitoring tools (Spirent & E-Health) access to monitor the IPSec appliance's performance metrics.

Option 2: The Service Provider shall provide the DMS a monthly performance report of the primary IPSec appliance. The report (at a minimum) shall identify the appliance model, list the associated hardware modules and show a thirty (30) day peek average percentage for the CPU, interface, memory, and encryption engine utilization. The performance report shall be provided to DMS in the agreed upon format within the first twenty (20) days of the following month.

The primary (active) NNI IPSec VPN appliance hardware and software configurations shall be at all times identical to that of the secondary (standby) NNI IPSec VPN appliance.

The Service Provider's IPSec appliances (both primary and secondary) shall support the following IPSec parameters:

IPSec Parameters	
IKA (SA)	Main Mode
Encryption Strength	3DES
Authentication	Pre-Shared Key
Diffie-Hellmans (D-H) Groups	2 or 5 (group-5 preferred)
Perfect Forward Secrecy	pfs
Data Integrity Hash Algorithm	SHA
IPSec (SA)	Quick Mode
Security Association (SA) Lifetime	86,400 seconds (maximum)
Authentication Type	HMAC-SHA
Security Association (SA) Lifetime	28,800 seconds (maximum)
Simultaneous Active Tunnels	1000 (minimum)

The Service Provider's secondary (standby) IPSec VPN appliance shall at all times be configured to provide full failover for their primary IPSec VPN appliance so that IP connectivity to MFN is maintained in the event of a Service Provider's primary failure. The Service Provider shall provision their primary and secondary VPN appliances to redirect all IPSec traffic to the MFN secondary VPN appliance in the event the MFN primary VPN appliance fails and vice versa. After the failure has cleared the Service Provider's primary VPN appliance shall (over time) automatically reestablished the IPSec tunnels to the MFN primary appliance. Likewise, DMS shall provision the MFN primary and secondary VPN appliances to redirect all IPSec traffic to the Service Provider's secondary VPN appliance in the event the Service Provider's primary VPN appliance fails and vice versa. The BGP routing protocol (and other mutually agreed upon mechanisms) shall be used to monitor, trigger, and measure any failover event. DMS shall monitor the primary and secondary IPSec VPN appliances via an IPSec tunnel configured to permit SNMP to enable the monitoring tools.

DMS shall deliver to the Service Provider the required IPSec tunnel configuration parameters for each closed user group's IPSec NNI tunnel. The Service Provider shall adhere to the provided configuration parameters while provisioning their IPSec VPN appliances.

1.08.1 Service Provider Secondary (Standby) NNI IPSec VPN Appliance

The Service Provider's secondary IPSec VPN appliance, the appliance's available Internet bandwidth capacity, operational software image, and programmable configuration shall at all times be identical (or equivalent) to that of their primary IPSec VPN appliance. At all times the secondary IPSec appliance shall be configured to provide full automatic failover for the Service Provider's primary IPSec VPN appliance. Any failover event shall be achieved within five-hundred (500) seconds.

The Service Provider shall provide either Option-1 or Option-2 (shown below) in order for DMS to monitor the secondary IPSec VPN appliance performance metrics:

> **Option 1:** "READ-ONLY" access to the secondary NNI IPSec appliance including SNMP. The Service Provider shall permit the MFN network monitoring tools (Spirent & E-Health) access to monitor the IPSec appliance's performance metrics.
>
> **Option 2:** The Service Provider shall provide the DMS a monthly performance report of the secondary IPSec appliance. The report (at a minimum) shall identify the appliance model, list the associated hardware modules and show a thirty (30) day peek average percentage for the CPU, interface, memory, and encryption engine utilization. The performance report shall be provided to DMS in the agreed upon format within the first twenty (20) days of the following month.

Provider's secondary NNI VPN IPSec appliance hardware platform and configuration shall be at all times identical (or equivalent) to that of their primary NNI IPSec VPN appliance. DMS shall monitor the Service Provider's secondary IPSec appliance via an IPSec tunnel configured to permit SNMP to enable the monitoring tools.

1.09 Wireless Cellular Router or WWAN Cellular Modem

The acronym "WCR" shall be used to denote the "Wireless Cellular Router or WWAN Router or WWAN Cellular Modem".

The Service Provider shall make available under the contract a WCR. The WCR shall be used by SUNCOM Clients as an alternative transport to MFN and for other transport applications. The WCR shall be used in redundancy, mission critical (emergency), disaster recovery, and MFN mobility applications as defined below but shall not be limited to those listed. The Service Provider shall denote the recommended number of simultaneous users that each offered WCR can support. The WCR shall conform to all requirements contained herein unless otherwise noted:

a. Network / Transport Protocol TCP/IP, UDP/IP
b. 1 Network port (IEEE 802.11b,g Compliant)
c. WWAN Cellular Transmission Modem with Antenna
d. DHCP support, NAT support, VPN pass-through, Access Control List (ACL)
e. WCR Management Web GUI (HTTP) or CLI
f. Power Supply
g. Status Indicators- LINK, Link Activity, Power
h. Switched 4 Ethernet LAN ports, (IEEE 802.11b,g Compliant)
i. WI-FI transmission Radio-Ethernet (WI-FI Certified) with antenna
j. Program user access features and authentication method

k. Encryption Algorithm

The Service Provider shall provide all applicable WCR software and firmware for each device offered under the contract. The Service Provider shall provide to DMS a link to the WCR manufacturer's website where customers can download current software updates/releases, and software version release notes. As required, the Service Provider shall work with the customer and make a device recommendation based on a case-by-case analysis of the intended use of the device. All devices offered under the contract shall be certified (or tested) by the Service Provider to operate with the performance parameters claimed by the manufacturer on the Service Provider's network. Any device that does not meet the manufacturer's and/or the Service Provider's performance claims shall not be offered under the contract.

Sprint currently has several Wireless Cellular Routers that meet (or exceeds) the specifications defined (a) thru (k).Sprint shall include a link to WCR manufacturer's site on the Sprint site for easy navigation to current software updates and release notes.

1.10 Emergency Operations

The Service Provider shall upon notification from the State of Florida Emergency Operations Center (EOC), Emergency Support Function (2) (ESF-2), provide wireless phones, data modems, and service airtime during declarations via "Executive Order" (federal, state and local) disaster operations and disaster recovery. At no cost, the Service Provider shall deliver to ESF-2 the specified quantity (up to 100) of activated wireless (voice and data) devices within 24 hours of receiving the ESF-2 request. Alternatively, the Service Provider shall use commercially reasonable efforts to deliver the devices to any accessible (officially ordered safe to enter) location within the Service Provider's service area as directed by ESF-2. The airtime shall be provided at no charge for a period not to exceed thirty (30) days. On the thirty first day the Service Provider shall be allowed, at their discretion, to initiate billing on any active device accumulating airtime (not dormant). On the thirty first day, the Service Provider shall follow the ESF-2 procedures to recover their non-billable hardware.

Sprint shall meet the specified quantity (up to 100) of activated wireless (voice and data) devices within 24 hours of receiving an ESF-2 request.

1.11 Additional Security Features

In addition to the security requirement listed herein, the Service Provider shall provide additional security features designed into their integrated solution which blocks unauthorized access into the State's Intranet via the NNI and potential IP attacks. The additional security features shall be consistent with established DMS rules.

Additionally the core assets are security-hardened through both patching and close configuration management, and Sprint Wireless has careful operational controls to manage access among our internal staff.

Physical Security

In addition, businesses depend on the continuous availability and integrity of information assets, critical systems and resources. Physical security is the first line of defense against potential incidents and interruption of business and Sprint maintains a protected environment designed to prevent/detect unauthorized entry of facilities.

All Sprint facilities are secured 24x7 and are provided with security protection commensurate with facility criticality and the potential for disruption of operations resulting from unauthorized access. Sprint employs a broad array of physical security program elements to protect its

facilities and operations, to include electronic access control systems, closed circuit TV surveillance systems, intrusion alarm systems, visitor control, identification badges, perimeter fencing, security lighting, and guard services.

Access alarms are monitored continuously by a Network Operations Surveillance Center, a Wireless Network Management Center or a commercial central station. In the event of an alarm condition, an appropriate response (including dispatch of law enforcement personnel, where appropriate) is initiated.

To ensure compliance with internal security requirements, and to identify risks requiring mitigation, Sprint conducts recurring physical security assessments of critical facilities.

Security personnel, cameras, and electronic badge readers secure the main entrance to Sprint facilities. We secure additional areas within each building based on the level of compartmentalization required. In addition, we secure the security operations center with an additional security camera and electronic badge reader providing access to corporate security employees only. Personnel who do not require continuing access to computing facilities are considered visitors and will be escorted by an authorized Sprint associate. We require visitors to sign a visitor control log, which is retained by the Facility Control Manager for at least one year. Electronic security measures are deployed to secure computing rooms or resources and computer components located in support rooms or closets are protected from unauthorized access. These components may include servers, routers, and other telecommunications equipment. We lock doors to such rooms to prevent unauthorized access, and keys or combinations will be issued only to those persons having a continuing need for access.

In terms of physical security, Central Offices' security practices fall within the category of "critical facilities." In addition to the requirements set forth in the base document, the following standards apply to any facilities designated as "critical." Where feasible, rooms containing technical equipment (e.g., switches, servers, routers) are located so they are not on exterior walls or below ground level. Facility support equipment (e.g., emergency generators, batteries, HVAC) are not located below ground level. Critical equipment/operations are not located on floors designated by fire code as fire stairway re-entry points.

Specifications for future construction require fuel tanks supporting emergency generators to be of double-wall construction (steel/steel or concrete/steel). When above ground, the tanks and associated fuel feeder lines will be protected from vehicular damage by walls and/or bollards.

External signage does not identify the function of the facility, and, unless required by regulatory directive, such signage does not identify the facility as belonging to Sprint. All security systems (e.g., alarm, card access and CCTV) have battery back-up and are supported by the emergency generator. Where it is feasible, parking areas have a 100-foot setback from structures.

Whenever practical, the facilities are enclosed with fencing. Card readers are installed on all vehicular and pedestrian access gates. The perimeters of sites located in a high crime area (CAP index score of 400 or more) are surrounded by cut and climb-resistant fencing.

Doors leading from semi-public areas (e.g., visitor/reception areas, shipping and receiving areas) into the facility employ revolving security doors, which prevent tailgating. Doors leading from semi-public areas (e.g., visitor/reception areas, shipping and receiving areas) into the facility employ either biometric or dual verification (card and PIN) readers.

Any external windows in equipment areas are opaque and protected by heavyweight security film attached to the window frame.

Glass break detectors cover all external glass. All exterior doors, and all interior doors leading from an open corridor into a limited access area, have door alarm contacts installed. Doors

leading to vaults serving critical facilities are alarmed. Alarm systems use two separate communication paths terminating at two separate and staffed monitoring locations for alarm annunciation.

Vehicle entrance and exit gate(s) to the property are motorized. Entrance gates are equipped with card readers. Exit gates are equipped with card readers if company vehicles or other high-value, mobile company equipment is stored within the fenced area. Pedestrian gates to the property are equipped with card readers for entry. All exterior doors used to access the facility, and interior doors leading to limited access areas within the facility, are equipped with card readers.

The following areas are covered by CCTV cameras:

- All exterior doors
- Parking areas and roadways
- Emergency generators and related fuel storage tanks
- Ground-level HVAC, equipment cooling, and electrical and telephone service equipment/appearances
- Vehicular and pedestrian gates in perimeter fencing
- All interior doors connected to either an alarm or access control system
- Visitor processing/reception areas

Firewalls

Sprint's nationwide wireless network is protected by state-full inspection firewalls. The configuration of the firewalls is relatively open to allow customers the ability to use a wide variety of applications which use any number of protocols and ports. However, because Vision-enabled PCS Phones and Devices are given publicly routable Internet addresses, Sprint blocks specific inbound ports to reduce the threat of over 90% of current Internet attacks. Ping, traceroute, and other ICMP commands are also disabled inbound from the Internet. Additionally, Sprint has the flexibility to enforce additional rules as new threats appear. Sprint advises users of PDAs and laptops to install their own anti-virus and personal firewall solutions for maximum security.

1.12 Grade of Service

The grade of the Wireless Data Service provided by the Service Provider with respect to circuit quality, reliability, security, modem connection setup, and layer-3 routing propagation time, at a minimum, shall be equal to or exceed that provided to other commercial subscribers within the Service Provider's wireless data network.

SLA Commitments

The SLAs provide commitments for voice service reliability based on measuring dropped calls, blocked calls and network voice availability. Sprint's wireless SLAs provide the following:

- **Network Voice Block Rate: Less than 2%**
    - The Network Voice Block Rate is the percentage of calls blocked as compared to total number of attempts by all Sprint customers over a calendar month. The call is "blocked" if the customer can not successfully place a call while within the Sprint CDMA coverage area. The Sprint goal for wireless voice blocks on the Nationwide Sprint Network to be less than 2%.

- **Network Voice Drop Rate: Less than 2%**
  - The Network Voice Drop Rate is the percentage of calls dropped as compared to total number of calls established on the Nationwide Sprint Network over a calendar month. The call is "dropped" when a user experiences an abnormal call release without either party manually ending the call while within the Sprint CDMA coverage area. The Sprint goal for wireless voice drops on the Nationwide Sprint Network to be less than 2%.
- **Network Voice Availability Rate: 99.9%**
  - The Network Voice Availability Rate is the percentage of minutes the Nationwide Sprint Network voice elements are operational as compared to the total number of minutes in a given calendar month. The availability of all network elements in the call path for wireless voice service determines the overall service availability. The Sprint goal for wireless overall average Network Availability Rate to be greater than 99.9%.

Access to Monthly SLA Metrics

Each month, Sprint posts its network performance on a secure password-protected website. Following contract award and only after execution of a non-disclosure agreement, Sprint will provide a user name and password to access the Sprint Wireless SLA Performance metrics each month. Performance metrics for the preceding month will be available after the third week of the month. Your Sprint Account Representative can provide a demonstration of the website at your request.

Our goals for Mean Time to Repair (MTTR) are based on the Trouble Severity level of the event. Trouble Severity levels are defined by Sprint based on a number of factors in the following descriptions. Our goals for MTTR for each of our first three severity codes are:

- 4 hours for Trouble Severity 1 Events: Complete loss of a Service for all customers, an entire market, or an entire business.
- 8 hours for Trouble Severity 2 Events: A major loss of a Service for all customers, an entire market or an entire business. Or a major impairment of the performance of any Service for all customers, an entire market, or an entire business.
- 24 hours for Trouble Severity 3 Events: A partial loss of a Service for all customers, an entire market, or an entire business. Or a partial impairment of the performance of any Service for all customers, an entire market, or an entire business. Or a loss of a portion of Service which is non-critical or has minor impact on functionality.

Wireless Data SLA

Wireless Data Service performance commitments are as follows:

- Wireless Data Network Availability – 99.5% or greater
- Wireless Data Blocks – less than 2.00%
- Wireless Data Drops – less than 1.00%

Every month Sprint will measure the performance of the Sprint-owned CDMA wireless network (excluding the iDEN network, Affiliate networks or roaming networks) on a national level in each of the three commitment areas. EVDO network statistics are included in Network Availability and Data Blocks, but not currently included in Data Drops. State shall be permitted to access the results of the measurements online each month on a password protected website. Performance information will be accessible to eligible customers who agree to keep such information confidential.

With the exception of SLAs listed within the SLA matrix contained within Exhibit 5, in no event shall failure to meet the stated service goals contained in this section subject Sprint to any penalties or damages of any kind.

Note: The report(s) provided under this section contains Sprint confidential information and is/are protected by the Sprint non-disclosure agreement signed by DMS.

1.13 Wireless Data User Authentication

The Service Provider shall implement a wireless data end-user authentication process that shall associate the SUNCOM end-user to a particular wireless device. The IP address assigned to that device shall be persistent to that device for the contract life of the device or until changed by a DMS electronic service order. The Service Provider shall maintain physical, electronic, and procedural safeguards to protect the security of their internal systems as well as the MFN network. The Service Provider shall secure DMS/SUNCOM information by, employing strong user authentication technology to make certain that only authorized devices connect to the Service Provider's wireless network and the MFN network. Also, the Service Provider shall implement internal and external security procedures to guard their networks and applications against unauthorized access. DMS shall be provided a copy of the Service Provider's associated security procedures upon request.

DataLink: Is the product offering Sprint has proposed to satisfy the ITN requirement for a Closed User Group for mobile data services. Previously submitted DataLink Whitepaper outlines in detail the diagrams of the proposed architecture. State of Florida has discussed different user profiles to consider when provisioning a DataLink user, however, prior to defining these profiles; additional detail on DataLink was provided.

1) Proxy Authentication with Radius is required (AAA). Sprint has proposed two available solutions to assist the State of Florida
    a. Option 1: User currently utilizes Radius (AAA) within existing architecture to meet DataLink (AAA) requirement.
    b. Option2: User has not deployed Radius (AAA) within their architecture or is unwilling to allow their infrastructure to communicate to Sprint Radius (AAA) Servers. Sprint can provide, for an additional cost, Sprint hosted (AAA) services (SHA).
        i. At no additional cost, end customer's administrator will utilize the Sprint Radius (AAA) to provision their users to meet DataLink (AAA) requirement.
2) State of Florida has requested Static IP address pools provided as part of the Closed User Group solution. Sprint will work with the State of Florida to define these ranges. The IP address at the time of provisioning must be associated to the (AAA) username/password
3) State of Florida has requested provisioning of these devices be performed over the air (OTA) when possible and as seamless as possible to the end-user.

Currently the standard processes for provisioning a DataLink user is as follows:

1) Client requests a device with an activated MDN (Phone#)
2) Client generates a username/password on their AAA server or on Sprint managed AAA server
3) Client associates AAA credential with Static IP address

4) Customized Software Client is built for Modems only *** Enhanced Account Management (EAM) not required
5) Client pushes Over the Air (OTA) programming via Enhanced Account Management (EAM) portal

State of Florida has requested a customized process for provisioning to enhance end-user experience.

The State of Florida has identified two user profiles utilizing Closed User Group (DataLink).

Profile 1: Client would like to utilize the security and control benefit of DataLink but does not want to generate their (AAA) credentials and does not have AAA infrastructure. State of Florida has requested Sprint provide (SHA) AAA services and will generate credentials based on information provided by client. When a SUNCOM End-User selects this option in OaSIS, the SUNCOM End-User must agree to the disclaimer referenced in Section 2.03.1 OaSIS Website in order to submit the corresponding order. At the time of order utilizing OaSIS, the State of Florida will provide the Static IP address to be associated with the AAA credentials. Sprint will then provision the end-user device via (OTA) utilizing the (EAM) portal or manually provisioning the device prior to shipment to the end-user.

Profile 2: Client would like to utilize the security and control benefit of DataLink. Client requires an employee of their organization to provision their users. The clients IT staff will generate (AAA) credentials and associate the static IP address provided by the State of Florida. To provision the devices (OTA) the client would utilize the (EAM) enhanced account management portal.

** Sprint would need to setup Administrator accounts by Realm for (AAA) and (EAM) **

Sprint acknowledges the final Closed User Group Provisioning Process shall be mutually agreed upon and defined within the Services Operational Guide (Op-Guide) and this proposed process is subject to change.

1.14 Wireless Data User Activity Logging

The Service Provider shall log and archive all user activity routed into MFN. The Service Provider shall include in the log file a unique line entry record for each individual connection a particular wireless data device makes to the cellular network. At a minimum, each line entry shall include the following parameters (in the shown order) for each connection event:

(a.) The actual date and time of connection initiation,
(b.) unique identifier assigned to the connection device, and if different the EID, billing identifier, or other,
(c.) closed user group name (or other) the wireless user is assigned to,
(d.) IP address assigned to the device for connected session,
(e.) total uplink data amount (in bits) transmitted over the connected duration,
(f.) total downlink data amount (in bits) received over the connected duration,
(g.) duration time (in minutes) of the connected session,
(h.) wireless device's associated ten (10) digit phone number,
(i.) account number associated with the transmit/receive wireless device, and
(j.) other information as recommended by the Service Provider or requested by DMS if available from the Service Provider.

DMS shall waive (not require) items c, d, e, and f (in the list above) until the Service Provider's elects to enable that capability on their network.

The Service Provider shall capture the SUNCOM Client activity log file daily (each 24 hour period) starting (the next) and ending (the previous) capture at 12:00 a.m., simultaneously. Each capture of daily SUNCOM Client activity shall be available to DMS for a period of ninety (90) days. Upon specific request, the Service Provider shall provide the log file(s) to DMS within three (3) working days from the request date. Note: DMS prefers the log files be available via a web-server (or other) configured in such a way, DMS can download the log file(s) without requiring any assistance from the Service Provider.

Each daily SUNCOM Client activity log file shall be formatted with a delimit character so that Microsoft® Excel can import each delimited parameter into a separate spreadsheet column without issue, then capable of being sorted by the column.

The Data Direct program was designed to support customers with a need for electronic or paperless invoicing. Data Direct is a simple way to provide summary and usage data to customers in an ASCII text format.

Data Direct File / Record Format

Sprint Nextel's standard Data Direct file is offered in CSV (Comma-Separated Values) format. CSV is a delimited data format that has fields/columns separated by the comma character and records/rows separated by newlines. If required, the file can be formatted with data in fixed positions. Each record layout table in this document includes a column showing the Fixed Position for each field.

Sprint does not have a way to provide this from the Data Link systems. Please note we can provide Radius Account Information directly to the customer if they are using SHRA(Sprint Hosted Radius Accounting).

Alternative Solution Available from Sprint

The requirements of this section can be met using the Sprint Data Link Hosted RADIUS Authentication Service. Sprint's Hosted RADIUS Authentication service provides Customer a hosted username and password management solution for their remote access users. Remote users authenticate on one of two redundant Sprint AAA servers while remote access administrators facilitate username/password management, of multiple transports types, on a single Sprint hosted Remote Access Authentication System (RAAS) or tool. Authentication database: Native RADIUS, Active Directory, LDAP, any SQL-based solution.

a. Redundant Sprint AAA servers are located in Lenexa, KS, and Lee Summit, MO. The RAAS application is Oracle based and is located in a highly secure strong DMZ environment in Lenexa, KS.

b. Authentication administrators through the RAAS system will have the ability to:

   (1) Change passwords for existing users

   (2) Control the addition and deletion of users (up to the maximum limit purchased)

   (3) Control RADIUS authentication via policy management and profile groups

   (4) Reset forgotten passwords

   (5) Sprint provides authentication administrators RAAS Tier 1 support for application questions

(6) Sprint maintains the server infrastructure providing both AAA RADIUS authentication and username/password management (RAAS)

1.15 Text Message Broadcast Services

The text message broadcast service shall have a method (or mechanism) to broadcast messages (via cellular number) to single individuals or a defined group of recipients including cellular numbers not associated with the awarded contract. The service shall include broadcast message scheduling and auto-triggered broadcast messaging based on dates, an event, or other. The broadcast message once initiated shall be delivered to the recipient(s) within five (5) minutes. The broadcast service shall include a management web interface (or GUI) accessible to the agency to manage their broadcast recipients and broadcast message content.

Service Utilization Example:

FDOT is seeking an electronic text messaging mechanism to communicate information to their SunPass customers. They anticipate sending text messages such as individual account status information (e.g. low balance), road conditions, or emergency directions. The defined group of cellular phone numbers receiving the broadcast will be made-up of SunPass customers who use the messaging service.

The proposed text message broadcast system shall be, an enterprise solution, capable of supporting multiple agencies with each agency having the ability of define multiple unique broadcast recipients.

The downloadable Outlook plug-in integrates the Sprint EMG with all versions of Outlook and Outlook Express, including Outlook 7, and runs the Sprint Messenger Web Portal. The Sprint Messenger Web Portal is an easy to use, flexible application used for creating and managing messages that can be delivered via multiple delivery methods including SMS, e-mail, text-to-voice and fax, and that are sent over the Internet via Secure Socket Layer (SSL), using a proprietary XML-based Application Programming Interface (API).

There are no charges for sending these messages to Sprint users. If messages are sent to a non-Sprint user, there is a charge. The user receiving the text will be charged according to the plan they are on.

Web Portal

The Sprint Messenger Web Portal is an easy to use, flexible application used for creating and managing messages that can be delivered via multiple delivery methods including SMS, email, text-to-voice and fax, and that are sent over the Internet via Secure Socket Layer (SSL), using a proprietary XML-based Application Programming Interface (API).

Sprint has an XML API available with EMG Gateway.

Sprint EMG Protocol Support

Sprint EMG messages can be up to 500 characters and supports the following protocols

- **SNPP** – Provides 2-way messaging support, including delivery receipts, to appropriate receiving devices over the Internet. As an industry standard protocol, SNPP is based upon the SNPP specification RFC 1861 – Simple Network Paging Protocol – Version 3 – Two Way Enhanced.

- **WCTP** – Provides 2-Way messaging support including delivery receipts over the Internet, both with and without SSL. WCTP is based upon WCTP specification version 1.3

- **SMPP** – Provides 2-Way messaging support including delivery receipts over the Internet. SMPP support is based upon SMPP specification version 3.4.

Note: If the messages are sent to a government employer then there is no cost. If to a non-government employee (SUNPASS user as described in the example) there is a cost for the message.

Sprint Enterprise Messaging Gateway Description

The Sprint Enterprise Messaging Gateway (EMG) provides a single point connection for text messages onto both the Nationwide Sprint and Nextel National Networks to enable State of Florida employees to keep connected, bridging the fixed and mobile workforce. TeleMessage, a universal messaging service provider founded in 1999, provides the Sprint EMG. Its technology partners include Microsoft HP, IBM, Sun, Intel, and Oracle among others. With Sprint EMG, State of Florida mobile workers can receive messages from State of Florida systems and or employees, thus enhancing productivity.

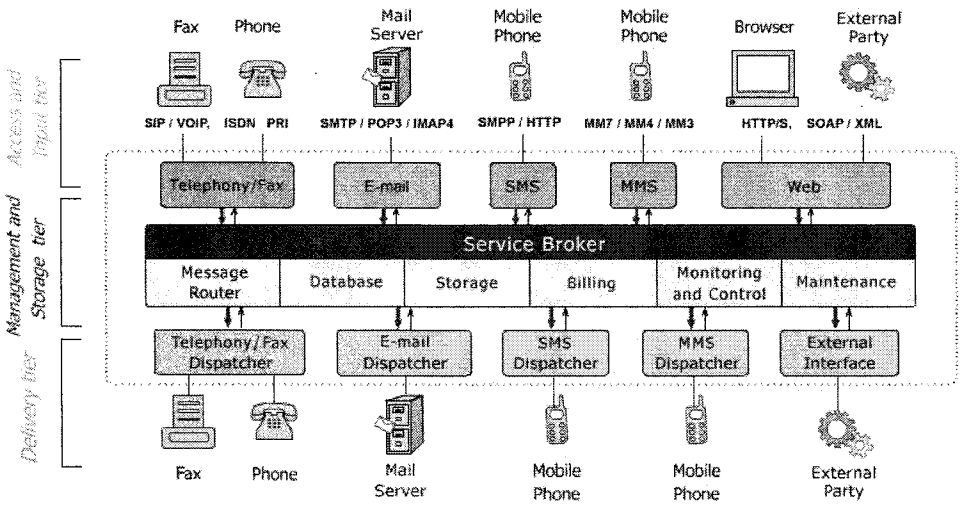
System Architecture

The Sprint EMG works as follows:

Message sent to EMG from an application.

EMG intelligently processes, organizes, formats and tracks each message and its responses.

EMG delivers the message to the device(s) specified by the customer and collects a response if appropriate.



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Web Portal and Outlook Plug-in

The downloadable Outlook plug-in integrates the Sprint EMG with all versions of Outlook and Outlook Express, including Outlook 7, and runs the Sprint Messenger Web Portal. The Sprint Messenger Web Portal is an easy to use, flexible application used for creating and managing messages that can be delivered via multiple delivery methods including SMS, e-mail, text-to-voice and fax, and that are sent over the Internet via Secure Socket Layer (SSL), using a proprietary XML-based Application Programming Interface (API).

The Outlook plug-in uses Exchange GAL and Outlook and enables State of Florida users to utilize the same contacts they use for their e-mail messages and can support up to 5,000 entries that can be organized into distribution lists or individual entries. The Outlook plug-in integrates completely with Outlook, messages so they appear in the Web Portal just as if they were in Outlook. This makes it easy for State of Florida users to compose messages in a variety of formats, send to a variety of destinations, and check delivery status and receipt all from their mobile devices without having to invest time, IT resources or money for any additional training or support. The Sprint Messenger Web Portal is accessible at http://messenger.sprint.com and requires login credentials.

Connection Process

The Sprint Enterprise Messaging Gateway requires authentication. Authentication requirements vary depending upon access method.

- **SMPP** – Requires persistent connectivity via a VPN, Frame Relay or ATM.

- **SNPP** – Connectivity can be provided over the open internet, VPN, Frame Relay, MPLS or ATM.

- **WCTP** – Connectivity can be provided over the open Internet, both with or without SSL, via VPN, Frame Relay, MPLS or ATM. (This will be provided at the time their credentials are provided)

1.16 Messaging Logging Service

All messages (transmit/receive) shall be logged upon the end-user's request (order submittal). The Service Provider shall capture a unique message log file daily (each 24 hour period) starting (the next) and ending (the previous) capture at 12:00 a.m., simultaneously. The Service Provider shall provide the previous month's daily logging files to the end-user within the first ten (10) days of the month by electronic data transfer and electronic storage media (DVD, CD, etc.). It shall be required the logging files be available for a period of sixty (60) days via a web-server configured in such a way, the records can be downloaded without requiring any assistance from the Service Provider. The log file shall be formatted so that the files can be import into an electronic spreadsheet without issue and capable of being sorted by device identifier, user account number or other identifier as listed below. The log file shall include for each message (at a minimum) the listed identifiers.

(a.) Minimum Identifiers, Content and Network:

(b.) Handheld device identifiers;
(c.) associated user account number;
(d.) message send date/time;
(e.) message receive date/time;
(f.) message content, sent;
(g.) message content, receive;
(h.) wireless network identifier;
(i.) other information as recommended by the Service Provider or requested by DMS if available from the Service Provider.

The message log file shall have a unique line entry which contains the listed identifier fields separated by a delimit character such as a comma (,).

DMS is aware that some handheld devices support PIN–to–PIN transmitted off-net* messages which may not traverse the Service Provider's network.

*In this instance an "off-net text message" is defined as: any transmitted or received text message that does not transverse and/or cannot be logged using the Service Provider's network facilities.

DMS waives the requirement that all wireless device messages be logged until the Service Provider elects to enable this functionality on their network and limits this requirement to devices that are message logging capable as identified by the Service Provider.

This capability is currently only available on a limited number of Sprint devices. This service requires an application to be loaded on the wireless device. Standard (non smartphone) devices are not currently supported. Network supported text logging could be provided in the future but is undetermined at this time. If text logging is required, the end-user would have to select a "text logging" capable device and load the applicable software.

All SMS messages sent from smartphone devices are captured at the time of transmission and made available online to authorized users. The devices that are txt logging capable are identified in product catalog.

With an application loaded on the device, every message can be captured upon send or receive of smart phones and can be provided. Pictures can be stored but will require additional set up to support volumes of JPG, WAV files and other type media files.

With the Logging Application, all messages are available online too authorized users. Sprint has the ability to auto-generate an output of all messages to be delivered electronically within the specified timeframe AND which can be burned to DVD by Sprint or by the State of Florida, if required. All SMS but not MMS messages sent and/or received are stored on the system for a minimum of 12 months. All captured SMS and MMS messages can be exported sorted by device identifier, user account number or other identifier as listed.

Virtually any messaging technology can be rolled into Sprint's solution. In addition, the Sprint's solution also captures the content of all PIN-to-PIN messages sent or received. Sprint currently supports the most common carrier provided messaging technologies: SMS, MMS and PIN-to-PIN.

Sprint additionally maintains the number TYPE (long Distance, local etc.), the Signal Strength of the device at the time of send or receive, the GPS location (if GPS is enabled on the device) and a Message Type. Outside of messaging, Sprint also logs all applications and contacts that are

resident on smartphone devices, providing migration tools for device replacement. Sprint tracks data and voice use. Thus, this can be proactively measured against the carrier's invoice.

1.17 Geographical Device Tracking Service

The geographical device tracking service shall have a method (or mechanism) to track individual wireless devices within the State of Florida. The device's location shall be tracked utilizing latitude and longitudinal (Lat-Long) coordinates. It is desired the device logging interval be a parameter controlled by the SUNCOM Client but if not possible, the Lat-Long coordinate shall be logged on a defined interval in minutes continuously during designated time periods. The logged information for each individual device shall be electronically stored and maintained by the Service Provider for a period of thirty (30) days. A daily record (electronic file) of all logged devices activity shall be provided to DMS via agreed upon electronic transfer protocol daily and/or upon request. The Service Provider shall provide the total data file at the end of the applicable month. The Service Provider shall also provide API access to its network services via a Web-services framework to enable DMS to develop application or to integrate with other applications. The longest time interval between location attempts that Sprint would impose for a given device is 10 minutes.

The geographical device tracking service shall include a management web interface (GUI) accessible to the SUNCOM Client that shows relevant devices' general location in real-time. The web interface shall plot individual device day history locations, and real-time location on an electronic Florida road and county map. The mapping software shall be capable of filtering based on a defined group of devices or a single unit.

The Service Provider shall identify all devices in their product database that support the geographical tracking functionality noting the degree of accuracy for each or provide a website that contains this information. Any device not supporting geographical tracking functionality shall be noted on the Service Provider's ordering interface (the tracking feature option shall be disabled for ordering purposes), and the Product Catalog submitted to DMS. In lieu of a product catalog, Sprint shall provide a website that list all CDMA devices launched in 2006 and beyond that are certified for all Location Based Services (LBS), as well as many prior to that date. Existing devices can be found at www.sprint.com/phones.

Regarding degree of accuracy, under the same conditions there will be similar degree of accuracy regardless of device type. Sprint shall use the best available technology to obtain the location fix. The level of accuracy is environment driven. For example in-building, where GPS positioning is blocked The Service Provider shall provide terrestrial positioning (AKA: tower triangulation). Along with the location value the uncertainty value of the location fix in meters indicating the quality of the location fix shall also be returned. Due to network assistance Sprint GPS receivers typically perform better at lower signal levels than stand-alone GPS units.

The Service Provider shall not provide the SUNCOM Client with the option to activate geo-tracking services via the Service Provider's ordering interface prior to DMS notifying the Service Provider the SUNCOM Client has established a geo-tracking billable account. Upon receipt of the DMS notification, the Service Provider shall activate the SUNCOM Client account to allow them to activate geo-tracking for the devices managed under the account. Once tracking has been activated, the Service Provider shall electronically notify the SUNCOM Client via the tracked device that device tracking has been enabled.

The geo-tracking service shall permit SUNCOM Clients to activate (or deactivate) tracking of the subscriber supported device. It is desired that the subscriber shall be able to pick the start and stop times (e.g. starting at 7:00 AM and ending at 6:00 PM to track strictly during the business day) and the frequency of Geotracking sampling. The sample frequency options available to them for

collecting the tracking data should include interval ranges of at least fifteen (15) minutes, thirty (30) minutes, one (1) hour, and once daily. Meeting this requirement is driven by specific application and logic on the handset. Certain applications such as Actsoft, Telenav, or Xora can provide clock-in/clock-out capability within their third party application. Geofence triggered tracking may also allow for start/stop as a user enters a defined geofence area. These functions will depend on the third party application that is selected. Sprint also provides API access to its network services via a Web-services framework to enable DMS to develop application or to integrate with other application.

The Service Provider shall send a real-time notification message to DMS every time the SUNCOM Client activates (or deactivates) geo-tracking on a device. The message will contain the:

(a) SUNCOM Client's account number.

(b) User ID, name, and email address of the person making the change.

(c) Choices made by the SUNCOM Client:

1. Device ID (phone number and data device identifier

2. Start-Stop times

3. Sampling frequency

Exception: Sprint takes exception to (a) through (c) 3 above. The reporting and notification capabilities available are highly dependent on the end solution that is chosen. Sprint does not provide this level of notification, but specific notifications can be determined by the chosen third party application.

The Service Provider shall compile all of the location records collected in the previous 24 hours into one file and electronically transfer the file report to DMS daily. Each record will contain the following:

(a) Device ID (phone number or data device identifier)

(b) Twenty-four (24) location history with location (Lat-Long),date and time for each unique sample entry.

Exception: Sprint takes exception to items (a) through (b) above. Sprint does not offer this as a standard offering but could be offered by a third party provider.

As a part of the same transaction, the Service Provider will supply a summary showing how many records are included in the record file. DMS shall verify the number of records equals the summary and ask the Service Provider to resend the batch file or summary if a discrepancy is noted. If a discrepancy is found, DMS shall provide the Service Provider an exception report and shall not pay for records outside of what was requested (i.e. absent of proof and reconciliation).

The regular monthly invoice from Service Provider shall include a charge for all of the tracking records supplied to DMS for the prior month. The tracking data supplied daily shall be used as the invoicing detail (substantiation of the invoice) thus the total charge shall equal the number of valid records (i.e. complete records within the parameters the customer requested) DMS tallied during the month. A compilation of the daily summary amounts is the quantity that shall appear on the vendor invoice.

Sprint Business Mobility Framework Overview

Sprint Business Mobility Framework allows State of Florida to locate, track, direct, message, and share information utilizing Sprint's Network capabilities, an enterprise IT application environment, and mobile workforce devices or assets:

- **Location Services (Cell Sector Location and Precision Location)**: Sprint uses cell/sector, Assisted Global Positioning Systems (A-GPS, satellite-based) and Advanced Forward Link Trilateration (AFLT, tower-based) capabilities to deliver fast and accurate location data
- **Presence Services (Presence and Presence Notifications)**: Sprint uses Presence (current "on" or "off" status of device) and Presence Notifications (change in status) capabilities to deliver status information for authorized Sprint PCS 3G devices.
- **Alert Services (one-way text messaging)**: Sprint uses SMS (text) and Play Voice XML (voice) capabilities to deliver messaging options through the Sprint Business Mobility Framework gateway

Sprint Business Mobility Framework Permits

1. State of Florida develops applications based on your specific requirements or purchases an application pre-certified on the Sprint network. Sprint shall help State of Florida identify existing applications or other third party applications eligible for integration with Sprint Business Mobility Framework.
2. The State's IT staff or a System Integrator can integrate the State application(s) through a secure SSL connection.
3. State of Florida purchases or utilizes existing GPS-enabled devices, and purchases individual Sprint Business Mobility Framework services, based on the application requirements and frequency of use.

Sprint Business Mobility Framework Solutions Includes:

- **Sprint Mobile Locator** - Sprint-branded location application with location presence and messaging services in a bundled product solution; a solution designed for customers requiring basic location and mapping services to improve the productivity of their mobile workforce.
- **Field Service Automation** - Provides mobile technicians with access to software designed to automate core business processes and coordinate work orders.
- **Field Force Management and Sales Force Automation** - Allows businesses to reduce expenses associated with transport and delivery of products and services through improved monitoring and management of mobile employees. This category includes Sales Force Automation (SFA) solutions that extend CRM software to sales personnel for pre-sales and post-sales activities in an organization.
- **Fleet Management** - Monitor and manage assets and equipment and include location services (monitoring/tracking, routing, mapping, traffic weather alerts); work order management (record shift times and breaks, capture job and work order information, expense reporting), and dispatch functions (job order scheduling).
- **Asset Management and Tracking** - Monitor and track high-value assets using specialized devices.

Technical Functionality Details

Account management is enabled through the consumer web portal. Application developers use Application Protocol Interface (API) hooks through Software Development Kits (SDK) provided by Sprint.

- Precision Location (Includes AGPS and AFLT) provides the latitude and longitude of a device along with an accuracy estimate (accurate within 5-300 meters depending on conditions).
- AGPS (Assisted GPS) determines location utilizing Sprint Infrastructure and Satellites. Line of sight to three satellites is not required as in regular GPS technology, but two satellites must be visible for a precise AGPS fix.
- AFLT (Advanced Forward Link Trilateration) determines location through the phone by taking measurements of signals from nearby cellular base stations (towers) and reporting the time and distance readings back to the network. The network then calculates an approximate location of the device. In general, at least three surrounding base stations are required to get an AFLT position fix.

Cell Sector Location provides the latitude and longitude of a device (accurate within the signal zone of a CDMA tower). The device location is within a wedge-shaped cell sector, much faster than precision location, more accurate in urban areas than rural areas.

Presence Services

Presence provides a status indicating whether the device is on or off.

Presence Notifications alerts the application when a device is turned on or off. Security parameters are in place to ensure only authorized users can access presence information.

Alert Services

SMS Alerts (Text Messaging) enables application server to send a text message easily to a device.

- State of Florida can send an SMS message to a single device or up to 20 Sprint PCS 3G devices at one time.
- The Play Voice XML version supported by BMF is 1.0.

Sprint Business Mobility Framework Manager

Sprint Business Mobility Framework Manager provides self-management portals with integrated application and privacy management:

Administrative Portal

Your Telecommunication Administrator's Portal:

- Provides a web-interface to manage which applications can use Sprint Business Mobility Framework services and which devices those applications can query
- Enables Sprint and third party administrators to manage applications and ensure applications can only query devices that have given them permission
- Provides a number of management features including Work List, TPA Management, Device Management, and Group Management

Consumer Portal

The Consumer Portal allows Sprint PCS Vision subscribers to manage permissions to location and presence applications made available to them by third party providers. Individual subscribers can:

- View, accept, and reject application invitations
- Create and cancel subscription requests to applications
- Block applications from sending invitations
- Change personal preferences such as disabling text messaging or administrative authorization

Certified Sprint Business Mobility Framework Partners for Application Development

Sprint Business Mobility Framework provides a software development environment with highly interoperable web services. Sprint has integrated with multiple developers. State of Florida can access detailed information on our certified partners at www.sprint.com.

1.18 Wireless Device Apps-Store

The Service Provider shall provide an Apps-Store for wireless handheld device applications. The Apps-Store shall have a web-based interface for wireless device applications development and functionality to disseminate applications to the mobile device. The Apps-Store shall be provisioned with a state accessible and public accessible partition with public access to the state partition restricted. The Apps-Store shall be a turn-key solution with all software, hardware, and data transport links provided and maintained by the Service Provider for the term of the Contract.

Sprint Nextel Corporation offers the "Business Applications Marketplace" solution to the Application Store requirement in this section. The "Business Applications Marketplace", provides Business and Government Agencies with Mobile Productivity Applications from a range of providers covering all major Mobile Device Operating Systems.

The Business Applications Marketplace will operate as an extension of the suite of legacy Sprint Billed Solutions. The Business Applications Marketplace provides:

- Business Mobility Applications for all Mobile Device Operating Systems
- New Mobile Productivity Applications will be continuously added to the "Marketplace"
- All Applications ordered through Sprint will be billed as part of your Sprint Nextel Wireless Services monthly bill.

The Business Applications Marketplace shall provide the State of Florida if they wished to use this service to bill for the Mobile Applications that have been developed by the State. There is a set up process for this "Marketplace" that can be delivered for review, if necessary. From a process standpoint, the State of Florida would deliver the application – Sprint would bill the end-user, and then remit payment to the appropriately identified State Agency.

1.19 Coverage Maps (Voice and Data Web GUI)

Within forty-five (45)-days from the contract execution, the Service Provider shall complete development and make available a "coverage map" webpage accessible via the wireless cloud and the Internet. The Service Provider shall maintain and update the wireless service webpage as required or directed by DMS at no additional cost. The Service Provider shall furnish a dedicated Internet accessible web GUI application database containing current non-proprietary, coverage maps to validate the counties, or portions thereof, where they have wireless voice and data services operating and providing reliable services, 24x7x365. The outdoor coverage maps should be detailed (marketing maps are not acceptable) and accurately reflect the reliable voice and data service areas. The Service Provider shall provide detailed in-network (no roaming) voice and data services coverage maps for the State of Florida, with a detailed overlay of counties and major highways.

The coverage maps shall include a statewide map and county-by-county maps, sixty-seven (67) in total. The map must include a reference to the propagation software used and be in compliance with accepted mapping standards. Detailed engineering propagation maps are not required (at this time). The maps shall differentiate voice and data coverage areas. The Service Provider shall highlight any areas on the coverage maps where roaming charges for voice or data will be incurred. The Service Provider shall include, on the services webpage, a listing of all counties within the state where they currently have wireless service available with the coverage percentage for each. Counties with no coverage shall be listed with a comment stating "no coverage available." After the contract award and as service areas are expanded by the addition of new transmission facility sites or other capabilities, the Service Provider shall update the coverage map database to accurately depict the Service Provider's wireless service area as required. The coverage maps shall be available, via the Internet, to potential SUNCOM Clients, and used to determine the best Service Provider's coverage area for a particular geographical area within the State of Florida. It is desired that a continental United States coverage map also be included.

The coverage maps shall include a statewide map and county-by-county maps, sixty seven (67) in total.

Sprint shall provide files to Florida in a digital format for use in their GIS system.

DMS waives the requirement for static coverage as long as: Sprint provides and maintains a wireless coverage GUI on the public Internet accessible to DMS and the end customer.

http://coverage.sprint.com/IMPACT.jsp

1.20 Roaming

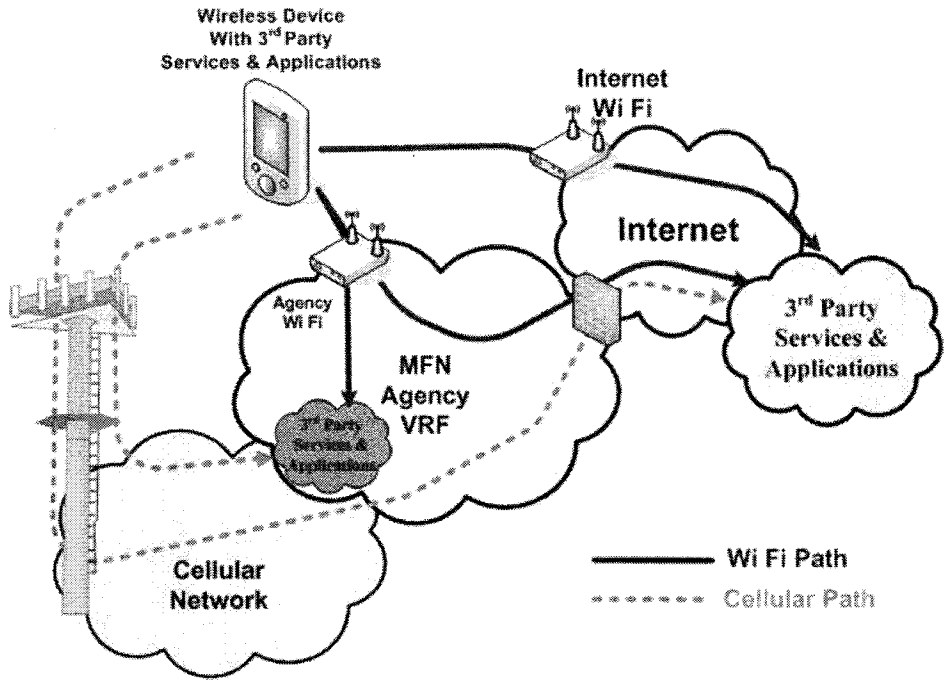
There shall be no additional roaming cost associated with a user account within the State of Florida. There shall be no roaming charge incurred by end-user accounts within the Service Provider's advertised footprint outside the State of Florida within the United States.

Sprint does not charge for roaming for voice services. Data roaming charges are applicable after the 300MB cap is exceeded both in and out of the State of Florida.

1.21 Network Neutrality

The Service Provider's network shall be a "Neutral Network" which, in this instance, shall be defined as: free of any restrictions which, degrade communication streams based on the following, including, but not limited to: particular third party service providers, communication types, communication content, application, application data, application ports, or destination site filtering by filter-list, URL, network-address, host-address, or other.

The SUNCOM end-user shall be capable of transmitting and receiving third party services and application data without restrictions such as: IP traffic throttling, blocking mechanisms, or other network traffic control schemes which queue, shape, differentiate or degrade the associated communication stream in any way. While connected to the Service Provider's cellular network (via transmit/receive device), the wireless IP data mode of communication shall not be restricted, blocked, or governed by the Service Provider to hinder or prevent the execution of third party services or applications. The Service Provider shall not block, restrict, impede (degrade), or negatively influence the communication stream of a third party service (or application) which may (or may not) include services (or applications) that compete with similar services available from the Service Provider. See the diagram below.



The Service Provider shall not impede (degrade), block, or differentiate performance of third party wireless connectivity devices (data-modems, handhelds, routers, or other), which technically conform to, and are functionally compatible with, the Service Provider's wireless network. The Service Provider shall not impede or degrade any transmit/receive device's performance or any communication streams being processed by the device during a communication session.

Sprint shall not intentionally degrade network performance affecting applications not purchased from Sprint.

1.22 Priority Connect Services

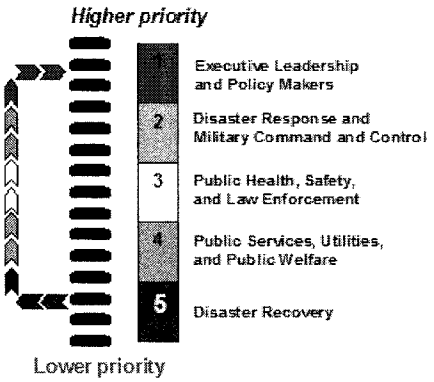
The Service Provider's wireless network shall be provisioned to support a Wireless Priority Service (WPS) scheme in compliance with the National Communications System (NCS) of the Department of Homeland Security. DMS is aware WPS is a federal program, administered by the National Communications System (NCS) within the Department of Homeland Security (DHS) that provides the benefit of priority network access for qualified government and industry subscribers that must have communications capabilities in times of national security and emergency preparedness.

DMS requires that the WPS service shall be deployed on the entire Service Provider Wireless network across the United States.

Once WPS is activated, registered users shall be capable of dialing a *three (3)-digit number to activate the priority connect feature before dialing the ten (10)-digit telephone number. The call will automatically be placed in high-priority status and will be given priority for the next available wireless channel at the originating radio access network. At this time, Sprint Wireless

supports priority features for voice traffic only. Wireless Priority Service (WPS) is offered today to Federal, State, Local, and Tribal Government's authorized personnel, providing priority access to the public wireless network during network congestion. The service is activated by dialing a code and then the phone number.

To take advantage of WPS on the Service Provider Wireless network, authorized National Security and Emergency Preparedness (NS/EP) users must first apply to the NCS to receive this service, by visiting the NCS' website at http://wps.ncs.gov/ . Once NCS confirms eligibility, the NCS will then notify the Service Provider that the official request has been approved for WPS and that the service can be added to the user's account. Users may also contact the DMS Product Manager, the Service Provider's Account Manager or the WPS Activation and Support department at 877-262-2950 for further information. Additional information regarding the WPS program can be obtained by visiting http://wps.ncs.gov.



Priority Connect Feature Gives the "Right of Way" to Emergency Communications and is Compatible with National Communications System (NCS) Escalation Categories

Only individuals in NS/EP positions are authorized to use of WPS. Five categories have been established in order to identify critical NS/EP leadership functions and determine eligibility. The NCS will be the decision maker on those subscribers that are and are not eligible for WPS service.

a. Executive Leadership and Policy Makers
b. Disaster Response/Military Command and Control
c. Public Health, Safety and Law Enforcement Command
d. Public Services/Utilities and Public Welfare
e. Disaster Recovery

WPS is invoked by dialing *272 prior to the destination number:

- WPS is an enhancement to basic cellular service that allows NS/EP calls to queue for the next available service channel
- IOC provides queuing on the origination of the cellular call
- FOC will provide handling from origination, through the network, to the called destination

Customers must have leadership roles in NS/EP to use WPS. Key requirements are as follows:

- Customer must be a Sprint subscriber

- Customer must request WPS service at http://wps.ncs.gov/ or call 1-866-NCS-CALL to apply
- NCS will inform Sprint of those subscribers approved for WPS and at what Priority Level
- Sprint cannot add, delete or modify a WPS subscription without NCS consent

Emergency Group Connect

Emergency Group Connect, also known as "ruthless preemption," provides network resources to specific subscribers during times of congestion. When Emergency Group Connect is initiated, all other Direct Connect calls occupying the channel are preempted to allow for the call to be completed. The emergency calls are initiated from handsets equipped with an emergency button. The emergency transmission is prioritized to a priority level of 0 and sent over the active channel, preempting all other calls that would have otherwise prevented its transmission. All active members of the user's talkgroup (including the dispatcher) immediately switch into a special emergency talkgroup and the Emergency Group Connect session begins. Emergency Group Connect is available on all iDEN handsets; however, the i325IS is the only handset that can initiate the call.

1.23 Test Plan (applicable to wireless data component)

The Service Provider shall be responsible for testing the wireless data transport system to ensure proper performance as required as part of this contract. All wireless service system testing shall be coordinated with and approved by DMS and/or the applicable SUNCOM agency applicable to this contract. The Service Provider shall be responsible for testing each component of the wireless data service system including wireless modems (before and after installation, if requested by the SUNCOM agency), transport NNI, transport NNI failover, and closed user group configurations. The Service Provider shall develop and submit to DMS for approval a test plan and demonstrate successful IPSEC NNI failover testing for each NNI tunnel between the primary and secondary IPSec VPN appliances before SUNCOM service orders shall be permitted. All test plans and testing shall be coordinated with and approved by DMS. The test plan shall be applicable to the contract elements only. The test plan once approved by DMS shall be contained within the MCS Operational Guide.

1.24 Data Monitoring Tool Suite

The Service Provider shall make available to DMS and the end-user a GUI tools which support administrative management of user accounts (e.g. activate or deactivate device), monitor per-user usage, track user activity, and monitor service agreed upon SLAs. Also, provide a list of GUI tools capable of troubleshooting user problems, monitor malicious activity, customer defined event notification, and excessive usage notification alarming as defined by the customer. The GUI tool suite shall be integrated into the DMS SUNCOM portal and made available to the DMS NOC and end customer. The tool suite shall be configurable and provide DMS functionality to monitor all user accounts while limiting the end customer to their particular users.

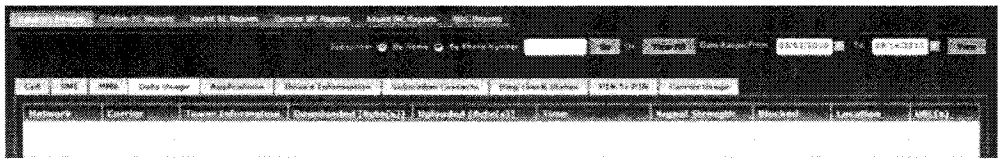
Exemption: *The Sprint solution to this requirement only supports selected smartphones and requires an appliance to be loaded. The solution* ***does not*** *support aircards or non-smartphone type devices.*

Sprint shall provide a Data Monitoring Tool Suite that is very configurable that shall be made available to DMS NOC and end customer staff. With these tools, the State of Florida shall have the ability to monitor all smartphones on the account and to easily restrict end customer access.

The tool provides the required management functionality for smartphone data and the following other aspects of wireless use management.

GUI Based Monitoring Tool

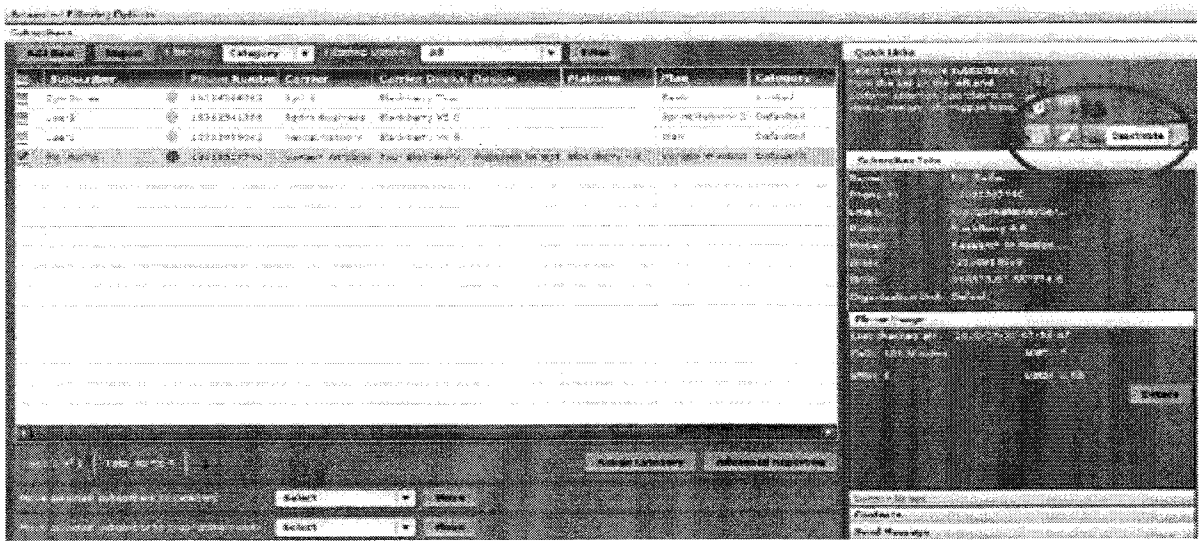
The tool provides the following GUI based Smartphone Data Monitoring tools and related functionality.



Smartphone Data use is recorded along with the following information:

- Network
- Carrier
- Tower
- KB Downloaded
- KB Uploaded
- Time
- Signal Strength
- Blocked Y/N
- Location
- Any associated URL
- The flowing are specific requirements in the stated section and our response:
- End-user GUI tools which support administrative management of user accounts (e.g. activate or deactivate device)

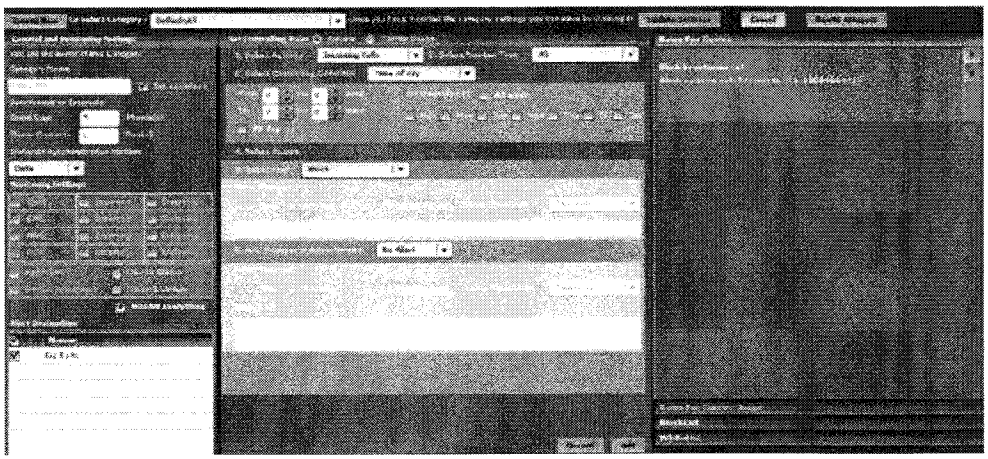
The tool provides a GUI based set of tools for administering the management of lines. In addition to being able to DEACTIVATE a Smartphone device, you can control many aspects of how Smartphone devices are used. At a minimum a user has the ability to Deactivate, Lock, Wipe, Kill and track a Smartphone device.



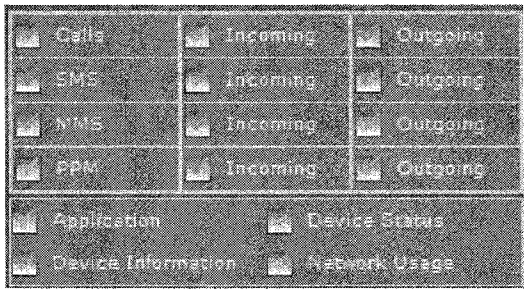
Additionally, a user has the ability to control many of the aspect of how Smartphone devices are used. Profiles can be established that provide the following controls at a minimum:

- Limit the amount of data use before a Smartphone device ceases working
- Restrict Smartphone International Use
- Send out alerts based on amount of Smartphone data used, sites visited etc.
- Block access to certain sites or restrict who a user can exchange data with

All profiles can be adjusted by different parameters, for example time of day. The State of Florida has the ability to restrict a Smartphone user from visiting facebook during business hours if so desired, but allow such access after a set time, for example 6pm.



The tools have the ability to provide GUI based tools to monitor Smartphone use on a per line bases. Monitoring can be set for Incoming and Outgoing Calls, SMS, MMS and PIN to PIN Messaging (PPM). Additionally the tools can monitor Applications Device Information (SIM ID, ESN Etc.), Status (On, Off etc.) and Smartphone Network Usage.

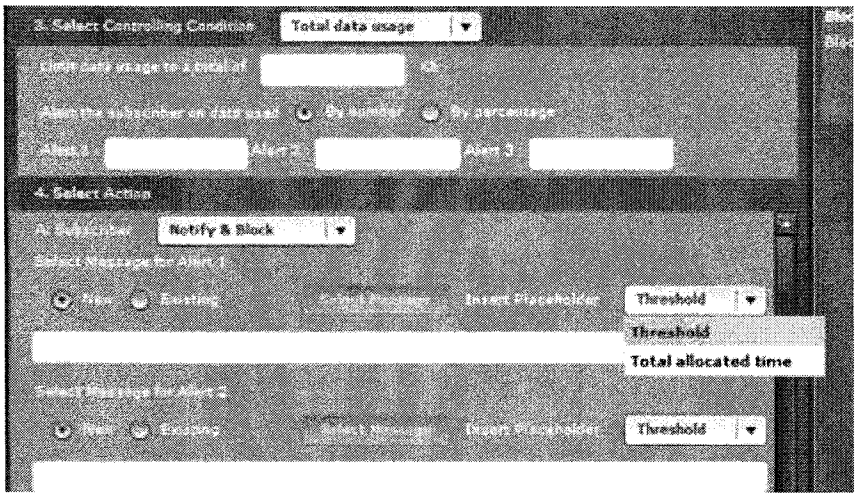


Smartphone user activity can be tracked if any of the above monitoring options are selected. Additionally, if GPS is enabled, a location can also be provided for specific calls, messages or data use. The typical SLA items that can be tracked are coverage.

Monitor malicious activity;
All Smartphone calls, messages and data use are logged. Malicious activity can be tracked and quickly identified. Once messages are in the system, we provide key word filtering for malicious activity identification and tracking.

Customer defined event notification, and excessive usage notification alarming as defined by the customer;
An example GUI interface is provided below. The system provides a very robust facility for defining events for notification. Minimally, Smartphone users can set notification for the following:

- Specific data use
- Non use
- Hits on specified URL's
- Messages sent to specific numbers
- International or other location based alerts



The GUI tool can be integrated into the DMS portal, the method of integration will depend on the technology deployed. At a minimum a link, tab or other input can be associated. Single sign on is also desirable.

Sprint is proposing a Smartphone Data Monitoring Tool Suite that is VERY configurable and can be made available to DMS NOC and end customer staff .The users can access the information thru a link thru Oasis in the mobility section. They will be able to see a dashboard of items as it relates to the monitoring of the Smartphone device, it does not work on non-smart phones. With these tools in place, the State of Florida will have the ability to monitor all smartphones

Note: Embedded devices will depend on whether the application can be loaded on the device and has the capability for interaction monitoring. Aircards only if they are in a laptop and the application actually loads on the laptop, not the Aircard.

1.25 Voice Monitoring Tool Suite

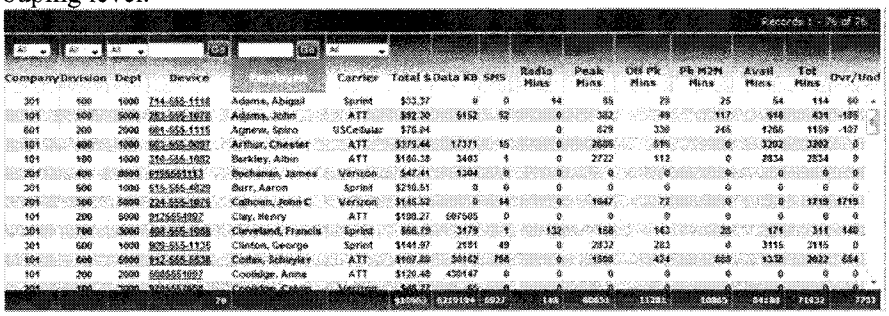
The Service Provider shall provide a web-based tool capable of monitoring Smartphone voice account information, usage minutes, calling activity, activation/deactivation functionality, overage alerts, and service area outage information. The tool suite shall be integrated into the DMS SUNCOM portal and made available to the DMS NOC and end customer. The tool suite shall be configurable and provide DMS functionality to monitor all Smartphone user account while limiting the end customer to their particular users.

Exemption: *The Sprint solution to this requirement only supports selected smartphones and requires an appliance to be loaded. The solution* ***does not*** *support non-smartphone type devices.*

The monitoring tools provide a web interface giving the State of Florida the ability to monitor smartphone voice account information including usage minutes. At the account level, many aspects of the Smartphone wireless use are tracked. At a high level the following common items are available:

- Total Voice Minutes
- Peak Minutes
- Off Peak Minutes
- Peak Mobile To Mobile Minutes
- Available minutes
- Minutes over/under plan allowance
- Radio Minutes
- Incoming Minutes

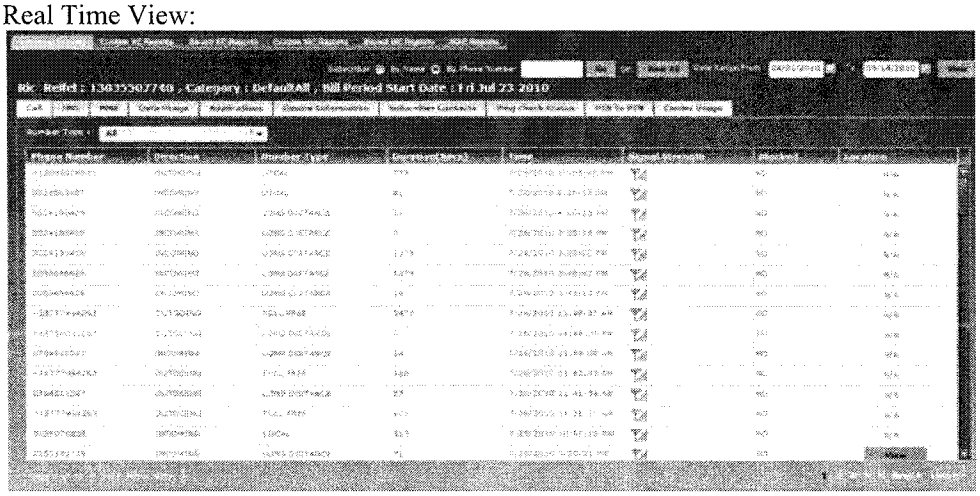
All of the above are tracked at the line level and are available for reporting at the line, account or another grouping level.



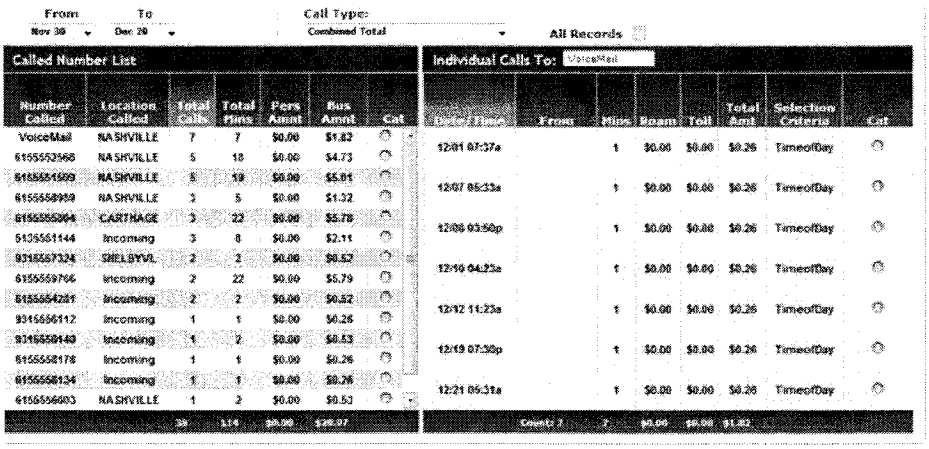
Company	Division	Dept	Device	Employee	Carrier	Total $	Data KB	SMS	Radio Mins	Peak Mins	Off Pk Mins	Pk M2M Mins	Avail Mins	Tot Mins	Ovr/Und
301	100	1000	714-555-1116	Adams, Abigail	Sprint	$53.37	0	0	94	55	29	25	54	114	60
101	100	5000	203-555-1078	Adams, John	ATT	$92.30	5152	52	0	382	49	117	446	434	-195
601	200	2000	601-555-1115	Agnew, Spiro	USCellular	$76.04			0	829	330	245	1266	1159	-107
101	400	1000	901-555-0027	Arthur, Chester	ATT	$373.44	17371	15	0	2686	616	0	3302	3302	0
101	100	1000	310-555-1082	Berkley, Albin	ATT	$160.38	3403	1	0	2722	112	0	2834	2834	0
201	400	8000	6155551111	Buchanan, James	Verizon	$47.41	1304	0	0	0	0	0	0	0	0
301	500	1000	615-555-4020	Burr, Aaron	Sprint	$210.51	0	0	0	0	0	0	0	0	0
201	300	5000	224-555-1075	Calhoun, John C	Verizon	$146.52	0	44	0	1647	72	0	0	1719	1719
101	200	6000	912555-1007	Clay, Henry	ATT	$198.27	597505	0	0	0	0	0	0	0	0
301	700	3000	408-555-1068	Cleveland, Francis	Sprint	$66.79	3179	1	132	158	163	28	171	311	140
301	600	1000	909-555-1125	Clinton, George	Sprint	$141.97	2591	49	0	2832	283	0	3115	3115	0
101	600	5000	312-555-6538	Colfax, Schuyler	ATT	$107.89	54162	756	0	1566	424	668	1532	2022	664
101	200	2000	6665551007	Coolidge, Anna	ATT	$120.48	458147	0	0	0	0	0	0	0	0
301	100	3000	9165551004	Coolidge, Calvin	Verizon	$48.37		0	0	0	0	0	0	0	0
			76			$10965	6219184	6037	186	40651	11281	10865	51184	71632	7793

All Smartphone calls are tracked and recorded as they happen. Additionally all calls recorded by the carrier are tracked for comparison purposes.

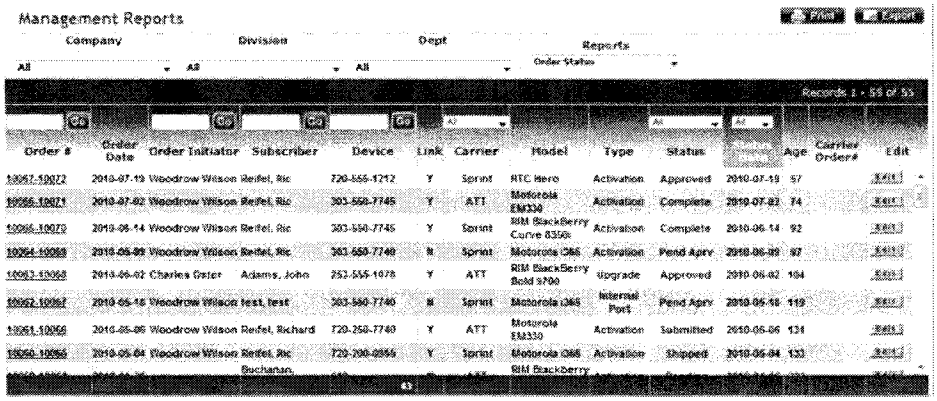
Real Time View:



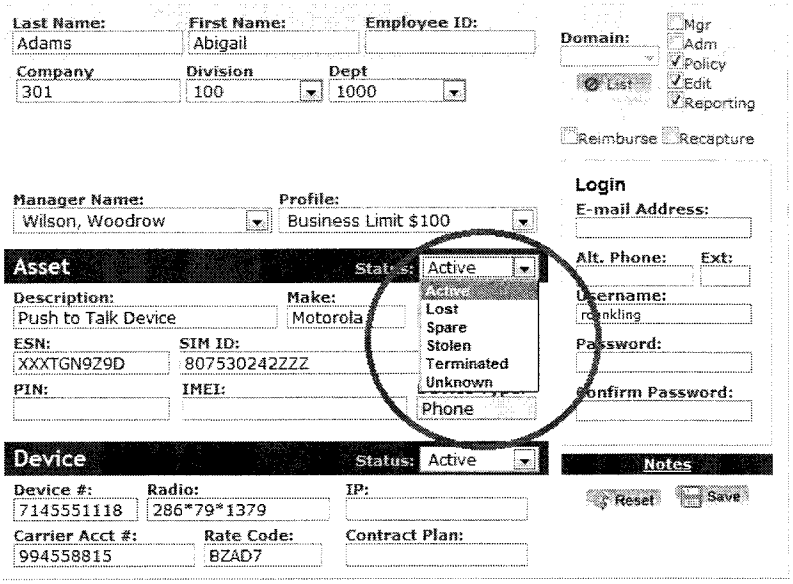
Carrier Data View:



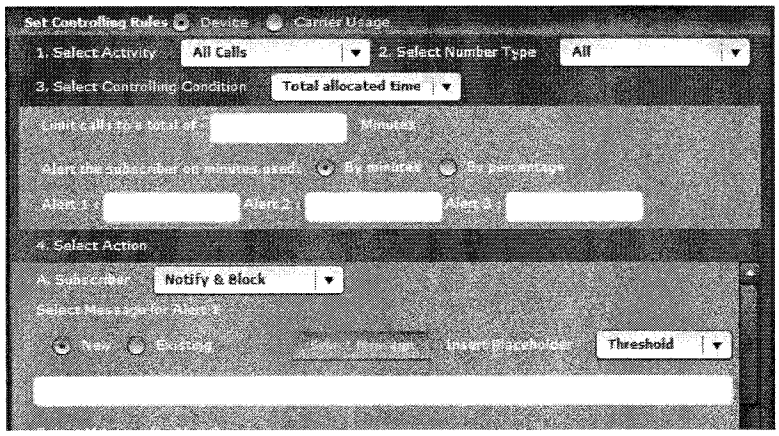
The system tracks all new Smartphone Activations and Deactivations processed in our ordering tool.



The system also provides a tracking mechanism for the STATUS of all lines, including ACTIVE, TERMINATED, LOST, SPARE, STOLEN, etc. Additional Status's can be added by the client.



Reports and alerts can be set for real time use or historical. For real time alerts, thresholds would be set by line or group of lines, and alerts would be triggered based on exceeding the threshold. As is shown here, the total allocated time threshold can result in one or several alerts.



The Sprint Accounts Portal is an interactive website that provides access for key DMS personnel to wireless network performance information. Network health information will be available such as:

- **Reporting on the health and welfare of the network:** Users can view a national map depicting blocked call rates, dropped call rates, call success rates and the number of call attempts by city or by tower.
- **Application Status:** Shows status of specific applications over 8-hour time-frames. Color-coding indicates health of specific wireless applications.
- Service Alerts: Displays a list of major service alerts, both current and over the past 24 hours.
- **Real-time outage status:** Provides text message notification of network problems or service outages.

- **Scheduled maintenance events:** Provides a high-level description of scheduled hardware/software maintenance events and upgrades that are customer impacting.
- **Monitoring of specific sites:** Users can enter a list of cell sites of interest, enabling quick access to specific information.

The Accounts Portal shall provide the State the Florida with the most accurate, up-to-date network performance tools.

The tool suite shall be integrated (or at minimum a link) into the DMS SUNCOM portal and made available to the DMS NOC and end customer. The tool suite shall be configurable and provide DMS functionality to monitor all Smartphone user accounts while limiting the end customer to their particular users.

1.26 Voice Handheld Devices

The Service Provider shall provide at least one device in each of the following categories throughout the life of the contract:

- **Conventional Device:** a standard voice handheld device with integrated data functionality. This phone shall be Full-duplex, Digital, and Multi-mode: The term multi-mode designates a phone that supports the frequency bands utilized by the Service Provider's wireless network. These phones shall feature full duplex digital technology, mobile to mobile, and PSTN interconnect operation. This type phone shall be offered as the basic phone for all new subscribers as part of the service package.
- **Push-to-Talk (PTT) Device:** a PTT voice handheld device with integrated data functionality. This phone shall have combined the functionality of a Conventional Device (above) with Push-to-Talk (PTT) operation between mobile units.
- **Premium Type Device:** a premium handheld device with integrated data functionality such as iPhone®, Droid®, or Blackberry®.

1.26.1 Minimum Requirements

All voice handheld devices shall meet or exceed the following minimum requirements:

a) 12-button (or simulated) keypad (0-9, *, #) in handset
b) 50 number memory, 16 digits (minimum) per number stored.
c) Support Text, SMS, and MMS messaging
d) Controls and indicators as required to:
e) Originate and receive calls control,
f) Power On/Off,
g) Call in Progress (In Use),
h) No Service,
i) Battery Status,
j) Roaming or Home area service,
k) Character display with memory recall of all stored digit,
l) Call log showing missed calls, dialed calls, and received calls,

m) Auto redial,
n) Ring silence or vibrate settings,
o) Volume control,
p) An On/Off switch, and
q) PTT button as applicable to operation mode
r) Rechargeable battery, AC charger, and associated antenna(s) included

1.27 Data Transmit Devices

The Service Provider shall provide at least one data transmission device each commercially available form factor (PCMCIA, Express, USB, Tether, and Cellular Modem/Wireless Routers). The data transmission devices shall be compatible with any standard computing device such as: laptop computers, personal digital assistants, notepads, handheld, router (with modem slot or adapter), etc. At all times during the life of the contract, the transmission devices (internal or external) provided under the contract shall be capable of transmitting information at the highest throughput rate commercially available on the Service Provider's wireless network. The Service Provider shall include, at no additional cost, the associated device antenna(s).

The Service Provider shall provide all applicable device software/firmware including a management plan to update each device offered, as required. The Service Provider shall accomplish the software/firmware updates through their wireless network if possible. At the discretion of DMS, software/firmware update revisions shall first be tested using a seed lot (approximately twenty users) of the DMS customer base before the update is made available to all customers by Service Provider. The seed lot users shall be determined by DMS upon the Service Provider's request, and shall be made up from different agency users such as HSMV, FDLE, DOH, DOT, DCF and others. The latest software/firmware list on the Service Provider's SUNCOM services webpage shall be tested or approved by DMS.

1.28 Text Messaging-Only Devices

The Service Provider shall provide, for the life of the contract, a wireless handheld device that can be provisioned to only permit SMS (text messaging) and 911 wireless transmissions. With the exception of 911 calls, the handheld device shall not be configured with voice functionality or have the ability to enable voice functionality by the end-user.

Some Sprint brands can be provisioned to disable voice and function as a Text Messaging Device only.

1.29 Helpdesk

The Service Provider shall provide a centralized trouble reporting and maintenance system ("Helpdesk) for use by the Department and SUNCOM Clients. The Helpdesk shall accept and promptly respond to all incoming calls, faxes, and e-mails received during (i) normal Business Hours, and (ii) emergency situations as determined in advance by the Department with reasonable advance notice. In all cases, The Service Provider shall open an incident ticket with the date and time indicated to capture the reported problem. The incident record shall contain the caller's name, contact information and a brief description of the reported problem. It shall be The Service Provider's sole responsibility to resolve the problem as soon as practicable. The Service Provider shall provide an electronic, consolidated incident status report weekly for all open trouble tickets to the Department. The status report shall be electronically formatted as specified by the Department and reference the incident number, state the reported problem, the resolution,

resolution date and time or provide a target date for resolution and other information as requested by the Department. After The Service Provider resolves the reported problem, the Service Provider shall closeout the incident record with a complete description of the reported problem and the corrective actions taken by the Service Provider.
The Service Provider shall assist the Department with the integration of the Helpdesk with the Department's Service Desk, Service Desk Express application and/or other existing DMS helpdesk system(s).

The Service Provider shall make available a web-enabled trouble ticket tracking system with GUI. The tracking system shall contain a complete database of all open and closed trouble tickets for the life of the Agreement. The Department shall have a master account listing all service trouble tickets within the database. The SUNCOM Client shall have limited access to only the trouble tickets applicable to their End-users.

Trouble ticket history shall be provided by the Service Provider through API, or an equivalent method. Trouble ticket information shall contain all information related to the incident and identify the item by the Department inventory number. The Service Provider shall provide the capability and functionality for the Department to collect trouble ticket information as described. The Service Provider shall provide useable interfaces to its ticketing system for all SUNCOM Clients and the Department.

Sprint shall work with the State through the implementation process to develop a ticket reporting tool. Sprint will provide Helpdesk to Helpdesk support. Sprint will provide an interface to access the ticket data.

1.30 Network Trouble Reporting.

Upon notification of network trouble FROM THE STATE OF FLORIDA, the Service Provider shall respond to the trouble reports within four (4) hours of notification. A verbal report of trouble clearance shall be furnished to the Department within one (1) hour of trouble clearance, and a copy of the Service Provider's written trouble ticket shall be provided upon request. In the event of a transmission facility site, network, or large-scale failure, the Service Provider's Network Operations Center (NOC) shall provide notification to the Department immediately (within One (1) hour) after the occurrence when it will affect wireless services potentially or imminently.

1.31 Department Test Accounts.

The Service Provider shall configure (or re-configure) the devices and/or accounts within their wireless network equipment as directed by the Department at no cost. The accounts may be used by any SUNCOM Client at the discretion of the Department for test and evaluation purposes. The test accounts shall be controlled (activated or deactivated) and/or supervised by the Department.
The Service Provider shall provide (up to 10) voice accounts and handheld devices for test purposes. The test devices shall be representative, equal in functionality, and support all features that are inherent to the Service Provider's commercially available network. The test units shall be premium (highest functionality) devices with integrated voice and data feature functionality.

The Service Provider shall provide (up to 10) data test accounts and transmission devices for test purposes. The Service Provider shall include two (2) representatives for each form factor commercially available and shall support the premium feature suite commercially available for that particular form factor.

All test accounts and devices shall be configured to operate (transmit/receive) on the Service Provider's network throughout the continental United States, only. Also, the test accounts and associated devices shall be assigned and used by the Department personnel without limitation in order to test, evaluate, and observe the Service Provider's quality of service over the life of the Agreement.

1.32 SUNCOM Client Testing and Evaluation.

Prior to making their initial order for Service, SUNCOM Clients shall be permitted to obtain wireless demonstration equipment (including airtime) for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a period of thirty (30) working days. Any demonstration equipment forms and processes shall be reasonably provided, managed, and maintained by the Service Provider. The Service Provider shall post (on their webpage) the step-by-step procedure the SUNCOM Client is required to follow in order to obtain the demonstration equipment. The Service Provider shall coordinate directly with the SUNCOM Client regarding demonstration accounts and devices.

1.33 Weekly Conference Calls.

The Service Provider shall participate in a weekly conference call with the Department to discuss and provide status on all open or unresolved issues related to the Services (including trouble tickets). It shall be the responsibility of the Service Provider to coordinate and initiate the call at a time acceptable to the Department's staff. At the Department's discretion, the call frequency may be modified.

1.34 Operational and User Guide

The Service Provider shall assist DMS in developing and maintaining a User and Operational Guide. The User guide is intended to provide a set of instructions for the customer on how to use the service. The Operational Guide shall contain DMS instructions, processes, and procedures that shall be followed by the Service Provider while delivering the contracted wireless services as specified herein.

1.35 Escalation Requirements

The Service Provider shall develop a escalation procedure and contact list to be used for unresolved SUNCOM Client problems, unresolved network problems, or problems not being resolved in a timely manner shall include names, titles, and phone numbers of contacts in the Service Provider's escalation chain.

1.36 Planned outages

Sprint shall provide DMS with an outage broadcast notification and up to 100 DMS selected customers per Sprint's SLAs in Exhibit 5.

Customer notification is sent via the Enterprise Notification System (ENS) for planned and unplanned downtime on the Sprint Network. To receive notifications, Customer must be subscribed to the Customer Notification Service. End-users shall enroll for the Customer Notification Service via the Service Provider's online notification service for no additional cost. Customer Notification Service supports all wireless voice and data products, and IP Products (dedicated IP, MPLS, SprintLink Frame).

For IP services, the Service Provider schedules maintenance identified as "customer impacting" on Monday between 1 A.M. and 5 A.M. local time for U.S. customers and on Saturday between 12 a.m. and 6 a.m. for international customers. Wireless and Wireline maintenance takes place 11 p.m. – 6 A.M. Sunday through Thursday. Customer impacting from 1 a.m. to 5 a.m. Maintenance activities not expected to affect State of Florida are scheduled between 11 p.m.-6 a.m. local time. For, IP based services including MPLS the standard maintenance window is Monday between 12 a.m. – 6 a.m. and 12 a.m. – 6 a.m. on Sunday for International locations.

Customer impacting activities are changes that cause:

- Degradation to voice services
- Degradation to provisioning
- Degradation to data services

Planned Downtime Customer Notification**

The Service Provider notifies End-users at least 14 days before any scheduled wireless and Wireline network maintenance that could affect State of Florida service.

Occasionally, it is necessary to perform demand or emergency maintenance to prevent an outage condition. The Service Provider performs demand maintenance during the next available scheduled maintenance window and emergency maintenance is performed immediately.

1.37 Unforeseen Outages

Within four (4) hours of Sprint realizing a customer-impacting outage, Sprint shall send a notification up to 100 DMS and up to one hundred (100) selected customers communicating the wireless or wireline services may not be available with an estimated time for service restoration. From a cellular tower standpoint, it is understood users located in the affected area may not receive the broadcast messages. This message includes event type, start and end dates and times, areas and platforms affected, and customer impact.

1.38 Hardware Shipment

From the Service Provider receipt date of the complete OaSIS electronic service account order, the Service Provider shall **MAKE COMMERCIAL REASONABLE EFFORT TO** ship the ordered hardware to the delivery address within seventy-two (72) hours excluding state holidays. If the Service Provider is unable to ship the ordered hardware due to unavailability (out of stock), the Service Provider shall send an electronic notification to DMS and the end-user within seventy-two (72) hours of order receipt date. Shipments related to "Enhanced Services" hardware are exempt from this requirement.

1.39 Existing Wireless Data Customer Migration

Once the Service Provider receives the complete OaSIS electronic service account order to migrate the existing wireless data customers, the Service Provider shall move all existing wireless data users to the new MFN access method as specified herein within one hundred twenty (120) days. In cases where continued issues arise Sprint will notify State of the problem.

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MOBILE COMMUNICATION SERVICES AGREEMENT

THIS MOBILE COMMUNICATION SERVICES AGREEMENT ("Agreement"), effective as of the last date signed below (the "Effective Date"), is between the Florida Department of Management Services, a State agency with its principal place of business at 4050 Esplanade Way, Suite 200, Tallahassee, FL 32399-0950 (the "Department" or "Customer"), and Sprint Solutions, Inc., a Delaware corporation with its principal place of business at 12502 Sunrise Valley Drive, Reston, VA 20196 ("Service Provider" or "Sprint").

WHEREAS, Service Provider provides wireless voice and data services in certain areas of Florida; and

WHEREAS, the Department issued Invitation to Negotiate DMS-10/11-008 ("ITN"), on September 2, 2010, in order to select a company to provide such services; and

WHEREAS, pursuant to the ITN, the Department has awarded a contract to Service Provider based on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and the promises contained herein, the parties agree as follows:

Contract 1.0 - DEFINITIONS

The following terms when used herein shall have the following meanings:

1.01 Active Unit or Line
Means an active piece of wireless Product.

1.02 Business Day
Means Monday through Friday, excluding State observed holidays.

1.03 Business Hours
Means 9:00 A.M. to 5:00 P.M. EST on any Business Day at the office responsible for handling the pertinent interaction between Service Provider and the Department.

1.04 Business Plans
Means wireless service plans for business customers. Certain Business Plan options are priced in the Agreement or End User may select from any other available Business Plans, subject to the Customer's written approval of the terms and pricing of that Business Plan.

1.05 Corporate-Liable Active Unit or Customer Line
Means an Active Unit (a) activated by End User for End User's end use, (b) enrolled in a Business Plan, and (c) for which Department is financially liable.

1.06 Department
Means the Florida Department of Management Services, acting through its Division of Telecommunications ("DivTel"). The Department is the customer of record under this Agreement.

1.07 End User(s)
Means the individuals using the wireless telecommunications services set forth in Exhibit 1 – Technical Requirements.

1.08 Events of Default

Means (i) the failure of either party to pay any sum owed to the other hereunder at the time such amount comes due, (ii) the failure of either party to perform or observe any term, condition, or covenant to be performed by it under this Agreement, or (iii) an unauthorized assignment of this Agreement.

1.09 ITN

Means the Department's Invitation to Negotiate identified in the recitals above.

1.10 Location Based Service

Means any Service or application that uses, accesses, tracks or discloses the location of an active unit.

1.11 Nationwide Sprint Network

Means the Sprint-owned or controlled CDMA/1xrtt wireless network, including network owned or controlled by Sprint Service Provider affiliates, used by Sprint to provide Sprint Services.

1.12 Nextel National Network

Means the Sprint-owned or controlled iDEN wireless network, including network owned or controlled by Nextel affiliates or partners, used by Sprint to provide Nextel Services.

1.13 Nextel Services

Means wireless Services provided by Sprint on the Nextel National Network using iDEN technology.

1.14 Premium Services

Means approved downloads and applications available through wireless data Services that are above and beyond basic data usage.

1.15 Product(s)

Means product(s) includes equipment, hardware, software, cabling or other materials sold to Department by or through Service Provider as a separate item from, or bundled with, a Service.

1.16 Prohibited Data Uses

Means data services may not be used by a Wireless Data Connection Device in excess of that provided in the plans in Exhibit 3. For additional Prohibited Data Uses please see Section 10.

1.17 Roaming

Means voice or data service provided on another wireless carrier's network through agreements established by Service Provider.

1.18 Domestic Roaming

Means Roaming on networks within the United States, Puerto Rico and U.S. Virgin Islands where Service Provider has a roaming relationship with the carrier. Geographic Roaming locations are subject to change and provided at: http://coverage.sprintpcs.com

1.19 Service(s)

Means the services provided by Service Provider to the Department under this Agreement, including: (i) the wireless telecommunications services specified in Exhibit 1 (Technical Requirements), (ii) the operational services specified in Exhibit 2 (Business Process and

Operations), and (iii) such other services not specifically described in this Agreement but which are inherent in the provisioning of such services.

1.20 Service Account
Means the unique account through which services are offered and charges can be incurred (without regard to who pays). Service Accounts are often associated with a single user and have one-to-one relationships with Mobile Telephone Numbers, Electronic Serial Numbers, Subscriber Identity Modules, Mobile Identification Numbers and/or device serial number.

1.21 Service Provider
Means the wireless telecommunications company identified in the first paragraph of this Agreement.

1.22 Sprint Networks
Means Sprint Networks including the Nationwide Sprint Network, the Sprint 3G Network, and the Nextel National Network.

1.23 Sprint 3G Network
Means the Sprint-owned or controlled CDMA/EV-DO wireless network, including network owned or controlled by Sprint Service Provider affiliates, used by Service Provider to provide Sprint Services.

1.24 Sprint 4G Network
Means the wideband OFDM technology, including WiMax, that Service Provider owns or resells, including network components owned or controlled by Service Provider affiliates or partners.

1.25 Sprint 4G Services
Means functionality provided by Service Provider that either provides data transport on the Sprint 4G Network or allows for the use of Applications related to the Sprint 4G Network.

1.26 Sprint Services
Means wireless Services provided by Service Provider and authorized Sprint Service Provider Affiliates on the Nationwide Sprint Network or Sprint 3G Network using CDMA technology.

1.27 Sprint Service Provider Affiliate
Means an entity that has entered into an arrangement with Service Provider to construct wireless network coverage, perform operational functions in defined geographic areas, and provide mobile wireless telecommunications products and services under the "Sprint" service marks or any other service marks subsequently used by Service Provider. "Sprint Service Provider Affiliate Market" means the regions of the United States covered by Sprint Service Provider Affiliates.

1.28 State
Means the State of Florida.

1.29 SUNCOM Client(s)
Means the entity or entities acquiring the wireless telecommunications services set forth in Exhibit 1 from the Department. SUNCOM Clients may include State agencies, the legislative and judicial branches, political subdivisions, counties, cities, municipalities, local school boards, community colleges, universities, educational institutions, certain private non-profit K-12 schools, libraries, qualified commissions and boards, water management districts, certain qualifying non-profit corporations, and other qualifying public agencies or authorities.

1.30 Wireless Data Connection Device

Means a mobile broadband card, USB modem, embedded modem, or a phone subscribed to a phone as modem Business Plan.

1.31 Wireless Data Session

Means a Sprint Network connection attempt made by a user that utilizes wireless data services and is based upon the assignment of a dedicated IP address to the requesting access terminal (e.g., the handset, aircard, or other device). A Wireless Data Session begins when the user initiates a Sprint Network connection by attempting to access the Sprint Network and ends when the connection is blocked or terminated.

1.32 Wireless Services

Means Nextel Services, Sprint Services, and Sprint 4G Services.

Contract 2.0 - TERM OF AGREEMENT

2.01 Initial Term

The initial term of this Agreement shall commence on the Effective Date. As such this Agreement will expire five (5) years after the Effective Date , unless sooner terminated in accordance with the provisions herein.

2.02 Renewal Term

Upon mutual agreement, the parties may renew the Agreement, in whole or in part, for renewal terms up to five (5) years. . Each renewal shall specify the renewal price as set forth in the ITN response as reflected in Section 4 below. Each renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

2.03 Termination By the Department for Convenience

The Department may terminate this Agreement for convenience upon one hundred eighty (180) days advance written notice to Service Provider when the Department determines in its sole discretion that it is in the State's interest to do so. In the event of a termination for convenience, Service Provider shall not be entitled to recover any cancellation charges or lost profits.

2.04 Termination By Service Provider for Unforeseen Circumstances

The Service Provider may deem it necessary from time to time to change or update certain procedures set forth in this Agreement in order to account for unforeseen circumstances or to more efficiently conduct its business. If the Department unreasonably rejects such change or update, then Service Provider may terminate this Agreement upon one hundred eighty (180) days' prior written notice. In the event of a termination for unforeseen circumstances, Service Provider shall not be entitled to recover any cancellation charges or lost profits.

2.05 Termination for Cause

This Agreement may be terminated upon an Event of Default by either party if such Event of Default is not cured by the defaulting party within thirty (30) days of receipt of written notice of the Event of Default. The non-defaulting party shall have the immediate right, without further notice or proceedings, to pursue such remedies and other actions as that party may deem appropriate.

2.06 Transition

Service Provider will have a period of eight (8) months from the Effective Date of this Agreement, in accordance with Section 5.02 of the ITN, to complete all transition activities for state agencies as described in **Exhibit 2**, Business Process & Operations, and to commence providing the services as specified herein (the "Transition Period"). Service Provider will make commercially reasonable efforts to transition all SUNCOM Clients and local government agencies currently purchasing under Alternative Source Contract No.: 1523-ACS within the Transition Period. The parties acknowledge that the SUNCOM Clients and local government agencies may not be transition by the end of the Transition Period.

It is the desire of the parties that, **for only the Transition Period**, the operational terms and conditions contained in the earlier agreements between the parties for Wireless Data Services, Contract No.: DMS-0304-063 (MA4440) and Alternative Source Contract No.: 1523-ACS, will apply to this Agreement. Those operations terms and conditions are hereby incorporated into this Agreement as **Exhibit 6**.

Upon any termination of this Agreement, Service Provider shall cooperate and use reasonable efforts to (i) assist the Department and SUNCOM Clients to minimize any impacts resulting from the termination and any transition to a new vendor; and (ii) offer the Services directly to any SUNCOM Client or End User who meets Service Provider's credit requirements and who enters into a contract for service with Service Provider.

2.07 Contract Documents

This Agreement, together with the following documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of the Agreement shall control. If a conflict exists among any of these documents, the documents shall have priority in the order listed:

A. Any Amendments to the Agreement.

B. Agreement and **Exhibits 1 - 7**.

C. ITN No.: DMS-10/11-008, as amended.

Contract 3.0- PROVISION OF SERVICE

3.01 Generally

Service Provider agrees to provide the Services in accordance with the specifications and requirements set forth in this Agreement.

3.02 Reporting Requirements

Service Provider shall provide monitoring tools with reporting functionality, if available, to the Department which monitors the defined SLA service parameters in accordance with **Exhibit 5.**

The reports referenced in **Exhibit 1**, **Exhibit 2,** and **Exhibit 5** (SLA Matrix) shall be provided by the Service Provider. The Service Provider shall submit reports in electronic format to the Department. The reports shall be due within a timeframe mutually agreed upon between the parties or no later than 30 days following the request from the Department. Any additional ad hoc reports requested by the Department shall be provided by the Service Provider upon mutual agreement of the format and within a timeframe mutually agreed upon between the parties. If

these reports are not submitted in a timely manner, the Department shall seek any remedies it may have under Section 14.

3.03 Discounts.

See **Exhibit 7** for details regarding discounts available to SUNCOM Clients and employees. Other terms and conditions of this Agreement do not apply to **Exhibit 7.**

3.04 Customer Care Services

Service Provider's enterprise customer care help desk resources shall be available to End Users and SUNCOM Clients for resolution of most Service-related issues. In addition, the Department and SUNCOM Clients will have access to a help desk as set forth in Section 6 below.

3.05 No Privity With End Users or SUNCOM Clients

Unless otherwise provided in this Agreement, Service Provider shall not be contractually obligated to the End Users or SUNCOM Clients for the Service and shall not be authorized to send any bills for the Service to such End Users or SUNCOM Clients.

3.06 Right to Deactivation of Unused Accounts

The parties will cooperate to ensure that End User accounts do not lie dormant for extended periods of time (six months or more). Service Provider shall not deactivate such accounts until the Department has been given at least sixty (60) days to investigate and notify the SUNCOM Client. If circumstances warrant, the Department may require Service Provider to postpone the planned deactivation for some identified period of time.

3.07 Location Based Services

If End User downloads or accesses Location Based Services through Service Provider wireless Products and Services, Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of End User's Product(s) pursuant to the terms of the Location Based Service purchased by Customer. Customer must clearly, conspicuously and regularly notify all of its End Users using Corporate-Liable Active Units upon which End User has enabled Location Based Services that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. ONLY TO THE EXTENT ALLOWED BY LAW, CUSTOMER WILL RELEASE SERVICE PROVIDER FROM ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF END USER'S USE OF LOCATION BASED SERVICES AND CUSTOMER'S FAILURE TO NOTIFY CORPORATE-LIABLE END USERS OF END USER'S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON CORPORATE-LIABLE ACTIVE UNITS. Location Based Services are not available on the Sprint 4G Network.

3.08 Premium Services Policies

In certain instances, subject to the terms of the content purchased, Service Provider may delete Premium and non-Premium items downloaded to storage areas controlled by Service Provider.

3.09 Telephone Numbers and Portability

Service Provider may change the telephone number assigned to each Corporate-Liable Active Unit with reasonable prior notice for commercial reasons, such as fraud prevention, regulatory requirements and area code changes. Customer does not have any right of possession or title to any number, e-mail address or other identifier Service Provider may assign to Customer's wireless Products or accounts. End User may not modify, change or transfer any of these identifiers except as Service Provider allows or as allowed for by law. Service Provider will

comply with any FCC-issued regulations that require Service Provider to allow End User to "port" or transfer its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on the Sprint Networks, End User must provide information about the account with the other carrier, such as the account number, tax identification number, telephone number, 5 digit zip code and password, if applicable, and purchase wireless Products from Service Provider. Until the port from the previous carrier is successful, the Service Provider wireless Product will only be able to call 911 and Sprint Customer Care. Once the port is completed, End User's old device will no longer work. However, due to system limitations and issues outside Service Provider's control, some requests to port a telephone number from another carrier to Service Provider, or from Service Provider to another carrier, may not be successful. If a transfer to Service Provider is not successful, the End User may return any Service Provider wireless Products within the return period to receive a credit, and Customer will lose or repay to Service Provider any discounts or service credits provided with a returned Service Provider wireless Product or cancelled Nextel Service or Sprint Service. If End User does not return Service Provider wireless Products within the return period as defined in **Exhibit 2**, Section 2.2 of the Wireless Product Annex, the Department shall be responsible for the suggested retail price of the Product.

3.10 TTY Access

TTY-capable wireless Products (also known as TDD or Text Telephone) may not function effectively when attempting 911 calls due to the limitations of the answering agency.

3.11 911 or Other Emergency Calls

For 911 calls, an emergency responder's ability to locate End User through wireless Products and Services may be affected by various factors, including but not limited to, the type of wireless Product used, lack of a GPS-enabled device, geography or other factors such as the porting process. In some areas and depending on the equipment deployed by the local public safety answering point ("PSAP"), 911 calls may be routed to a state patrol dispatcher instead of the local PSAP. Pursuant to Section 365.172(11) of the Florida Statutes, Service Provider is not liable for failures or delays in connecting to the appropriate emergency services provider. Enhanced 911 ("E911") service that is compatible with FCC technical requirements is not available in all areas due to PSAP equipment capabilities. Customer consents to Service Provider's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, Customer's name, address, number, and the location of the user of the Service at the time of call. Service Provider's equipment and services must allow End Users in Florida to dial *347 (Florida Highway Patrol) at no charge.

3.12 Use of Sprint Wireless Data Services

Customer acknowledges that use of certain wireless data Services, including some messaging services, may result in the disclosure to third parties of the user's email address and other information in connection with the user's Internet usage. As a result, End User may receive advertising, warnings, alerts and other messages, including broadcast messages. Service Provider does not disclose such user information to third parties. Such information is collected by the third parties based upon the End User's data usage.

3.13 Operational and User Guides

As provided in **Exhibit 5**, the parties agree to begin developing an operational guide within 90 days after contract execution. The parties will mutually agree on the content of the operational guide. The Department is responsible for developing the user guide using information derived from the operational guide. The Service Provider agrees to cooperate with the Department to

develop content for the user guides. The Service Provider shall be permitted to review and provide comment to the user guide prior to submission to the End Users.

3.14 Compatibility of Wireless Products and Services

Wireless Products may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Service Provider Affiliate networks or in connection with Roaming agreements. Service Provider does not guarantee current or future compatibility of wireless Products or Services with third party products or Applications. Apparent compatibility or notice from Service Provider of compatibility is not a Service Provider endorsement of a third party product or Application. Unless otherwise stated in the Agreement, Sprint may, in its sole discretion and at any time, disable or discontinue use of any third party product or Application with the wireless Products or Services.

Contract 4.0- PRICING

4.01 Rates

The full and complete prices for the Services are set forth on **Exhibit 3**, attached hereto. Service Provider may modify terms and features of a nationally available wireless Business Plan that are not set forth in **Exhibit 3** without written notice to Customer.

4.02 Rate Increases

The rates set forth on **Exhibit 3** may not increase prior to January 1, 2014. Beginning January 1, 2014, Service Provider may increase the pricing subject to the following limitations: (i) the Department must be given at least one hundred eighty (180) days advance written notice of the exact amount of the price increase; (ii) no more than one price increase may be made in any twelve (12) month period; and (iii) the price increase may not exceed the most recent annual percentage increase in Consumer Price Index (CPI-W) for Urban Wage Earners and Clerical Workers, All Items, South Region (using the most recent twelve months of Labor Department statistics available at the time the notice was given). No retroactive price increases are allowed.

4.03 International Dialing Charges

Unless otherwise instructed by the Department, End Users shall not have the ability to make any calls that will result in international long distance charges. If international calling is enabled, Service Provider may reasonably restrict availability and may charge the Department at Service Provider's standard international long distance rates.

4.04 Metering of Voice Usage

The length of calls is generally measured from the time the End User presses the "SEND" key and ends when the phone device disconnects from Service Provider's facilities or when the End User presses the "END" key if sooner. There is no call usage for outgoing voice calls that reach a busy signal, a disconnected number or that ring continuously without making connection to the Sprint Networks. There is no call usage for incoming voice calls that End User does not answer or that enter End User's voicemail.

4.04.1 Nextel Direct Connect Transmissions.

A Nextel Direct Connect transmission begins approximately when End User presses the button to initiate a transmission and ends approximately 6 seconds after completion of a communication (i.e., when End User or another participant releases the button) to which no participant responds within 6 seconds. If a participant responds within 6 seconds, the response is calculated as part of the initial transmission. End User initiates a new

transmission if End User responds more than 6 seconds after another participant completes a communication. Airtime charges apply for the entire period of time the transmission is connected to the Sprint Networks. Service Provider will charge a minimum of 6 seconds for all Nextel Direct Connect transmissions. After 6 seconds, Nextel Direct Connect airtime on a Sprint Product is rounded up to the next second for each transmission.

4.05 Metering of Data Usage

Data usage is calculated from the time End User's device makes contact with the Sprint Networks or Sprint 4G Network until the respective network connection is broken or dropped, whether or not the transmission of data is a complete end to end transaction. Data usage may occur on any device capable of data transmission, including handheld devices and devices attached to or embedded in computers and includes sending and receiving e-mail, browsing the Internet, accessing certain applications, all complete, partial or interrupted uploads or downloads and re-sent data, and unsuccessful attempts to reach websites and other applications and Services, including those resulting from dropped network connections. Data usage is rounded up to the next whole kilobyte. Rounding occurs at the end of each separate session. Rounding of data usage charges occurs at the end of each billing period and the total kilobyte charges are rounded up to the next cent. Additional information on the metering of Data Usage is included in **Exhibit 2**.

4.06 Minimum Monthly Fee (MMF)

Every SUNCOM Client's Service Account will incur a minimum monthly charge (as set in **Exhibit 3 - Price**) unless the Service Account's utilization cost exceeds the Minimum Monthly Fee's amount.

4.07 Roaming Charges

In-state and out of state voice rates may be set out in End User's pricing attachment in **Exhibit 3**. Domestic Roaming for data is included in Service Provider Business Plans. International Roaming rates for voice and data will vary and are accessible through www.sprint.com/international or by contacting End User's Service Provider Account Representative. There may be delays in invoicing Roaming charges due to the practices of the Roaming service provider. Business Plans that include Roaming ("Roaming Included Plans") are not available with single-band phones or to users who reside or whose primary use is outside an area covered by the Nationwide Sprint Network. Service Provider may limit or terminate Service if a Corporate-Liable Active Unit user moves outside of the area covered by the Nationwide Sprint Network. Service Provider may, deny, terminate, modify, disconnect or suspend Service to a Corporate-Liable Active Unit if Roaming in a given month exceeds: (1) voice: 800 minutes or a majority of minutes, or (2) data: 300 megabytes or a majority of kilobytes. International calling, including in Canada, Mexico, and Guam, is not included in Roaming Included Plans. Prior to an adverse action being taken against an End User, Service Provider shall notify the Department by providing thirty (30) days prior written notification of any alleged infraction by an End User of the Services.

4.08 Special Services

As set forth in **Exhibit 3**, End User also may incur charges for special Services such as directory assistance, operator-assisted calls or call-forwarding, depending on End User's Business Plan.

4.09 Reactivation Fee

If Service Provider terminates Service to a Corporate-Liable Active Unit as permitted under the Agreement or requested by End User, Service Provider may require payment of any outstanding account balance before Service Provider reactivates Service to the affected Active Unit and Sprint

may charge Department a reactivation charge. If Department is charged a reactivation fee on a Corporate-Liable Active Unit, Service Provider agrees to waive the reactivation fee through the application of a local market discretionary credit applied to the Department's invoice.

4.10 Monthly Recurring Charges

Service Provider will bill Department for Wireless Services based on the Monthly Recurring Charges ("MRC") for the selected Business Plan. Customer will incur overage charges if the minutes or megabytes used exceed the minutes or megabytes allowed under the selected Business Plan.

Contract 5.0 - EQUIPMENT

5.01 Responsibility for Obtaining Equipment

SUNCOM Clients and End Users shall be responsible for obtaining the equipment necessary to use the Services from Service Provider or third parties. The Department may impose reasonable policies respecting such equipment.

5.02 Network Compatibility

The parties will cooperate to ensure that any equipment used by End Users in connection with Service meets industry standards and any other reasonable requirements of Service Provider. Service Provider may deactivate service to any equipment used by an End User that does not meet such requirements or which is otherwise causing network interference. To the extent practicable, Service Provider will advise the Department and the SUNCOM Clients in advance of such deactivations.

5.03 Equipment Sales by Service Provider

Pursuant to this Agreement, Service Provider agrees to offer equipment (including accessories) to SUNCOM Clients on the following basis:

(i) Comparable Terms and Prices: The equipment models, standard prices and standard terms of sale shall be comparable to those offered to Service Provider's largest customers in Florida. Service Provider will offer highly competitive pricing and discounts for its services in a manner in which the prices Service Provider charges its customers for the same services are not unreasonably dissimilar for similarly situated customers with like traffic patterns, volumes, commitment levels and the like. However, this section shall not in any way be construed as providing the Department most favored customer pricing as it is against Service Provider's corporate policy as a common carrier. Service Provider is prohibited by law from unreasonably discriminating between similarly situated customers.

(ii) Minimum Discounts: Pricing shall reflect, at a minimum, the discounts set forth on **Exhibit 3** (Pricing for Equipment).

(iii) Promotions: Service Provider may offer equipment sales promotions to SUNCOM Clients with the Department's consent. If requested, the Department may (but is not required to) assist in publishing these promotions. If the Department purchases a promotional wireless Product or Service, the promotional terms will control over any conflicting terms in the Agreement for that wireless Product or Service until the promotion expires or Customer selects a different Business Plan for the Corporate-Liable Active Unit enrolled in the promotion.

(iv) Ordering Process: Service Provider may require SUNCOM Clients to follow reasonable procedures for ordering, receiving and paying for the equipment (e.g., a requirement that all orders be placed through a designated account executive or toll-free number) in accordance with **Exhibit 2**. Service Provider will not receive orders directly from an End User.

(v) Warranties: Service Provider agrees to pass through to SUNCOM Clients any and all Equipment vendor warranties (including battery) to the fullest extent allowed under applicable law. Service Provider does not manufacture Products and, except as provided in this Agreement, is not responsible for the acts or omissions of the original equipment manufacturer.

(vi) Americans with Disabilities Act: Service Provider shall identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

(vii) Title to Equipment. Excluding equipment sold to Customer under this Agreement Service Provider or its suppliers retain title and property rights to Service Provider-provided equipment. Upon termination or expiration of the Agreement or the applicable Service, Customer will surrender and immediately return the Service Provider-provided software to Service Provider; provided that Customer is not required to return the software installed in Products sold to Customer under this Agreement.

(viii) U.S. Export Control: The Department is solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when End Users are traveling internationally with the Department's Equipment.

5.04 Equipment Lists and Catalogs

The parties will cooperate in updating the equipment lists and catalogs set forth in Service Provider's response to the ITN. These updated lists and catalogs (with applicable pricing) shall be made available for viewing and ordering by SUNCOM Clients in accordance with **Exhibit 2 – Business Process and Operation**. Service Provider shall provide the Department with reasonable advanced notice (i.e. prior to the effective date) of any equipment included in the lists and catalogs which will be discontinued.

5.05 Licensing Requirements

Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer 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 by Service Provider or posted at www.sprint.com/ratesandconditions or otherwise provided to Customer through click or shrinkwrap agreements. Service Provider may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.

Contract 6.0- BUSINESS PROCESS AND OPERATIONS

6.01 Generally

The initial business processes and operational requirements applicable to this Agreement are set forth on **Exhibit 2 - Business Process and Operation**. The parties shall cooperate to make reasonable clarifications, modifications, additions or deletions to these requirements from time to time based on changing circumstances and/or the desire for better efficiencies. By the end of the Development and Preparation Phase contemplated in **Exhibit 2 – Business Process and Operation**, the parties will organize and set forth the requirements in a comprehensive Operational Guide which each party will follow in good faith. Changes in the Operational Guide may be accomplished and implemented by mutual agreement without a formal amendment to the Agreement.

6.02 Weekly Conference Calls

Service Provider shall participate in a weekly conference call with the Department to discuss and provide status on all open or unresolved issues related to the Services (including trouble tickets). It shall be the responsibility of Service Provider to coordinate and initiate the call at a time acceptable to the Department's staff. At the Department's discretion, the call frequency may be modified.

6.03 Helpdesk

Service Provider shall assist the Department with the integration of the Helpdesk with the Department's Service Desk, Service Desk Express application and/or other existing DivTel helpdesk system(s). Additional information for Helpdesk information is provided in **Exhibit 1 – Technical Specifications**.

6.04 Technology Information

In the normal course of technology evolution and enhancement, Service Provider continually updates and upgrades its Networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace certain offerings or technologies. In such event, Service Provider will undertake such replacement efforts in a customer-focused and commercially reasonable manner and will, throughout the process, provide its customers with periodic updates that provide relevant information.

As part of such technology evolution, Service Provider must reserve the right to migrate Customer from Products activated on the Nextel National Network to either a Sprint Direct Connect push-to-talk ("PTT") Product, or a Customer-selected non-PTT Product, that runs on the Nationwide Sprint Network; provided that Service Provider will not undertake any such migration with less than 12 months prior notice. Because there will be at least 12 months prior notice, in almost every instance Customer will have the ability to upgrade its existing devices to new or replacement devices under the then applicable Service Provider handset upgrade program. If the Customer has any devices that are not eligible for upgrade under this handset upgrade program and the Customer must migrate its existing Products activated on the Nextel National Network, Service Provider will permit the parties current upgrade policy to apply to such existing Products and permit the Customer to upgrade at the then existing upgrade costs to devices that are compatible with the replacement technologies. If Service Provider exercises its right to migrate Customer to a new technology under this provision, upon completion of such migration, the terms and provisions of this Agreement related solely to the Nextel products and service will terminate. In addition, the parties recognize that they may need to amend this Agreement to add new terms related to such successor technologies.

6.05 Authorized Representatives

Immediately upon execution of this Agreement, Service Provider shall notify the Department of its authorized representatives for purposes of giving and receiving the notices provided for under this Section 6 and any other Service orders, including those which involve the activation, change, or discontinuance of Service.

The Department's authorized representatives are as follows:

A. Contract Administrator

The employee primarily responsible for administrative duties relating to the Agreement, such as maintaining the Contract file and financial information on this Agreement, and will serve as the liaison with the Service Provider's Contract Manager and Department.

Christina Espinosa, FCCN, FCCM
Purchasing Analyst
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 380.9z
Telephone: (850) 410-2404

The Department may appoint a different Contract Administrator, Contract Manager and/or SUNCOM Product Manager without an amendment to the Agreement, by sending written notice to Service Provider.

B. Contract Manager

The employee primarily responsible for overseeing each party's performance under to the terms of this Agreement. Any communication from the Service Provider to the Department relating to the Agreement shall be copied to the Contract Manager.

Jonathan Rakestraw
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Suite 115
Tallahassee, Florida 32399-0950
Telephone: (850) 921- 0857 / Fax: (850) 921- 5162
E-mail: jonathan.rakestraw@dms.myflorida.com

C. SUNCOM Product Manager

The employee primarily responsible for overseeing the technical requirements for this Agreement.

Raghib Qureshi
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Suite 125J
Tallahassee, Florida 32399-0950
Telephone: (850) 413-0319
E-mail: raghib.qureshi@dms.myflorida.com

Contract 7.0- TERMS OF PAYMENT

7.01 Invoicing of Charges

Invoicing shall comply with the terms and conditions set forth in **Exhibit 2 – Business Process and Operation** attached to this Agreement.

7.02 Payment of Charges

Payment shall be made in accordance with State law, including Sections 215.422 and 287.0585, Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to Service Provider due to preparation errors will result in a delay in payment. The Department is solely responsible for all charges billed under this Agreement, whether or not a SUNCOM Client has paid the Department for such charges.

7.03 Transaction Fee

The State has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which Service Provider shall pay to the State, unless exempt pursuant to Rule 60A-1.032, F.A.C. The parties agree that taxes and surcharges shall not be assessed in the calculation for the Transaction Fee.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Service Provider. If automatic deduction is not possible, Service Provider shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Service Provider certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Service Provider shall receive a credit for any Transaction Fee paid by Service Provider for the purchase of any item(s) if such item(s) are returned to Service Provider through no fault, act, or omission of Service Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to Service Provider's failure to perform or comply with specifications or requirements of the Agreement.

Failure to comply with these requirements shall constitute grounds for declaring Service Provider in default and recovering re-procurement costs from Service Provider in addition to all outstanding fees. SERVICE PROVIDERS DELINQUENT IN PAYING TRANSACTION FEES MAY BE subject to being removed from the Department's vendor list as provided in rule 60A-1.006, F.A.C.

7.04 Taxes

Service Provider will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer and statutory exemptions and will not bill Customer for any such exempted taxes. Service Provider's rates and charges for Products and Services do not include taxes. Customer will pay any and all taxes for which it does not have an exemption.

The only applicable FCC authorized fee, surcharge or assessment in effect as of the date of this Agreement are provided in **Exhibit 3** and as updated in the catalog.

These fees may appear on billings to the Customer. No other FCC or PUC fee, cost recovery fee, surcharge or assessment applicable to wireline and/or wireless voice and/or data telecommunications services may be imposed during the term of this Agreement, without the prior amendment under the Agreement, unless mandated by the FCC or PUC. Service Provider agrees to not bill for any items which are not mandated by the FCC or PUC and which are

otherwise not applicable to wireline and/or wireless voice and/or data telecommunications services.

7.05 Disputed Charges

Disputed charges shall be handled in the manner set forth in **Exhibit 2 – Business Process and Operation** attached to this Agreement and subject to Section 215.422, Florida Statutes.

7.06 Proration of Charges

Monthly fees for billing periods of less than one month will be prorated based on the actual number of days in such periods.

7.07 Charges Resulting from Lost or Stolen Devices

In the event an End User's or SUNCOM Client's voice or data transmitting device ("Device") is lost, stolen, or otherwise absent from the End User's or SUNCOM Client's possession or control, the Department shall nevertheless be liable for all charges attributable to the Device until it or the End User or SUNCOM Client notifies Service Provider during Business Hours of such loss, theft, or unauthorized absence, in which case the Department's liability therefore shall terminate at the earlier of (i) deactivation of the Device by Service Provider, or (ii) the end of four (4) Business Hours after such notification is received by Service Provider. Service Provider shall use reasonable efforts, taking into account all circumstances which shall include other operational demands placed upon its employees, to deactivate Service to the Device affected as soon as practicable.

7.08 Right of Offset

Following prior written notification and completion of the dispute process outlined in Section 14, the Department may, in addition to other remedies available at law or equity and upon notice to Service Provider, retain from amounts due Service Provider such monies as may be necessary to satisfy any claim arising under (i) this Agreement, or (ii) any other liability or obligation of Service Provider or its affiliates to the State of Florida.

Contract 8.0 - THE DEPARTMENT'S OBLIGATIONS

8.01 Trained Staff

The Department shall provide an adequate and properly trained staff to receive and investigate any complaints from its End Users or SUNCOM Clients relating to Service, and will report any trouble to Service Provider with respect to Service only upon reasonable verification that such trouble is due to reasons other than the misuse or malfunctioning of the End User's or SUNCOM Client's equipment or the failure of such equipment to meet the technical standards for compatibility with Service.

8.02 Responsibility for Actions or Omissions

The Department shall be solely responsible for all costs and expenses incurred in connection with its actions or omissions in the sale of Service or otherwise relating to this Agreement. The Department shall act in all respects on its own account, and shall be solely responsible for such things as billing, collection and, except as provided in Section 11 and **Exhibit 1 – Technical Requirements**, abuse or fraudulent use of any element of the Service, whether by the Department's employees or agents of the Department, an End User or a SUNCOM Client, or any third party (excepting only actions by Service Provider, Service Provider's agent or Service Provider's employees), provided Service Provider has followed the Department's instructions under this Agreement with respect to such use.

8.03 Responsibility for Agents

The Department is responsible for the performance of its agents, if any, and shall ensure that its agents are in compliance with any applicable terms of this Agreement and any other applicable industry standards, rules and regulations.

8.04 No Rights to Service Provider's Facilities or Intellectual Property

No provision of this Agreement shall be construed as vesting in the Department any control, ownership or rights in any facilities, operations or intellectual property of Service Provider.

8.05 Notice to End Users and SUNCOM Clients

The parties will cooperate in advising each End User and SUNCOM Client of the following:

(i) The availability of the Service is not assured at all times or places;
(ii) The privacy of the Service is not assured at all times or places;
(iii) End Users and SUNCOM Clients have no contractual relationship with Service Provider with respect to the Service; and
(iv) Any liability Service Provider might have to an End User or a SUNCOM Client for the Service shall not exceed the liability Service Provider would have if the End User or SUNCOM Client was a direct customer of Service Provider and had agreed to Service Provider's standard terms and conditions.

The above notice requirements may be satisfied by a reasonably placed posting on the Department's SUNCOM website.

8.06 Protection of Service Provider Marks

The Department recognizes the right, title, and/or interest of Service Provider (through ownership or license) to all service marks, trademarks, and trade names owned by or used by Service Provider (the "Marks"). The Department agrees not to, directly or indirectly, contest or otherwise impair such right, title, and interest of Service Provider. The Department has no rights, and shall not acquire any right, title or claim to the Marks, shall not use any Marks, and shall not use Service Provider or any trademarks or trade names of Service Provider, directly or indirectly, without the prior written consent of Service Provider.

8.07 Acceptable Use Policy

If Customer purchases Products or Services, Customer 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. Service Provider will provide a copy of the acceptable use policy to the Department every six months

Contract 9.0 - SERVICE PROVIDER'S OBLIGATIONS

9.01 Notice of Material Changes in Service

Service Provider agrees to provide timely and reasonably detailed notice to the Department (based on circumstances present) of any material changes in Service of either a permanent or temporary nature. Service offerings are defined in **Exhibit 1**.

9.02 Planned outages

The Service Provider (over the wireless network) shall send notifications which informs the end customer of the anticipated outage including date, time, and duration. Customer notification is sent via the Enterprise Notification System (ENS) for planned and unplanned downtime on the Sprint Network. Additional information for outages shall be provided in **Exhibit 5**.

9.02.1 Unforeseen Outages

Additional information for unforeseen outages shall be provided in **Exhibit 5 – Service Level Agreement Matrix.**

9.03 Department Test Accounts

Service Provider shall furnish up to ten (10) voice and up to ten (10) data (including equipment, voice airtime, and data transmit) wireless devices for use by the Department as test accounts. The test accounts shall be used to perform evaluation testing for the life of the awarded contract. The test accounts and devices shall be furnished at no cost.

9.04 SUNCOM Client Testing and Evaluation

Prior to making their initial order for Service, SUNCOM Clients shall be permitted to obtain wireless demonstration equipment (including airtime) for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a period of thirty (30) working days. Additional information is provided in **Exhibit 1 – Technical Requirements**.

9.05 Security and Confidentiality

A. The Service Provider shall comply fully with all security procedures, laws and regulations of the United States, State and the Department in performance of the Agreement.

B. The Service Provider (and any person or entity obtaining information through Service Provider) shall not divulge to any unauthorized third parties any confidential information obtained by Service Provider or its agents, subcontractors or employees in the course of performing the Services. Such confidential information shall include but not be limited to, End User phone numbers, usage records, location information and other forms of identification of End User, security procedures, business operations information, or commercial proprietary information of the State, the Department, a SUNCOM Client or an End User. The Service Provider shall not be required to keep confidential any information or material that is publicly available through no fault of Service Provider, material that Service Provider developed independently without relying on the State's or SUNCOM Client's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, Service Provider shall take appropriate steps as to its personnel, agents, and subcontractors. The terms of this paragraph shall survive the termination of this Agreement.

C. Privacy Policy. 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 customer information practices and applies to the provisioning of the Products and Services.

9.06 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

Section 946.515(2), Florida Statutes, requires the following statement to be included in this Agreement: "It is expressly understood and agreed that any articles which are the subject of, or

required to carry out, the Agreement shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Agreement the person, firm, or other business entity carrying out the provisions of the Agreement shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

9.07 Products Available from the Blind or Other Handicapped. Section 413.036(3), Florida Statutes

Section 413.036(3), Florida Statutes, requires the following statement to be included in this Agreement: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

9.08 E-Verify Employment Eligibility Verification

Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Service Provider is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Service Provider during the contract term. Also, Service Provider shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

9.09 Scrutinized Companies Lists

In executing this Agreement, Service Provider certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Service Provider agrees the Department may immediately terminate this Agreement for cause if the Service Provider is found to have submitted a false certification or if Service Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Agreement.

Contract 10.0 - ABUSIVE OR FRAUDULENT USE OF THE SERVICES

10.01 Fraud

If Service Provider reasonably suspects that any Service is being abused or used for fraudulent purposes, Service Provider reserves the right to hotline, suspend, or terminate such Service to the End User immediately ("Fraud Intervention Measure(s)"). Charges associated with fraud activity for which the Department has been confirmed as having no culpability will be credited. The credit may take more than one billing cycle to apply. Service Provider shall use reasonable efforts during Business Hours to provide advance notice of Fraud Intervention Measures.

10.02 Minimize Abuse

The Department agrees to (i) make good faith efforts to minimize abuse or fraudulent use, (ii) promptly report any suspected abuse or fraudulent use to Service Provider, and (iii) cooperate in any investigation or prosecution initiated by Service Provider. Service Provider may require the Department to cancel the right to use Service by any of its End Users or SUNCOM Clients abusing or fraudulently marketing or using Service.

10.03 Suspected Abuse or Fraudulent

Service Provider shall make commercially reasonable efforts to give the Department notice of suspected abuse or fraudulent use prior to implementing a Fraud Intervention Measure.

10.04 Fraudulent Use of Services

If the Department at any time suspects that any Service may be, has been or is being used for abuse or fraudulent purposes, the Department shall be liable for all costs or charges incurred until four (4) Business Hours after the Department notifies Service Provider to terminate Service under Section 2.05.

10.05 Prohibited Data Uses

Prohibited Data Uses. Service Provider 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 prohibited voice or data uses provided in the User Guide and in the Operational Guide, which is updated from time to time. In Service Provider's sole discretion, Service Provider will determine the actions necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation.

10.06 Interrupt or Terminate Service

Upon notice to Department, Service Provider may interrupt or terminate Service if Service Provider determines that the End User's use of the Service infringes intellectual property rights.

Contract 11.0 - NO WARRANTIES

SERVICE PROVIDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF WHATSOEVER NATURE RELATING TO THE SERVICE OR ANY EQUIPMENT PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

TO THE EXTENT SERVICE PROVIDER PROVIDES ACCESS TO INFORMATION PROVIDED BY OTHER SOURCES, SERVICE PROVIDER ACCEPTS NO LIABILITY FOR AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTENT THEREOF.

Contract 12.0 - LIMITATIONS OF LIABILITY

SERVICE PROVIDER'S LIABILITY FOR DAMAGES OR COSTS ARISING FROM ERRORS, OUTAGES, OR FAILURES OF SERVICE, LACK OF SECURITY IN USE OF SERVICE, OR DEFECTS OR MALFUNCTIONS OF THE FACILITIES, OCCURRING IN THE COURSE OF PERFORMING UNDER THIS AGREEMENT, REGARDLESS OF THE

LEGAL BASIS FOR SUCH CLAIM, SHALL IN ANY EVENT BE LIMITED TO AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE TO THE DEPARTMENT FOR THE PERIOD OF SERVICE DURING WHICH SUCH ERRORS, OUTAGES, FAILURES, DEFECTS, OR MALFUNCTIONS OF EQUIPMENT OCCUR, SUBJECT TO THE ADDITIONAL LIMITATIONS BELOW. THE ABOVE LIMITATION DOES NOT INCLUDE ANY POTENTIAL LIABILITY FOR INTENTIONAL TORTS.

NO PARTY SHALL BE LIABLE TO ANOTHER FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST DATA OR RECORDS (EXCEPT TO THE EXTENT THE SERVICE PROVIDER IS REQUIRED TO BACK-UP DATA OR RECORDS), EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE. NO PARTY SHALL BE LIABLE FOR LOST PROFITS, LOST REVENUE, OR LOST INSTITUTIONAL OPERATING SAVINGS.

THE DEPARTMENT ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE TO EQUIPMENT ONLY WHEN THE EQUIPMENT IS WITHIN OPERATING RANGE OF THE FACILITIES LOCATED WITHIN THE WIRELESS SYSTEM. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED OR LIMITED FOR MANY REASONS. INDIVIDUAL CONNECTIONS MAY BE "DROPPED" (I.E., INVOLUNTARILY DISCONNECTED) FOR A VARIETY OF REASONS AS WELL. SERVICE PROVIDER SHALL INCUR NO LIABILITY FOR ITS INABILITY TO PROVIDE ADEQUATE SERVICES HEREUNDER IF SUCH INABILITY IS DUE TO THE LACK OF NETWORK COVERAGE, NETWORK CAPACITY, OR TO CAUSES BEYOND THE SERVICE PROVIDER'S REASONABLE CONTROL. NOR SHALL SERVICE PROVIDER BE RESPONSIBLE FOR ANY ACT OR OMISSION RELATED TO THIRD PARTY EQUIPMENT OR SYSTEMS USED IN CONNECTION WITH THE SERVICE.

WIRELESS SYSTEMS USE RADIO CHANNELS TO TRANSMIT VOICE AND DATA COMMUNICATIONS OVER A COMPLEX NETWORK, AND PRIVACY CANNOT BE GUARANTEED. SO LONG AS THE SERVICE PROVIDER HAS TAKEN REASONABLE PRECAUTIONS AND COMPLIED WITH THE TERMS OF THIS AGREEMENT, THE DEPARTMENT AGREES THAT SERVICE PROVIDER SHALL NOT BE LIABLE TO THE DEPARTMENT OR TO END USERS FOR ANY SUCH LACK OF PRIVACY.

FOR ALL CLAIMS AGAINST SERVICE PROVIDER RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, AND REGARDLESS OF THE BASIS ON WHICH THE CLAIMS ARE MADE, THE SERVICE PROVIDER'S LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED TO $1,000,000.

THESE LIMITATIONS SHALL NOT APPLY TO CLAIMS ARISING UNDER THE INDEMNIFICATION PROVISIONS IN THIS AGREEMENT, OR UNDER SECTIONS 15.9 (COMPLIANCE WITH LAWS) OR 15.10 (E-RATE) OF THIS AGREEMENT.

Contract 13.0 - INDEMNIFICATION

13.01 <u>Indemnification</u>

Sprint will indemnify and defend State, the Department, the SUNCOM Clients and the End Users, and their officers, agents, and employees against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney's fees, arising directly from performance of this Agreement and relating to personal injury, death, or damage to tangible personal property

that is alleged to have resulted, in whole or in part, from the negligence of Service Provider or its authorized agents, employees, partners, or subcontractors.

13.02 Conditions to Indemnification

Service Provider's obligations under the preceding paragraph with respect to any legal action are contingent upon the party seeking indemnification giving Service Provider (i) written notice of any action or threatened action, (ii) the opportunity to participate at the Department's expense with Service Provider maintaining control over the claim or action. Service Provider shall not finalize any settlement with respect to the State, the Department, a SUNCOM Client or any End User in any legal action without the State's prior written consent, which shall not be unreasonably withheld.

Contract 14.0 - DISPUTES

Any dispute concerning performance arising between the parties relating to this Agreement, which is not resolved by mutual agreement of the parties, will be promptly submitted in writing to the other party in accordance with the Notice requirements of the contract. The parties shall designate individuals with authority to resolve the dispute and such individuals shall work diligently and in good faith to resolve the dispute within thirty (30) days. In the event the parties are unable to resolve the dispute within sixty (60) days, any dispute concerning performance of the Agreement shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and serve a copy on Service Provider. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, Service Provider files with the Department a petition for administrative hearing. The Department's decision on the petition shall be final, subject to Service Provider's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to Service Provider's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120. Billing disputes shall be resolved pursuant to Section 215.422 of the Florida Statute.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida. In any such action, Florida law shall apply and the parties waive any right to jury trial.

Contract 15.0 - MISCELLANEOUS

15.01 Annual Appropriations

The State's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Legislature.

15.02 Waiver

The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

15.03 Public Records

The Department may terminate this Agreement if Service Provider refuses to allow public access to all documents, papers, letters, or other material made or received by Service Provider in

conjunction with this Agreement, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and Section 119.07(1), Florida Statutes.

15.04 Contractual Obligations

Neither party is authorized to act as an agent for, or legal representative of, the other party, nor shall either party have authority to assume or create any obligation on behalf of, in the name of, or that shall be binding upon, the other party.

15.05 No Subcontracting

The Service Provider may not subcontract any of the Services without the Department's prior written consent. The Service Provider shall not be released of its contractual obligation to the Department because of any subcontract.

15.06 Notices

Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be delivered (a) personally; (b) by certified mail, return receipt requested; (c) by an overnight courier service having a record of receipt; or (d) by facsimile, with a confirming copy sent by one of the other three methods described in this sentence. Notices shall be addressed as follows:

(a) If to Department, notice shall be sent to the Contract Administrator and the Contract Manager (see Section 6.05 above).

(b) If to Service Provider:
Attn: Legal Dept. – Public Sector
12502 Sunrise Valley Drive
MS: VARESA0208
Reston, VA 20196
Fax: (703) 433-8798

with a copy to:
Attn: Tracy Srodes
Sprint Branch Manager, Florida Public Sector
4914 S Tamiami Trail
Sarasota, FL 34231

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above. All notices shall be effective on receipt.

15.07 Force Majeure

Each party's performance under this Agreement shall be excused if such non-performance is due to labor difficulties, governmental orders, civil commotion, acts of nature, weather disturbances or adverse weather conditions, and other circumstances beyond the party's reasonable control.

15.08 Ethical Responsibilities

Each party shall be governed in all its dealings with respect to this Agreement by the highest standards of honesty, integrity, and fair dealing. Notwithstanding, the Department shall meet the requirements of Chapter 112, Florida Statutes where applicable.

15.09 Compliance With Laws

Service Provider and the Department shall at all times comply in all material respects with all laws, rules, codes, ordinances, and licensing requirements and regulations applicable to the performance of this Agreement and the conduct of their business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, Florida Statutes, and Chapters 60A-1 and 60FF, Florida Administrative Code, governs the Agreement. By way of further non-exhaustive example, Service Provider shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Agreement termination.

For additional information regarding SUNCOM rules and statutes, please reference the following link: http://dms.myflorida.com/suncom/suncom_customer_resources/rules_and_statutes.

15.10 E-Rate

The Schools and Libraries Program of the federal Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC), through its Schools and Libraries Division (SLD), under the direction of the Federal Communications Commission (FCC). The program provides discounts to assist most schools and libraries in the United States to obtain affordable eligible telecommunications, Internet access, and internal connections. SUNCOM Clients who have applied for E-Rate funding for eligible services and equipment from Service Provider are referred to herein as "E-Rate SUNCOM Clients."

Service Provider must have obtained or applied to obtain a Service Provider Identification Number (SPIN) from USAC prior to execution of the Agreement and shall provide relevant SPIN(s) to the Department. Service Provider also is required to submit a Service Provider Annual Certification (SPAC) (Form 473) to USAC each funding year to certify that it will comply with E-Rate rules and regulations. Service Provider shall maintain eligibility as an E-Rate service provider and shall avoid being placed on Red Light status by the FCC for the duration of the Agreement.

During the term of the Agreement, Service Provider shall be required to take all appropriate action to provide services in compliance with the terms and conditions of the Agreement and E-Rate rules and regulations. If Service Provider becomes ineligible as an E-Rate service provider during the term of the Agreement or becomes unwilling or unable to provide E-Rate eligible services in compliance with the Agreement and E-Rate rules and regulations, the Department and its E-Rate SUNCOM Clients shall change service providers and, if applicable, seek substitute services in accordance with applicable E-Rate rules and procedures. If during the term of the Agreement, due to circumstances within Service Provider's control, Service Provider becomes ineligible as an E-Rate service provider, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, the following shall apply:

A. Service Provider shall be liable for the actual direct damages incurred by the Department and any affected E-Rate SUNCOM Clients that have complied with the applicable E-Rate rules and regulations.

1. In the event that the Department and its E-Rate SUNCOM Clients change service providers and seek substitute services pursuant to the above paragraph, direct

damages shall include but not be limited to any amounts paid to the substituted service provider above Service Provider's price under this Agreement. In the event the Department or such E-Rate SUNCOM Clients are unable to obtain USAC approval to change to the new provider as a provider under E-Rate rules and such USAC denial is a result of Service Provider's intentional acts, gross negligence or willful misconduct, Service Provider will also be liable for the amount of E-Rate funding forfeited as a result.

2. Service Provider shall continue to provide the affected services to the Department and any affected E-Rate SUNCOM Client until such time as the Department and any affected E-Rate SUNCOM Client obtains services from a new service provider as set forth above (Transition Period). If the Department or E-Rate SUNCOM Clients are unable to obtain E-Rate funding for the Service Provider services for the Transition Period as a result of Service Provider's intentional acts, gross negligence or willful misconduct, the Department and E-Rate SUNCOM Client will not be responsible to pay Service Provider for the amounts left unfunded by E-Rate for that Transition Period.

3. If Service Provider violation of the E-Rate rules and regulations is a reason for E-Rate SUNCOM Clients' loss or forfeiture of E-Rate funding, in whole or in part, the value of the lost funding associated with Service Provider violation will be considered direct damage under this subparagraph (i)A.

Any damages paid for by the Service Provider in relation to Sections A (1-3) above, shall be limited to each individual SUNCOM Client's total net payments for the affected Services purchased in the 12 months prior to the event giving rise to the claim. Additionally, in no event shall Service Provider be liable for direct damages as set forth in 1. or 3. above or be required to perform as set forth in 2. above, beyond the last day of the E-Rate funding year in which Service Provider becomes ineligible as a provider under E-Rate, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part.

In addition, for purposes of clarification and to avoid confusion, the Department will not hold Service Provider responsible and Service Provider will not be liable pursuant to subparagraph A. above, if Service Provider becomes ineligible as an E-Rate provider during the term of the Agreement, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, due to circumstances that are determined to be beyond Service Provider's control.

B. Invoicing. The Department acknowledges that it has posted an E-Rate Form 470 in connection with the procurement, which is a prerequisite to E-Rate eligible entities utilizing the Agreement awarded as a result of the procurement as the basis of E-Rate funding applications. Additionally, the Department acknowledges that some SUNCOM Clients may be eligible and apply for discounts under E-Rate. Both Service Provider and the Department agree that:

1. E-Rate has specific rules and regulations regarding the manner in which USAC and SLD approve funding requests, are presented billing and conducts audits in connections with funding under the E-Rate program; and

2. In order to ensure that the billing mechanisms and processes established pursuant to this Agreement with respect to the applications of SUNCOM Clients for discounts under the E-Rate program are in compliance with the E-Rate program requirements and regulations, the duties and responsibilities of each party are set forth in Section 5.07.06 (Invoicing) of the Business Process and Operations **Exhibit 2 – Business Process and Operation**.

15.11 Advertising

Subject to Chapter 119, Florida Statutes, Service Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from the Department, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking Service Provider's name and either a description of the Agreement or the name of the State, the Department or any SUNCOM Client in any material published, either in print or electronically, to any entity that is not a party to Agreement, except potential or actual authorized distributors, dealers, resellers, or service representative.

15.12 Assignment

No rights or obligations hereunder shall be assigned or delegated, in whole or in part, by either party to any other person, firm, corporation, or other entity without the other party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Service Provider may assign this Agreement to an entity to whom the outstanding common stock or substantially all the assets of Service Provider are transferred after first receiving FCC and other necessary governmental approvals with notification to the Department. For purposes of this provision, any change in the ultimate control of a party, by stock sale, merger, consolidation, or any other means, shall constitute an assignment subject to written notification to the other party.

15.13 Employees, Subcontractors, and Agents

All Service Provider employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Service Provider shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement. The State may conduct, and Service Provider shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Service Provider. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Department's security or other requirements. Such approval shall not relieve Service Provider of its obligation to perform all work in compliance with the Agreement. The State may reject and bar from any facility for cause any of Service Provider's employees, subcontractors, or agents.

15.14 Governmental Restrictions

If Service Provider believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Agreement, Service Provider shall immediately notify the Department in writing, indicating the

specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to the Department.

15.15 Lobbying and Integrity

The Service Provider shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, Service Provider shall provide any type of information the Inspector General deems relevant to Service Provider's integrity or responsibility. Such information may include, but shall not be limited to, Service Provider's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Service Provider shall retain such records for the longer of (i) three years after the expiration of the Agreement or (ii) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Service Provider agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Service Provider's compliance with the terms of this or any other agreement between Service Provider and the State which results in the suspension or debarment of Service Provider. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Service Provider shall not be responsible for any costs of investigations that do not result in Service Provider's suspension or debarment.

15.16 Warranty of Ability to Perform

The Service Provider warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Service Provider's ability to satisfy its obligations hereunder. The Service Provider warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government. The Service Provider shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Agreement.

15.17 Modification of Terms

The Agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and Service Provider. The Agreement may only be modified or amended upon mutual written agreement of the Department and Service Provider. No oral agreements or representations shall be valid or binding upon the Department or Service Provider. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against the Department. The Service Provider may not unilaterally modify the terms of the Agreement by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Service Provider's order or fiscal forms or other documents forwarded by Service Provider for payment. The Department's acceptance of product or

processing of documentation on forms furnished by Service Provider for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

If a SUNCOM Client or the Department previously entered into a written agreement for the purchase of any Service from Service Provider, the provisions of such earlier agreement shall be subject to the terms for transition as set forth in **Exhibit 2** (Business Operations) and no early cancellation fees shall apply.

15.18 **Successors and Assigns**
This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

15.19 **Execution in Counterparts**
The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15.20 **Severability**
If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

15.21 ***FHP and Associated or Similar Number**
Service Provider allows the Department, SUNCOM Clients and its End Users in Florida to dial *FHP at no additional charge.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates signed below.

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

By: [signature]

Print Name: BRETT RAYMAN

Title: CHIEF OF STAFF

Date: 1/13 2012

SPRINT SOLUTIONS, INC.

By: [signature]

Print Name: Carolyn Rehling

Title: Regional Vice President

Date: 1/12/12

Approved as to form and legality by DMS Office of the General Counsel

By: [signature]

Print Name: Kristin Klein

Date: 1/13/12

Sprint — Approved as to Legal Form
HRF
12 Jan 12

APPROVED
SPRB
1/12/2012

EXHIBIT 2 – BUSINESS PROCESS AND OPERATION

Exhibit 2.0 Sprint MCS Business Processes and Operations

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2.01 Business Model General Description

To deliver service, a comprehensive business-to-business (B2B) process shall be implemented between DMS and the Service Provider. The process shall use significant automation to implement the DMS standard business model as governed by Section 282, Florida Statutes, and Chapter 60FF-2, Florida Administrative Code.

The Service Provider shall provide DMS all products and services information with relationships that identify which products and services are compatible. SUNCOM Endusers place orders (Customer Services Authorizations, or CSAs, in Florida Administrative Code 60FF-2) through the DMS Open and Shared Information System (OaSIS). Orders are passed electronically to Service Providers who update the fulfillment status. Upon order completion, Service Providers then invoice DMS monthly for services rendered to all SUNCOM Endusers through a single invoice to DMS with supporting detail and utilization in electronic files. This supporting detail includes auditable charges at the activity level capable of being tracked to the SUNCOM Enduser.

The Service Provider shall not be obligated to directly invoice or collect payment from SUNCOM Endusers for any product or services purchased through OaSIS.

2.02 Implementation Timeline

Figure 2:1 is the timeline identifying milestones to be achieved by both DMS and the Service Provider to implement the agreed B2B model.

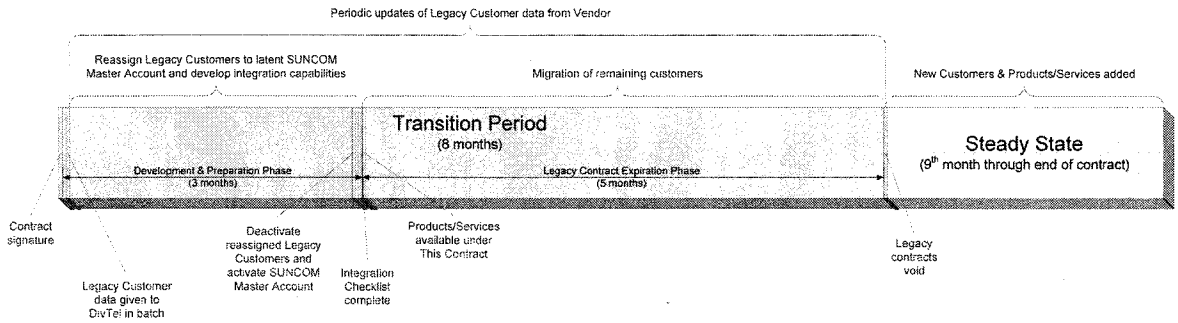


Figure 2:1

DMS and the Service Provider agree to make available the required test sites to implement the applicable prototype integration modules.

2.03 SUNCOM Client Experience

SUNCOM Endusers shall obtain and manage their wireless telecommunications Products, Services and costs using OaSIS. SUNCOM Endusers shall have the ability to login and navigate OaSIS to review their inventory, orders, accounts and charges. SUNCOM Endusers seeking to purchase, change or learn details about the Products/Services provided shall do so through OaSIS from information supplied by the Service Provider and approved by DMS.

OaSIS integration with the Service Provider shall not preclude branding and marketing. OaSIS shall display Service Provider logos in association with the Products/Services offered by the Service Provider through SUNCOM.

2.03.1 OaSIS Website

OaSIS shall be the exclusive SUNCOM Enduser portal to all systems. Orders shall be configured and distributed from OaSIS. The Service Provider shall produce an electronic file of all Products/Services, including relationships, for OaSIS to identify the necessary business rules for ordering Service Provider Products/Services.

The Service Provider shall include valid specifications, pictures, and details on all devices.

The Service Provider shall provide coverage maps that are accessible to the SUNCOM Enduser from OaSIS.

The Service Provider shall impose no terms, conditions or requirements that are not identified herein.

When a SUNCOM Enduser selects a Closed User Group under Profile 1 (as referenced in Exhibit 1), OaSIS shall present the following disclaimer for the SUNCOM Enduser to agree as part of the work order submission:

> AAA AUTHENTICATION RELEASE: As addressed and defined in the Service Operational Guide, the Service Provider may provide SUNCOM Endusers with Closed User Group services ("AAA Services"). As the Service Provider provides AAA Services and generates credentials for an Enduser Device, the SUNCOM Enduser will not hold the Service Provider responsible for any delays or errors that could arise in retrieving information from the Enduser. "Information" the Radius AAA username/password as well as the State of Florida assigned IP address. The SUNCOM Enduser will further release the Service Provider and DMS from any and all third-party claims, losses, expenses, demands, actions or causes of action arising out of a delay or error in information for the AAA Services.

DMS shall establish and maintain SUNCOM Enduser Billing Accounts. Account management functions shall be performed entirely by OaSIS.

DMS shall transmit work orders to the Service Provider using APIs when SUNCOM Endusers seek to add, modify, or discontinue a Product/Service offered by the Service Provider. Product/Service maintenance shall leverage the APIs to electronically transmit work orders to the Service Provider.

Service Provider shall accept supplied order data from OaSIS and provide back to OaSIS all data field requirements established by DMS through APIs for work order fulfillment.

Service Provider shall manually complete work orders in OaSIS if automated routines are not available from the Service Provider based on the type of work order generated by the SUNCOM Enduser.

2.04 Business Process Technology and Core Data

2.04.1 OaSIS Managed Sessions

OaSIS shall be the only state system granted access to the Service Provider's systems. Additional systems requiring access to the Service Provider system may be mutually agreed upon by both parties.

Managing SUNCOM Endusers' ordering permissions in OaSIS is solely the responsibility of DMS.

2.04.2 Data and Relationships

OaSIS shall contain a comprehensive set of all ordering and inventory data elements as respectively assigned by the Service Provider and DMS. SUNCOM Endusers shall view their comprehensive order information as well as inventory information from OaSIS.

The conceptual data diagram in **Error! Reference source not found.** below, combined with the data dictionary (Attachment 15: Data Dictionary), comprises a proposed conceptual data schema developed to illustrate the minimal business requirements of this Contract and the technical mechanisms necessary to achieve them. The schema includes the minimum data tables, elements and relationships that are necessary to the business process. DMS will retain a comprehensive set of all of the data in OaSIS.

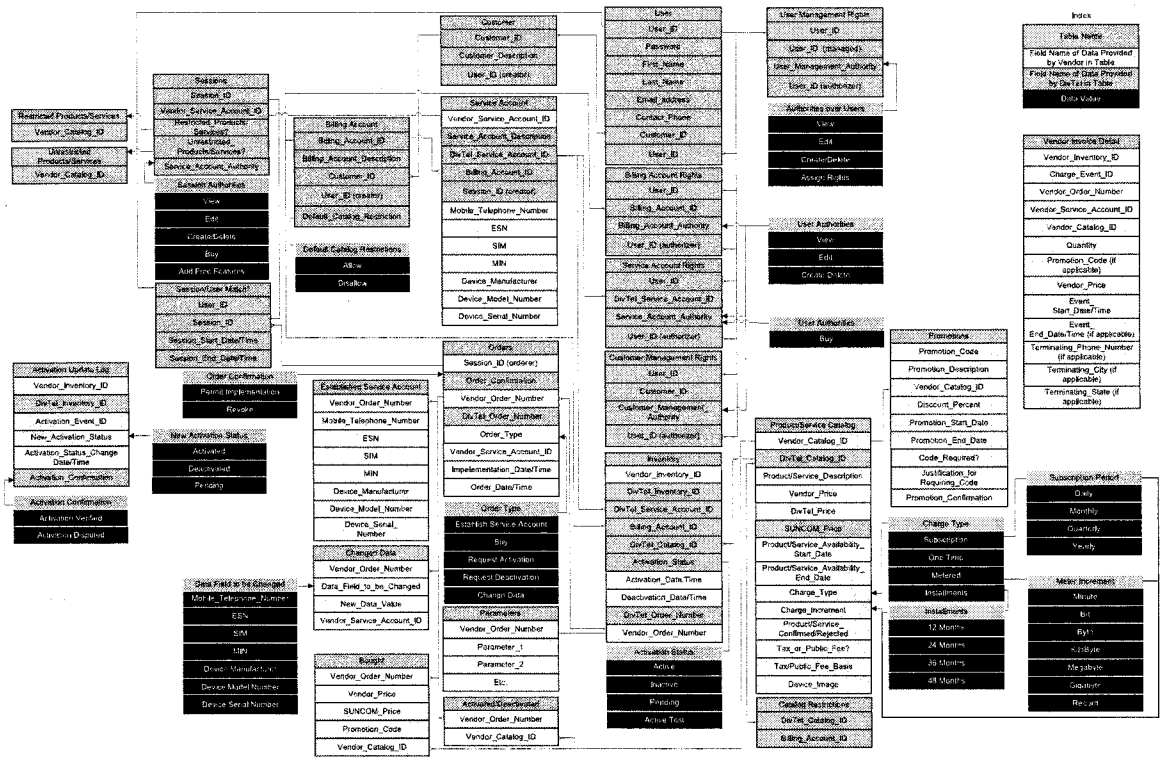


Figure 2:2

The proposed conceptual data schema is not comprehensive of the entire schemas expected to be used by both Parties. Nor is this schema a literal depiction of the table and field names DMS or the Service Provider expects to use. These terms were chosen to best illustrate the concepts necessary to illustrate the business process. Every data element, table and relationship depicted here has an analogy within DMS's OaSIS and some are expected to be matched with analogous data in the Service Provider's systems.

2.05 Business Process Flow and Service Provider Duties

The following diagram outlines both parties' respective duties during the Transition and Steady State Periods for the life of the Contract.

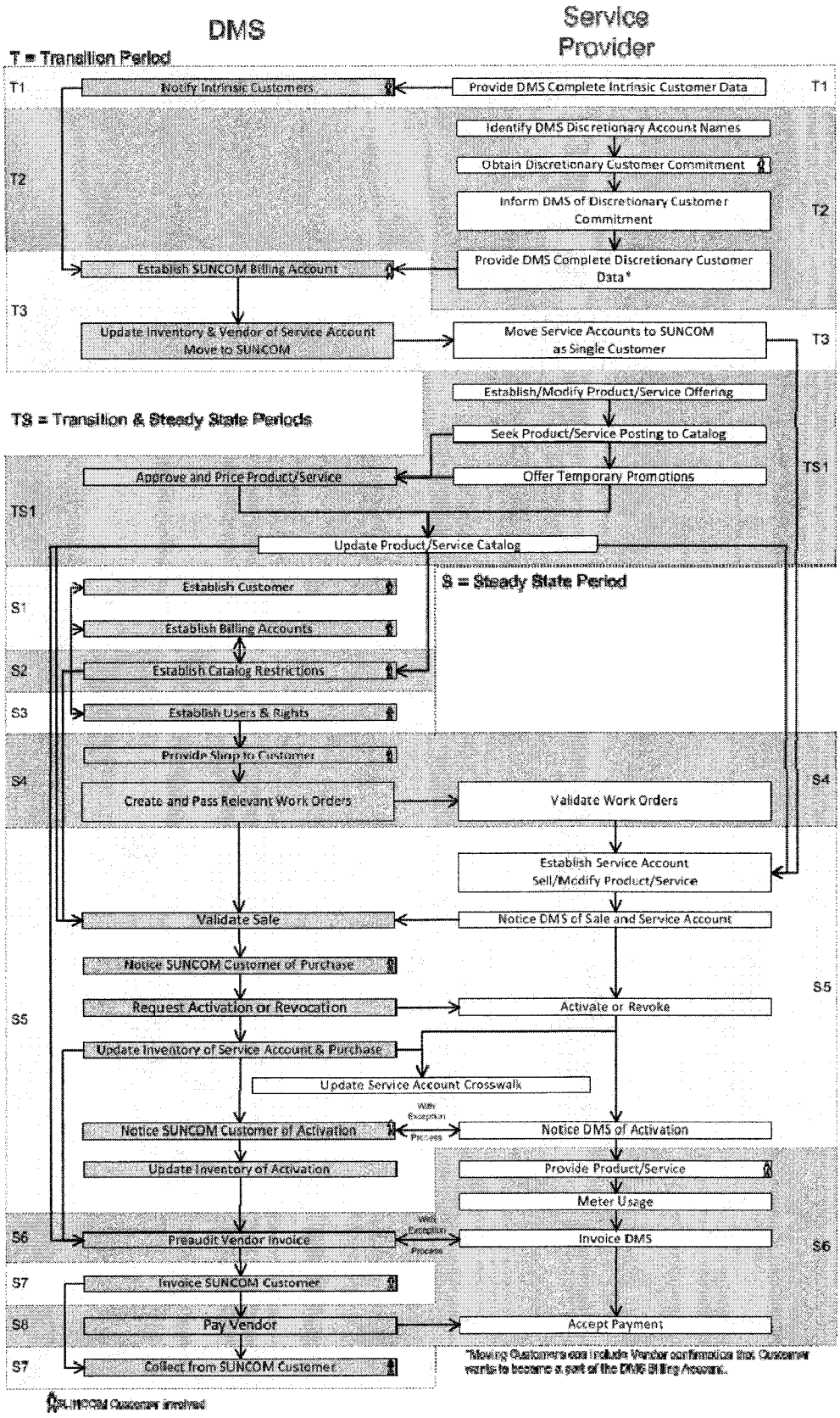

DMS
Service Provider
T = Transition Period
T1
Notify Intrinsic Customers
Provide DMS Complete Intrinsic Customer Data
T1
Identify DMS Discretionary Account Names
Obtain Discretionary Customer Commitment
T2
Inform DMS of Discretionary Customer Commitment
T2
Establish SUNCOM Billing Account
Provide DMS Complete Discretionary Customer Data*
T3
Update Inventory & Vendor of Service Account Move to SUNCOM
Move Service Accounts to SUNCOM as Single Customer
T3
Establish/Modify Product/Service Offering
TS = Transition & Steady State Periods
Seek Product/Service Posting to Catalog
Approve and Price Product/Service
Offer Temporary Promotions
TS1
TS1
Update Product/Service Catalog
S = Steady State Period
S1
Establish Customer
Establish Billing Accounts
S2
Establish Catalog Restrictions
S3
Establish Users & Rights
Provide Ship to Customer
S4
Create and Pass Relevant Work Orders
Validate Work Orders
S4
Establish Service Account Sell/Modify Product/Service
Validate Sale
Notice DMS of Sale and Service Account
Notice SUNCOM Customer of Purchase
S5
Request Activation or Revocation
Activate or Revoke
S5
Update Inventory of Service Account & Purchase
Update Service Account Crosswalk
With Exception Process
Notice SUNCOM Customer of Activation
Notice DMS of Activation
Update Inventory of Activation
Provide Product/Service
Meter Usage
S6
Preaudit Vendor Invoice
With Exception Process
Invoice DMS
S6
S7
Invoice SUNCOM Customer
S8
Pay Vendor
Accept Payment
S7
Collect from SUNCOM Customer
*Moving Customers can include Vendor confirmation that Customer wants to become a part of the DMS Billing Account.
SUNCOM Customer involved

Figure 2:3

2.05.1 Transition Period

Both parties shall use the Transition Period to prepare the services and business process outlined herein. The Transition Period shall begin at Contract execution and be completed within eight months. At the sole discretion of DMS, the Transition Period may be extended. Both parties shall agree to reduce the timeframe.

The Transition Period shall consist of two phases; 1) Development and Preparation lasting approximately three months, and 2) Legacy Contract Expiration lasting approximately five months.

During the Transition Period, the Service Provider shall continue to serve all SUNCOM Eligible Endusers it currently serves under pre-existing State of Florida contract terms between the Service Provider and the customer, unless DMS requests the Service Provider to transition specific Endusers to the new terms associated with this Contract. The Service Provider may also activate new service under the pre-existing contract terms during this Period only. Terms of preexisting State of Florida contracts will become addendums to this Contract and active until affected Endusers are transitioned to the new terms and will be terminated at the end of the Transition Period.

During the Transition Period, there shall be no breaks in service for Enduser accounts in good standing, unless the Enduser requests termination. The Service Provider shall not adjust prices and require no obligation to make changes to services provided during Transition.

Collections for any payment obligations incurred by any SUNCOM Enduser prior to the affected Endusers being transitioned to the new Contract terms shall continue to be the Service Provider's responsibility. Debt incurred for any Product/Service usage or purchase prior to one full billing cycle after the transition of a SUNCOM Enduser to this Contract shall not become the responsibility of DMS or its obligation to pay.

2.05.1.1 Development and Preparation Phase

2.05.1.1.1 Establishing Prerequisite Automation Capabilities

During the Development and Preparation phase, both parties shall modify their respective automation systems to meet the requirements of the Contract. No SUNCOM Enduser shall be served under the new terms of this Contract until the Development and Preparation phase is completed. Completion of this phase is defined in the attached Implementation Checklist of tasks (Attachment 10). This list is comprised of all the automation capabilities and exchanges of preliminary data necessary to accommodate the business process described in Legacy Contract Expiration Phase and Steady State Business Process. Execution of the Implementation Check List by both parties shall affirm the listed automation functions can be performed.

2.05.1.1.2 Legacy Eligible SUNCOM Enduser Lists to be provided to DMS

At the beginning of the Development and Preparation phase, the Service Provider shall provide DMS with the data necessary to contact Eligible SUNCOM Endusers currently being served by the Service Provider. The Service Provider shall provide the electronic data pertaining to Eligible SUNCOM Endusers based on the enduser definition provided in Section 2.07 Enduser Identification.

The Service Provider shall deliver Eligible SUNCOM Enduser data in American Standard Code for Information Interchange (ASCII) delimited batch files for Eligible SUNCOM Endusers within two weeks

of Contract execution. The Service Provider shall make periodic updates for any SUNCOM Endusers established during the Development and Preparation phase and as Products/Services are modified.

DMS Billing Accounts shall be activated at the beginning of the Legacy Contract Expiration Phase. The approach to transferring Eligible SUNCOM Endusers to a DMS Billing Account shall be different depending upon the SUNCOM Enduser being an Intrinsic Enduser or Discretionary Enduser.

DMS and the Service Provider shall attempt to contact every Eligible SUNCOM Enduser identified by the Service Provider announcing this Contract and providing prices and instructions on how to establish an account with DMS. Contact shall be made based on Eligible SUNCOM Enduser status in Section 2.07 Enduser Identification.

A SUNCOM Enduser self-service page in OaSIS will be made available allowing the enduser to either; 1) designate current DMS Billing Accounts to become the accounts for wireless service, or 2) establish new DMS Billing Accounts for wireless service. DMS will also use this page in conjunction with SUNCOM Endusers to establish/designate accounts.

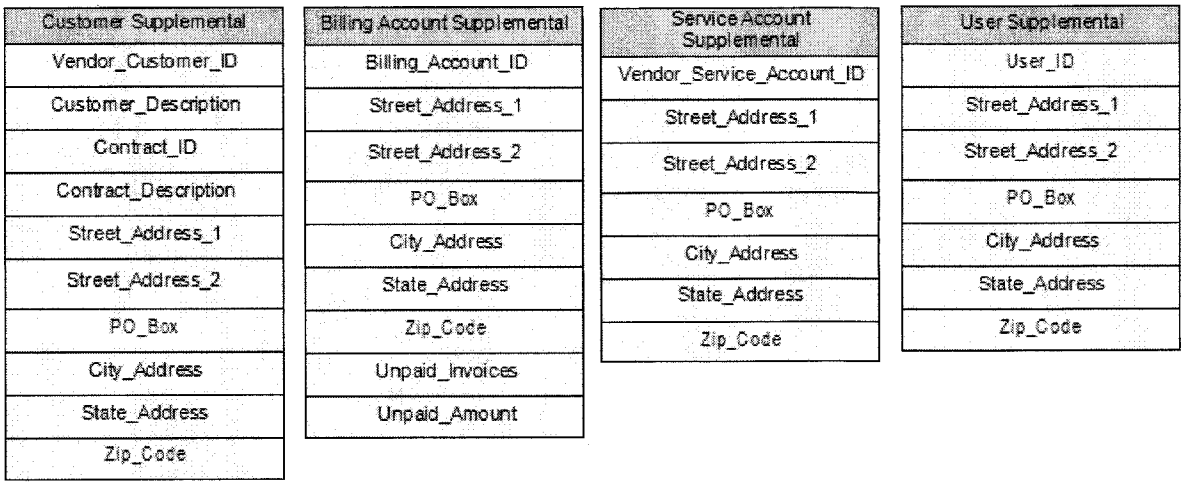
DMS shall attempt to directly contact Eligible SUNCOM Endusers for whom there was an email notification problem and those who have not used OaSIS to establish/designate an account within 60 days after the notice was sent.

2.05.1.1.2.1 Intrinsic Endusers: T1

Detailed account data shall be provided by the Service Provider to DMS regarding the Intrinsic SUNCOM Endusers identified in Section 2.07 Enduser Identification.

The Service Provider shall provide DMS detailed account data related to the SUNCOM Enduser Billing Account, Service Accounts, Users, Orders, Inventory and Products/Services (as depicted in the conceptual data diagram in Figure 2:2 above). The Service Provider shall also provide the supplemental data for the SUNCOM Enduser shown in Figure 2:4 below.

Intrinsic Customer Supplemental Data



Note that the relationships between Customers, Billing Accounts, Service Accounts, Users and other key fields should be supplied through the Vendor's delivery of its version of the core data depicted in the schema diagram. Also note that the request for and inclusion of data on pending payments does not imply DivTel's assumption of those obligations. Rather, it is contextual information.

Figure 2:4

As DMS informs and facilitates transfer of Intrinsic Endusers during the Development and Preparation Phase, DMS shall periodically inform the Service Provider via electronic file of the Endusers ready for transition. The Service Provider shall then identify the Enduser Service Accounts to become part of the DMS Billing Account in the Service Provider's system upon completion of the Development and Preparation Phase.

2.05.1.1.2.2 Discretionary Endusers: T2

The Service Provider shall provide Account Name information for discretionary SUNCOM Eligible Endusers as defined in Section 2.07: Enduser Identification.

The Service Provider shall contact these SUNCOM Eligible Endusers to notify them of the Contract and Products/Services available therein. Upon confirmation to the Service Provider from the SUNCOM Eligible Enduser to move their service to SUNCOM, the Service Provider shall send the detail account information and supplemental data equivalent to the Intrinsic Enduser process referenced above. The SUNCOM Enduser will then have the ability through OaSIS to associate their service to a SUNCOM account.

The Service Provider shall update DMS on its status to notify these SUNCOM Eligible Endusers.

DMS shall notify the Service Provider via electronic file of Endusers ready for transition. The Service Provider shall then identify the Enduser Service Accounts to become part of the DMS Billing Account in the Service Provider's system upon completion of the Development and Preparation Phase.

2.05.1.1.2.3 Initiating Service for Legacy SUNCOM Endusers: T3

Unless DMS names exceptions, during the Transition Period, the Service Provider shall move all Service Accounts held by all Intrinsic Endusers and all consenting Discretionary Endusers to a latent DMS Billing Account (i.e. mark them for later consolidation under the DMS Billing Account). The Service Provider shall provide a list of all Service Accounts to be added to the DMS Billing Account.

On the last day of the Development and Preparation Phase, the Service Provider shall activate the DMS Billing Account with all applicable Service Accounts moved to it, at the request of DMS. All Intrinsic Endusers (unless named by DMS as exceptions) and many consenting Discretionary Endusers will be included in this transition. At this time there shall no longer be an association in the Service Provider's system between these Legacy SUNCOM Endusers and these Service Accounts for billing purposes. Rather, these Service Accounts shall then be included in the DMS Billing Account and DMS shall be the Service Provider's single customer holding all of these Service Accounts.

The transitioning of more Eligible Endusers who consent after the end of the Development and Preparation Phase, and any previously named exceptions among Intrinsic Endusers, will continue through the end of the Transition Period (see 2.05.1.2 "Legacy Contract Expiration Phase").

Once transferred and the end of the current billing cycle transpired, Legacy SUNCOM Endusers shall no longer receive an invoice directly from the Service Provider. New prices, terms and conditions shall now apply to the Service Accounts. DMS and the Service Provider will attempt this transition to correspond to the Service Provider's billing cycle. If the timing of the transition does not coincide with the Service Provider's billing cycle, all charges, to DMS and the Legacy SUNCOM Enduser, shall be prorated to account for partial billing periods of service. All payment obligations that were incurred by the SUNCOM Enduser prior to the first full billing cycle under the DMS Billing Account will continue to be

the obligation of the SUNCOM Enduser to pay directly to the Service Provider. DMS shall not assume any obligation or responsibility for the debt.

DMS and the Service Provider shall exchange and audit the lists to verify and reconcile which Service Accounts will become active under the DMS Billing Account.

2.05.1.1.2.4 Establishing the Matching Product/Service Catalog: TS1

The Service Provider shall first obtain approval from DMS to make any Product/Service available to any SUNCOM Enduser. The Service Provider shall be the source of Product/Service information. DMS shall not alter Product/Service information submitted by the Service Provider (DMS will append to the Product/Service information, such as SUNCOM price, SUNCOM ID, etc.). The Service Provider shall provide this data to DMS via electronic message, pseudo file, or ASCII delimited file, so that the relationships between Products, Services and features can be extrapolated through automated routines.

DMS shall advise the Service Provider that the Product/Service has been approved or disapproved to be a part of the Catalog. Product/Service shall not be available to SUNCOM Endusers through OaSIS, or any other manner, until approved. If approved, DMS shall provide a SUNCOM price for the Service Provider to market to SUNCOM Endusers. No other prices shall be displayed or represented to the SUNCOM Enduser by the Service Provider.

The approved Product/Service data provided by the Service Provider, along with the SUNCOM prices, shall be included in the SUNCOM Catalog as a basis for ordering, inventory, auditing, and billing. All approved and declined requests shall be maintained for a period of one year.

No Product/Service elements from the Service Provider shall be made available under this Contract without prior DMS approval, as set forth above. Products (devices) no longer sold by the Service Provider shall be archived due to inclusion in inventory. Products (devices) currently not available due to a lack of available inventory shall remain in the Product Catalog with an inventory level of zero.

2.05.1.1.2.4 Product/Service Temporary Promotions: TS1

With approval from DMS, the Service Provider may offer temporary price reductions for those specific Products/Services contained in the Products/Services Catalog. To obtain Promotion approval and establish the appropriate SUNCOM pricing, the Service Provider shall exchange the Product/Service data necessary to identify the promotion and the basis for calculating any savings from the promotion prior to the availability of the Promotion. Only the resulting SUNCOM established price for the Product/Service Promotion shall be displayed to the SUNCOM Enduser by the Service Provider. DMS shall not increase its existing cost recovery percentage for the purpose of offsetting any SUNCOM Enduser savings from the Promotions.

The following conditions shall apply to Promotions:

1. All Promotions follow the same Product/Service approval process as set forth above.

2. All Promotions related to a particular Product/Service must be available to all SUNCOM Endusers. There shall be no restrictions or conditions other than the requirement that it applies to a specific Product/Service and that it is offered to a SUNCOM Enduser.

3. Promotion Codes (if required by the Service Provider) requested at order placement as a prerequisite to obtaining the benefits of a Promotion shall include written justification in the electronic file submitted.

4. At the sole discretion of DMS, Promotions may be publicized in any way it chooses.

5. Promotions shall never have the effect of increasing a Product/Service price.

2.05.1.1.2.5 Taxes and Fees Classified as Services

Taxes (defined here to include fees that the Service Provider collects on behalf of public entities) shall be established as Services in the Product/Service Catalog prior to charging DMS. The standard electronic file process whereby the Service Provider submits requests for Product/Service Catalog inclusion shall contain a description field and clearly identify the tax or public fee. The Catalog item shall be tagged as a tax/fee and the Service Provider shall provide a complete explanation describing the basis for the tax/fee.

The Service Provider shall recognize and honor all validly and properly issued and executed tax exemption certificates delivered by DMS and statutory exemptions and shall not bill DMS for any such exempted taxes. The Service Provider's rates and charges for Products and Services shall not include taxes. DMS shall pay any and all taxes for which it does not have an exemption.

Taxes and fees identified in Exhibit 3 may appear on bills to DMS. No other FCC or PUC fee, cost recovery fee, surcharge or assessment applicable to wireline and/or wireless voice and/or data telecommunications services shall be imposed during the term of this Contract, without inclusion in the Contract, unless mandated by the FCC or PUC. The Service Provider will only bill for discretionary fees that are sanctioned by the Federal or State governments if they are included in Exhibit 3 or subsequently agreed upon between both Parties.

2.05.1.2 Legacy Contract Expiration Phase

Immediately following the conclusion of the Development and Preparation Phase, a five month Legacy Contract Expiration Phase shall begin during which the remaining Eligible SUNCOM Endusers currently served with wireless communications service by the Service Provider, shall be transferred to DMS. This shall require reassignment of respective Service Accounts from existing Eligible SUNCOM Endusers to DMS as the single Customer, with a single Master Billing Account.

During the Legacy Contract Expiration Phase, the Service Provider shall not establish any new billing accounts for any Eligible SUNCOM Enduser pursuant to the State Term Contract for wireless services. Additionally, during the Legacy Contract Expiration Phase, the Service Provider shall not establish any billing accounts for any state agency under any terms or contract other than this Contract.

1. Ongoing Transfers During the Phase

    a. During the Legacy Contract Expiration Phase, DMS and the Service Provider shall continue to contact Eligible SUNCOM Endusers served by the Service Provider. As each additional SUNCOM Enduser billing account is designated/established in OaSIS, the Service Provider shall include the SUNCOM Enduser in the DMS Billing Account. The Service Provider shall implement the change as soon as commercially practical upon notification from the SUNCOM Enduser or DMS, per statutorily required SUNCOM Endusers per Section 2.07 "Enduser Identification".

    b. Within 48 hours of notice from the Discretionary SUNCOM Endusers agreeing to include its Service Account(s) under SUNCOM, or DMS notification that a state agency will become a part of the SUNCOM billing account, the Service Provider shall provide the associated detailed account data to DMS and move the Enduser Service Accounts to the DMS Billing Account for inclusion in the next complete billing cycle.

c. After the SUNCOM Enduser Service Accounts have been transferred to DMS and the end of the current billing cycle has transpired, the SUNCOM Enduser shall no longer receive an invoice directly from the Service Provider. Any payment obligations that were incurred by the SUNCOM Enduser prior to one full billing cycle under the DMS Billing Account shall continue to be the SUNCOM Enduser's obligation to pay directly to the Service Provider. DMS shall not assume any obligation or responsibility for the debt owed by the SUNCOM Enduser to the Service Provider.

2. Terminating Services at the Conclusion of Transition

a. At the end of the Legacy Contract Expiration Phase, the Service Provider shall discontinue providing wireless telecommunications services to all state agencies that are not a part of the DMS Billing Account, regardless of the contract used to purchase the services, unless DMS has requested an extension on behalf of the specific SUNCOM Enduser in accordance with Section 282.703(5)(a), F.S. If DMS grants any such extension, it shall provide a list of affected SUNCOM Endusers to the Service Provider. The Service Provider shall comply with any time limits imposed by DMS on the extension by terminating services to the state agency at the end of the extension period unless another extension is granted or the SUNCOM Enduser's account is transferred to the DMS Billing Account.

b. One month prior to the end of the Transition Period, the Service Provider shall provide daily lists of all state agencies that have not been transferred to the DMS Billing Account and identify all of the active Service Accounts that are in jeopardy of termination without transfer to DMS.

c. At the Service Provider's discretion, it may continue to serve all non-state agency SUNCOM Endusers after the Legacy Contract Expiration Phase under terms established with the Enduser.

d. The terms of the existing State Term Contract for Wireless Voice Services, the Participating Addendum and all other SUNCOM wireless services contracts that have effectively been extended through amendments to this contract shall be void at the end of the Legacy Contract Expiration Phase and shall no longer be available for use by any entity. DMS reserves the right to establish separate extensions on individual contracts during the Transition Period.

2.05.2 Steady State Business Process

With the transition of existing SUNCOM Endusers and services to the Contract, and completion of systems modifications to accommodate the shared business processes (as verified in Attachment 10: Implementation Checklist), the Transition Period shall end and standard business processes shall be implemented. While both Parties have responsibilities related to the process, either the Service Provider or DMS shall be primarily responsible for specific steps. Figure 2:3 categorizes these steps and assigns responsibility for them.

2.05.2.1 Updating the Products/Services Catalog: TS1

The process for establishing new Products/Services shall be the same during the Steady State Period as it is during the Transition Period. Refer to Section 2.05.1.1.2.4 Establishing the Matching Product/Service Catalog: TS1" for an explanation of the process.

2.05.2.2 Establishing SUNCOM Endusers and Billing Accounts: S1

DMS shall be responsible for invoicing SUNCOM Endusers and must verify SUNCOM eligibility.

DMS is solely responsible for establishing SUNCOM Endusers and the Billing Accounts under which they will be invoiced and managed. The business processes for establishing SUNCOM Endusers and Billing Accounts will occur within OaSIS and this data shall not be synchronized between the Parties. However, DMS will share Enduser information related to each Service Account that is necessary to the Service Provider for delivering product support.

1. Transferring Existing SUNCOM Eligible Endusers During Steady State Period

    a. Existing SUNCOM Eligible Endusers being served by the Service Provider may decide to become SUNCOM Endusers after the Transition Period. As DMS or the Service Provider identify such SUNCOM Eligible Endusers, DMS and the Service Provider shall implement the business process as described in Section 2.05.1.1.2.2 Discretionary Endusers: T2.

2. SUNCOM Enduser Implemented Catalog Restrictions: S2

    a. All SUNCOM Endusers shall have the option of restricting the availability of certain Products/Services from their staff. DMS shall facilitate this by providing SUNCOM Endusers an OaSIS interface for the restriction at the account level.

    b. The system default restriction option shall be set to "Allow".

2.05.2.3 SUNCOM Client Management: S3

1. Establishing SUNCOM Enduser Permissions: S3

    a. OaSIS shall be the portal for access to all services and functions under the Contract. OaSIS shall manage all SUNCOM Enduser permissions. DMS shall be solely responsible for establishing SUNCOM Endusers, maintaining their information and passwords and assigning their permissions. DMS shall not be required to provide any of the information related to specific SUNCOM Endusers to the Service Provider, unless the information is necessary for E-Rate eligibility and compensation, and necessary to the Provider for product support.

2. Service Provider Staff Authorities in OaSIS

    a. Service Provider staff shall be given broad permissions within OaSIS to assist SUNCOM Endusers in selecting the Service Provider's products and drafting orders to the Service Provider.

2.05.2.4 Enduser Shopping and Work Order Creation: S4

SUNCOM Endusers will use OaSIS to shop for wireless services. The basis of the OaSIS Shop shall be the Products/Services Catalog data submitted from the Service Provider. The OaSIS Shop will be populated with this Catalog data, upon DMS approval. OaSIS shall create an individual work order per Service Account requested by the SUNCOM Enduser and electronically submitted to the Service Provider to complete. OaSIS shall perform validation on the work orders before submission to the Service Provider. OaSIS shall extract the validation rules from the electronic Products/Services Catalog

submitted by the Service Provider. The Service Provider upon receipt of work orders shall validate their accuracy and update OaSIS with their respective status.

The Service Provider shall be responsible for all Product/Service information presented in the OaSIS Shop.

2.05.2.5 Enduser Orders

1. Establishing Service Accounts: S5

    a. Service Accounts shall be associated with at least one work order identifying a Product/Service from the Catalog submitted by the SUNCOM Enduser. The Service Account may carry several unique identifiers such as phone number, electronic serial number, and device serial number.

2. Validate Sale: S5

    a. The Service Provider shall submit status updates and completion information per work order for DMS to validate the status and completion of the work order.

    b. If the order is declined, the Service Provider shall terminate the work order and archive the order request for review.

    c. DMS shall notify the SUNCOM Enduser via email based on the Service Provider update.

    d. The Service Provider and DMS shall work together to resolve any confusion about a work order and document the result.

        i. The Service Provider shall have a dedicated account representative to manage and monitor pricing, order quality, approved/declined orders, and resolve issues or discrepancies.

3. Activation Changes: S5

    a. SUNCOM Endusers may seek to make changes to a Service Account. These changes shall generate work orders from OaSIS that are then electronically forwarded to the Service Provider for completion. These changes may impact billable options on the Service Account: A deactivation shall terminate the Product/Service by SUNCOM Enduser choice.

4. Changing Data: S5

    a. At any time, data associated with a Service Account may warrant modification which may have no charge ramifications. All modifications shall be sent to the Service Provider as a work order using OaSIS.

5. Retail Store Device Replacements

    a. SUNCOM Endusers will enter orders for replacements using OaSIS. The Service Provider shall receive the order from OaSIS and coordinate with the SUNCOM Enduser where to pick up replacement devices. The Service Provider retail store shall provide the ESN and other necessary information to the appropriate Service Provider contact that will then update OaSIS with the completion information.

b. If the Service Provider is unable to facilitate this process, then no actions pertaining to the DMS Billing Account shall be implemented in retail store locations.

6. Activation Status: S5

a. Order and activation may happen independently. The Service Provider shall provide activation status updates separately and subsequent to work order placement and completion.

2.05.2.6 Inventory: S5

OaSIS Inventory shall reflect modifications made to SUNCOM Enduser Service Accounts. Service Accounts in Inventory shall be kept current using updates provided by the Service Provider's electronic work order processing system.

The Service Provider shall perform inventory updates and electronically transmit all changes to DMS. Verification of inventory data shall be handled weekly at a minimum and be the responsibility of both Parties.

2.05.2.7 Invoicing

1. Service Provider Invoicing: S6

a. The Service Provider shall submit monthly invoices to DMS for all wireless services. This invoice shall consist of 1) a single request for payment on unchangeable format known as a "hand bill" that reflects the total charges for the month, and 2) an electronic detail file which substantiates all billable services and activities by Product/Service Catalog ID at the Service Account level that is the auditable basis for all charges. The total of substantiated detail charges shall match the single payment request on the "hand bill".

b. Monthly invoice data shall be delivered to DMS at no additional cost.

c. The Service Provider shall identify credits at the Service Account level on the monthly invoice.

d. The Service Provider shall provide FRN and description on E-Rate credits in the monthly invoice.

e. Unused Business Plan minutes and megabytes do not carry forward. In certain instances (e.g., Roaming charges), the Service Provider may invoice DMS for usage that occurred during a prior invoicing cycle, if not previously invoiced to DMS. When the Service Provider invoices for usage incurred during a prior invoicing cycle, those minutes shall count against minutes in the current invoicing cycle. Wireless Services billed according to a monthly flat rate shall be itemized. Service Provider may bill DMS on behalf of third party providers of applications that DMS accesses through wireless Products. DMS is responsible for all charges for wireless Products and Services associated with each Service Account (or Corporate-Liable Active Unit) as long as all services and products are ordered via OaSIS.

f. For single payments to be applied across multiple account numbers, DMS shall identify with its payment the specific amounts paid for each account number.

g. SUNCOM Enduser changes to Business Plans or Wireless Service options may not be effective until the following bill cycle. For SUNCOM Enduser initiated Wireless Service cancellations, the Service Provider shall bill DMS for the entire month in which Wireless Service was cancelled. When a SUNCOM Enduser changes Business Plans during a bill cycle, minutes and megabytes shall be charged under the Business Plan in effect at the time the usage was incurred.

i. E-Rate Invoicing

1. Service Provider shall generate billing to DMS that contains sufficient specificity to allow DMS to accurately bill each of its SUNCOM Endusers and audit each FRN for reimbursement credits through the OASIS system and will work with DMS to establish appropriate system interfaces to allow OASIS to process information as submitted by the Service Provider.

2. Credits issued shall be detailed in the electronic bill data and identify the following:

a. The item for which the credit is being applied;

b. The type of credit being issued (SLA, adjustment, E-Rate, etc.); and,

c. A description related to the credit type identified (such as which SLA, why an adjustment is given, FRN, etc.)

3. For SUNCOM Endusers who apply for, or intend to apply for E-Rate discounts ("SUNCOM E-Rate Endusers"), the Parties agree as follows:

a. DMS will notify all SUNCOM E-Rate Endusers of their obligation to submit the proper forms, consistent with the Funding Request Numbers (FRN) utilized by the E-Rate program.

b. DMS will inform all SUNCOM E-Rate Endusers of their obligation to complete all documentation required by the Service Provider which is necessary for the Service Provider to accurately bill E-Rate eligible services under the Service Provider Invoicing (SPI) method of E-Rate discounting and/or process SUNCOM E-Rate Enduser's Billed Entity Account Reimbursement (BEAR) payments.

c. The Service Provider, upon receipt of the necessary documentation from the SUNCOM E-Rate Enduser, will, for those accounts for which SPI billing has been requested by the SUNCOM E-Rate Enduser, apply discounts to the invoicing submitted to DMS, in accordance with E-Rate rules and the SUNCOM E-Rate Enduser's Funding Commitment Decision Letter (FCDL), issued by USAC. For those SUNCOM E-Rate Endusers who choose BEAR billing, the Respondent will bill the full amount for the services, in accordance with E-Rate rules.

d. For SPI billing, the Service Provider will bill USAC for the discounted portion, in accordance with E-Rate rules.

2. Electronic Substantiating Detail

   a. The monthly detail file shall include one-time subscription periods, metered increments and installments for all charges attributable to a Service Account and Product/Service. Every discrete charge shall have a Charge Event.

      i. Subscription charges for periods when a Product/Service is available are derived from activation/deactivation dates defining the period when the subscription was active. The unique Charge Event identifier shall correspond to the active subscription period.

      ii. Services with incremental metered charges shall be directly metered from counted units. Each Charge Event shall correspond to a discrete activity such as phone call, single text sent, etc.

      iii. One-time purchase Charge Events shall occur when the purchase is satisfied with delivery.

      iv. Installment Charge Events shall cover the period associated with the particular periodic payment.

3. OaSIS Pre-Audit

   a. OaSIS shall pre-audit the Service Provider invoice monthly to match all charges against the current inventory of services and configurations being provided and to the prices associated with the Product/Service approved in the Catalog.

   b. An exception report shall be sent to the Service Provider detailing any charges inconsistent with the prices and inventory in OaSIS. DMS shall request credits for any exceptions on the current invoice.

   c. The Service Provider and DMS will reconcile OaSIS data with the Service Provider's data if they do not substantially affect the integrity of the invoicing process, as solely defined by DMS. If reconciliation cannot be attained, DMS shall reject the invoice and request the Service Provider rescind the charges and submit a new invoice.

   d. Barring audit exceptions, DMS shall pay the Service Provider the total charges on behalf of all SUNCOM Endusers for services rendered.

4. Monthly Invoicing Detail Exception for Geotracking

   a. Invoicing detail for Geotracking Services shall be delivered daily and provided to SUNCOM Endusers; therefore it shall not necessitate a monthly Charge Event. The service (delivery of Geotracking data) and the detail required to substantiate the monthly invoice are synonymous.

5. SUNCOM Invoicing: S7

   a. Barring audit exceptions, DMS shall use the Service Provider's electronic billing substantiating detail to invoice SUNCOM Endusers at SUNCOM prices, for services

rendered. DMS shall notify SUNCOM Endusers via email when their invoice is available.

b. SUNCOM Endusers will use OaSIS to view their detailed invoices and pay their invoice.

2.06 Sprint Wireless Services Product Annex

Except where noted in this Wireless Services Product Annex ("Annex") or the Agreement, terms and conditions of this Annex apply to wireless Products and Services offered on the Nationwide Sprint Network, the Sprint 3G Network, the Nextel National Network, and the Sprint 4G Network. Capitalized terms are defined in the Definitions section at the end of this Annex if not otherwise defined in the Agreement.

Sprint reserves the sole right to determine if any of its services provided herein can no longer be supported due to obsolescence. If that shall occur, Sprint shall notify DMS in writing of plans to withdraw the service at least six (6) months prior to the proposed date of the withdrawal. At that time Sprint shall provide the DMS a plan to ensure service continuity.

2.06.1 Usage Charges

1. Metering of Voice Usage

   a. For each successful call, Department will be charged a minimum of 1 minute of airtime. After the first minute, airtime charges are rounded-up to the next minute, as specified in the respective Business Plan. On calls that cross time periods (e.g., anytime minutes versus nights and weekends), minutes are deducted or charged based on the call start time. Service Provider may impose on Department charges or surcharges for terminating a call to other wireless carriers, such as international mobile termination charges. The amount of the charges and surcharges imposed may vary and may be viewed at the following URL: http://shop2.sprint.com/en/services/worldwide/ratesfromus.shtml.

2. Nextel Direct Connect Transmissions

   a. Airtime charges for Nextel Direct Connect transmissions are charged to the party that initiates the transmission and are calculated by multiplying the duration of the transmission (as calculated above) by the applicable rate and the number of participants.

   b. For Nextel Products, Direct Connect, International Direct Connect, Group Connect Talkgroup, NextMail, and Direct Send minutes of use are deducted from the Direct Connect minutes included in End User's Business Plan and will also incur separate surcharges if the add-on is not included in End User's Business Plan. End User will incur overage charges if the minutes used exceed the minutes allowed under the Business Plan.

3. Nextel Direct Connect Call Alert Transmissions

   a. Service Provider does not charge for sending or receiving Call Alerts. A user will initiate a new push-to-talk transmission by responding to a Call Alert, even if responding within 6 seconds of receiving the alert.

2.06.2 Long Distance/Special Services

Customer may incur long distance charges (including international calling) or other charges for calls to 800, 866, 877, 888 and other toll-free numbers on Business Plans that do not include long distance.

Customer also may incur charges for special Services such as directory assistance, operator-assisted calls or call-forwarding, depending on Customer's Business Plan.

2.06.3 Mobile Termination Charges

Sprint may impose on Customer charges or surcharges for terminating a call to other wireless carriers, such as international mobile termination charges. The amount of the charges and surcharges imposed may vary.

2.06.4 Wireless Metering of Data Usage

1. Metering of Data Usage

    a. Department's invoice will not separately identify the number of kilobytes attributable to End User's use of specific sites, sessions or Services used. When traveling within the Sprint Networks, a data session may end when moving between coverage areas and a new data session initiated, although no interruption to the actual data session will occur. When traveling between the Sprint Networks and the Sprint 4G Network, a data session will end and a new data session will be initiated. Circuit-switched, modem-to-modem data calls are treated as voice calls and use anytime minutes on the associated Business Plan (or are billed at casual voice rates) in lieu of using kilobytes for data usage. Circuit-switched, modem-to-modem data calls are not available on the Sprint 4G Network.

    b. The Smart CD+ contains all the usage records for cellular, text, Direct Connect and data usage. Between Data Direct and Smart CD+ all required data is available.

2. Text and Numeric Messaging

    a. Unless End User has purchased a quantity of messages at a fixed monthly recurring charge, Service Provider will charge the Department on a per message basis for text and numeric messaging. Service Provider will charge the Department the per message rate for each message that exceeds End User's purchased quantity and for all text and numeric messages while Roaming internationally. Text and numeric messaging are not available on the Sprint 4G Network.

3. Premium Services Charges

    a. Access to, and downloading of, Premium Services is not included in the pricing in the Agreement. Charges for Premium Services will be specified at the time of access or will be available at www.sprint.com. Data usage charges also apply to, and are separate from, charges for Premium Services. Even if End User's Business Plan includes unlimited megabytes of data, Department must still pay all charges associated with access or use of Premium Services. End User may block Corporate-Liable Active Units from, or otherwise disable them from using, Premium Services provided by third-party content providers.

        i. Nextel Direct Connect Call Alert Transmissions. Service Provider does not charge for sending or receiving Call Alerts. A user will initiate a new push-to-talk transmission by responding to a Call Alert, even if responding within 6 seconds of receiving the alert.

2.06.5 Credits for Redialed Calls

Sprint will provide Customer with an airtime credit of at least 1 minute for a call on a Corporate-Liable Active Unit that is: (a) placed while in an area covered by the Sprint Networks, (b) disconnected due to limitations of the Sprint Networks, and (c) redialed within 1 minute of disconnection. Customer must contact Sprint Customer Care within 24 hours of the disconnection and request credit for the call.

2.06.6 Customer Affiliates

If Sprint and Customer agree to permit Customer's Affiliates to purchase wireless Products and Services under the Agreement, Customer will be responsible, financially and otherwise, for the Affiliate's purchases, unless the Agreement says otherwise

2.06.7 Provisioning and Returns

1. Nonconforming Products

    a. End User must request a RMA kit to return visibly damaged or defective wireless Products within 30 days of receipt or End User will be deemed to have accepted the Products. End User should return the device within 10 days from that. End User may reject wireless Products or shipments that are visibly damaged or defective. Sprint will pay all reasonable ground transportation freight charges associated with returns under this Nonconforming Products Section.

2. Returns

    a. New and undamaged wireless Products may be returned to Sprint at End User's expense within 30 days after the date the Product is activated or, if the Product has not been activated, within 30 days after the date the Product is purchased. End User is allowed one discretionary exchange or return for each new Product purchased; provided that End User may not use the one discretionary exchange to change the color of a Product if the Product has been activated. Within 30 days of activation, End User must: (A) contact its Sprint Account Representative or call Sprint Sales Support for return instructions; (B) return the complete, undamaged Product, including all accessories, hardware, materials and package inserts that came with the wireless Product in the original Product packaging, with the original proof of purchase to the location provided by End User's Sprint Account Representative or Sprint Sales Support; and (C) if End User wishes to discontinue Service for the Product, request that Sprint deactivate Service. Following notification, Sprint may change the return policy. Upon Sprint's receipt of the returned wireless Product, Sprint will credit End User's account for a full refund of the original Product purchase price and activation fee. For returns of wireless Products that are upgrades of an existing End User Line, End User will be responsible for all actual usage charges (including any related taxes, fees and surcharges) and Sprint may charge a $35 restocking fee unless otherwise prohibited. For returns of wireless Products that are activated as new End User's Lines, End User will be responsible for the following usage charges and any related taxes, fees and surcharges: (A) per minute/text/kilobyte usage charges (1) not included in End User's voice or data plan, or (2) incurred after End User exceeds End User's Anytime Minute, text or data allowance; (B) premium content such as digital downloads, songs, games, applications, etc; (C) 3rd party billing; and (D) international charges.

2.06.8 Insurance

End User's may purchase insurance to protect against loss, theft or damage involving End user's wireless Products. Coverage may not be available for all wireless Products and may involve a per claim

deductible. Enhanced warranty coverage is available on some wireless Products. Insurance is provided by third party insurers and not by Sprint. If End User selects coverage, Sprint will charge End User a monthly premium per covered wireless Product, and Sprint will remit the premiums to the third party insurer on End User's behalf. Insurance is not subject to any discounts. Claims must be submitted directly to the third party insurer. Terms of insurance coverage are available at the point of sale or in subsequent communications.

1. Pay-Per-Call Services. Sprint will not complete calls from any wireless Product to 900, 976 and similar numbers for pay-per-call services.

2. International Call Blocking. Sprint will block international calling capability unless Customer expressly requests such capability for a Corporate-Liable Active Unit.

3. Caller ID. Caller identification information may not be available for all incoming calls.

2.06.9 Resale

Customer acknowledges and agrees that this is a retail purchase agreement for use only by Customer and its other Sprint-authorized end users as set forth in this Agreement. Customer may not resell or lease wireless Products and Services under this Agreement. Sprint acknowledges that, under the terms of this agreement, the Department is a single aggregate purchaser on behalf of all of the entities that are eligible to use SUNCOM services under Florida Statutes and therefore, the Department is the single customer that is authorized to redistribute Sprint Products and Services to, and seek compensation from, those entities without violating this restriction on reselling or leasing Products and Services. Notwithstanding the foregoing, Customer may participate in the Sprint Wireless Recycling Program.

2.06.10 Equipment and Software

1. Products. Sprint does not manufacture Products and, except as provided in this Agreement, is not responsible for the acts or omissions of the original equipment manufacturer.

2. Equipment and Licensing. Customer is responsible for any items not provided by Sprint (including but not limited to equipment or software) that impair Product or Service quality. Upon notice from Sprint of an impairment, Customer will promptly cure the problem. Customer will continue to pay Sprint for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the Sprint's network by Sprint or third parties, Sprint, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although Sprint will provide advance notice where practical. At Customer's request, Sprint will troubleshoot the impairment at Sprint's then-current time and materials rates. Sprint is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by Sprint to become obsolete, require alteration, or perform at lower levels.

3. Prohibitions. Customer is not granted any right to use any software on behalf of third parties or for time share or service bureau activities. No rights are granted to source code and Customer may not reverse engineer, decompile, modify, or enhance any software. Subject to the terms and conditions in the licensing requirements subsection above, Sprint or its suppliers retain title and property rights to Sprint-provided software. Upon termination or expiration of this Agreement or the applicable Service, any applicable software license will terminate and Customer will surrender and immediately return the Sprint-provided software to Sprint; provided that Customer is not required to return the software embedded in Products sold to Customer under this Agreement.

2.06.11 Annex Definitions

1. **"Anytime Minutes"** means the voice minutes of use that are available in a Business Plan that may be used at anytime other than during Nights and Weekends.

2. **"Applications"** include email, and data, information and other wireless Internet services.

3. **"Business Plans"** means Sprint and Nextel wireless service plans for business customers. Certain Business Plan options are priced in the Agreement or Customer may select from any other available Business Plans, subject to the terms and pricing of that Business Plan.

4. **"Corporate-Liable Active Unit"** or **"Customer Line"** means an Active Unit (a) activated by Customer for Customer's end use, (b) enrolled in a Business Plan, and (c) for which Customer is financially liable.

5. **"Employee"** means a person in the service of Customer and from whom Customer withholds FICA (Federal Insurance Contributions Act) contributions from such person's gross pay.

6. "**Individual-Liable Active Unit**" or **"Employee Line"** means an Active Unit activated by an Employee and for which the Employee is financially responsible.

7. **"MRC"** means monthly recurring charge.

8. **"Nextel Device"** means a Product that uses the Nextel National Network for Nextel Direct Connect service, including a PowerSource device.

9. **"Nights and Weekends"** means Monday through Thursday 9:00 p.m. to 7:00 a.m. and Friday 9:00 p.m. to Monday 7:00 a.m., unless either the Nights and Weekends at 6pm option or Nights and Weekends at 7pm option is selected. **"Nights and Weekends at 6pm"** means Monday through Thursday 6:00 p.m. to 7:00 a.m. and Friday 6:00 p.m. to Monday 7:00 a.m. **"Nights and Weekends at 7pm"** means Monday through Thursday 7:00 p.m. to 7:00 a.m. and Friday 7:00 p.m. to Monday 7:00 a.m. The time used to determine Nights and Weekends eligibility is the local time where the wireless Product is located when an inbound or outbound call originates.

10. **"Roaming"** means voice or data service provided on another wireless carrier's network through agreements established by Sprint.

11. **"Sprint Device"** means a Product that uses the Sprint 3G Network for Nextel Direct Connect service.

2.07 Enduser Identification

As result of negotiations with bidders for the State of Florida's new Mobile Communications Services Invitation to Negotiate (ITN #DMS-10/11-008), and new information provided during those negotiations, the State is issuing this clarification regarding the requirement that the prevailing vendor(s) provide data to the Department of Management Services (DMS) that would otherwise be protected under the provisions of the Federal Communications Commission (FCC) restrictions on Customer Proprietary Network Information (CPNI).

The table below effectively redefines "Intrinsic Customer" (as used in the ITN; those for whom "*detailed account data*" should be provided to DMS without any requirement for extra permission from users) to include all but the seven scenarios for "*Eligible Endusers*".

Eligible Endusers	Current User of SUNCOM Billed by DivTel	Currently Using SUNCOM Contract Billed by Vendor	Current User of State Term Contract	Current User of Other Contract Under "Participating Addendum" to State Term Contract	All Other Contracts or Agreements
State Agencies	Detailed account data	Detailed account data	Detailed account data	Detailed account data	Detailed account data
Legislative	Detailed account data	Detailed account data	Detailed account data	Account Name only per customer Privacy Policy	Account Name only per customer Privacy Policy
Judicial	Detailed account data	Detailed account data	Detailed account data	Account Name only per customer Privacy Policy	Account Name only per customer Privacy Policy
State Universities	Detailed account data	Detailed account data	Detailed account data	Account Name only per customer Privacy Policy	Account Name only per customer Privacy Policy
Other Statutorily Established Political Subdivisions	Detailed account data	Detailed account data	Detailed account data	Account Name only per customer Privacy Policy	Account Name only per customer Privacy Policy
Cities and Counties	Detailed account data	Detailed account data	Detailed account data	Account Name only per customer Privacy Policy	Account Name only per customer Privacy Policy
Private Colleges, Private Libraries & Qualifying Nonprofits	Detailed account data	Detailed account data	Detailed account data	Account Name only per customer Privacy Policy	Account Name only per customer Privacy Policy

The column of "*Eligible Endusers*" is defined in Part III of Section 282 F.S.

"D*etailed account data*" is defined by section 5.06.1, (2), (a) of ITN #DMS-10/11-008; "Mobile Communication Services". This is data that is otherwise protected under CPNI restrictions.

"*Contact only data*" is defined in section 5.06.1, (2), (b) of ITN #DMS-10/11-008; "Mobile Communication Services". This is data that is not protected under CPNI restrictions.

EXHIBIT 1-A
Pricing for Digital Voice Services

Parameters:

Unit : *Minutes*

Min .Vol: *500,000*

Max Req. Vol: *30,164,000*

Req. Plans: *1.1a - 1.44a*

Req. Columns: *either d3 OR d1 and d2*

Optn'l Columns: *d4*

If you intend to submit nationwide rates for Wireless Voice Minutes, please check this box. ☐

If you do not intend to submit pricing for Satellite Minutes, please check this box. ☑

Note:
Respondents may now provide a flat, monthly satellite services fee on Exhibit 6.

	a1	b1	c1	d1	e1	f1	d2	e2	f2
				WIRELESS VOICE MINUTES					
				IN-STATE			OUT-of-STATE		
PLAN #	MONTHLY PLAN QUANTITY (Minutes)		TIER	*Plan Price*	*Straight Rate (col d1 ÷ col b1)*	*Variance from Target*	*Plan Price*	*Straight Rate (col d2 ÷ col b1)*	*Variance from Target*
1.1*a*	500,000		Tier 1	$25,000	0.0500	0.0060	$145,000	0.2900	0.0900
1.2*a*	550,000		Tier 1	$27,500	0.0500	0.0060	$159,500	0.2900	0.0900
1.3*a*	605,000		Tier 1	$30,250	0.0500	0.0060	$175,450	0.2900	0.0900
1.4*a*	666,000		Tier 1	$33,300	0.0500	0.0060	$193,140	0.2900	0.0900
1.5*a*	733,000		Tier 1	$36,650	0.0500	0.0060	$212,570	0.2900	0.0900
1.6*a*	806,000		Tier 1	$40,300	0.0500	0.0060	$233,740	0.2900	0.0900
1.7*a*	887,000		Tier 1	$44,350	0.0500	0.0060	$257,230	0.2900	0.0900
1.8*a*	976,000		Tier 1	$48,800	0.0500	0.0060	$283,040	0.2900	0.0900
1.9*a*	1,074,000		Tier 1	$53,700	0.0500	0.0060	$311,460	0.2900	0.0900
1.10*a*	1,181,000		Tier 1	$59,050	0.0500	0.0060	$342,490	0.2900	0.0900
1.11*a*	1,299,000		Tier 1	$64,950	0.0500	0.0060	$376,710	0.2900	0.0900
1.12*a*	1,429,000		Tier 1	$71,450	0.0500	0.0060	$414,410	0.2900	0.0900
1.13*a*	1,572,000		Tier 1	$78,600	0.0500	0.0060	$455,880	0.2900	0.0900
1.14*a*	1,729,000		Tier 1	$86,450	0.0500	0.0060	$501,410	0.2900	0.0900
1.15*a*	1,902,000		Tier 1	$95,100	0.0500	0.0060	$551,580	0.2900	0.0900
1.16*a*	2,092,000		Tier 1	$104,600	0.0500	0.0060	$606,680	0.2900	0.0900
1.17*a*	2,301,000		Tier 2	$115,050	0.0500	0.0100	$667,290	0.2900	0.1100
1.18*a*	2,531,000		Tier 2	$126,550	0.0500	0.0100	$733,990	0.2900	0.1100
1.19*a*	2,784,000		Tier 2	$139,200	0.0500	0.0100	$807,360	0.2900	0.1100
1.20*a*	3,062,000		Tier 2	$153,100	0.0500	0.0100	$887,980	0.2900	0.1100
1.21*a*	3,368,000		Tier 2	$168,400	0.0500	0.0100	$976,720	0.2900	0.1100
1.22*a*	3,705,000		Tier 2	$185,250	0.0500	0.0100	$1,074,450	0.2900	0.1100
1.23*a*	4,076,000		Tier 2	$203,800	0.0500	0.0100	$1,182,040	0.2900	0.1100
1.24*a*	4,484,000		Tier 3	$224,200	0.0500	0.0150	$1,300,360	0.2900	0.1300
1.25*a*	4,932,000		Tier 3	$246,600	0.0500	0.0150	$1,430,280	0.2900	0.1300
1.26*a*	5,425,000		Tier 3	$271,250	0.0500	0.0150	$1,573,250	0.2900	0.1300
1.27*a*	5,968,000		Tier 3	$298,400	0.0500	0.0150	$1,730,720	0.2900	0.1300
1.28*a*	6,565,000		Tier 3	$328,250	0.0500	0.0150	$1,903,850	0.2900	0.1300
1.29*a*	7,222,000		Tier 3	$361,100	0.0500	0.0150	$2,094,380	0.2900	0.1300
1.30*a*	7,944,000		Tier 3	$397,200	0.0500	0.0150	$2,303,760	0.2900	0.1300
1.31*a*	8,738,000		Tier 4	$436,900	0.0500	0.0200	$2,534,020	0.2900	0.1500
1.32*a*	9,612,000		Tier 4	$480,600	0.0500	0.0200	$2,787,480	0.2900	0.1500
1.33*a*	10,573,000		Tier 4	$528,650	0.0500	0.0200	$3,066,170	0.2900	0.1500
1.34*a*	11,630,000		Tier 4	$581,500	0.0500	0.0200	$3,372,700	0.2900	0.1500
1.35*a*	12,793,000		Tier 4	$639,650	0.0500	0.0200	$3,709,970	0.2900	0.1500
1.36*a*	14,072,000		Tier 5	$703,600	0.0500	0.0230	$4,080,880	0.2900	0.1700
1.37*a*	15,479,000		Tier 5	$773,950	0.0500	0.0230	$4,488,910	0.2900	0.1700
1.38*a*	17,027,000		Tier 5	$851,350	0.0500	0.0230	$4,937,830	0.2900	0.1700
1.39*a*	18,730,000		Tier 5	$936,500	0.0500	0.0230	$5,431,700	0.2900	0.1700
1.40*a*	20,603,000		Tier 6	$1,030,150	0.0500	0.0260	$5,974,870	0.2900	0.1900
1.41*a*	22,663,000		Tier 6	$1,133,150	0.0500	0.0260	$6,572,270	0.2900	0.1900
1.42*a*	24,929,000		Tier 6	$1,246,450	0.0500	0.0260	$7,229,410	0.2900	0.1900
1.43*a*	27,422,000		Tier 6	$1,371,100	0.0500	0.0260	$7,952,380	0.2900	0.1900
1.44*a*	30,164,000		Tier 6	$1,508,200	0.0500	0.0260	$8,747,560	0.2900	0.1900

EXHIBIT 1-B
Pricing for Features

Parameters:

Unit: *Subscriptions*

Min .Vol: *2,500*

Max Req. Vol: *150,820*

Req. Plans: *1B.1 - 1B.44**

Req. Columns: *d1 - d6**

Optn'l Columns: *None**

** For each of the following features, please indicate if the charge is included in the voice rates you provided on Exhibit 1-A by checking the associated box:*

- [x] *Call-forwarding*
- [x] *Call-waiting*
- [x] *Three-way Calling*
- [x] *Voicemail*
- [x] *Caller ID*
- [x] *ID Blocking*

	a	b	c	d1	e1	d2	e2	d3	e3	d4	e4	d5	e5	d6	e6
				CALL FORWARDING		CALL WAITING		THREE-WAY CALLING		VOICEMAIL		CALLER ID		ID BLOCKING	
PLAN #	MONTHLY PLAN QUANTITY (Subscriptions)		TIER	*Plan Price*	*Straight Rate (col d1 ÷ col b)*	*Plan Price*	*Straight Rate (col d2 ÷ col b)*	*Plan Price*	*Straight Rate (col d3 ÷ col b)*	*Plan Price*	*Straight Rate (col d4 ÷ col b)*	*Plan Price*	*Straight Rate (col d5 ÷ col b)*	*Plan Price*	*Straight Rate (col d6 ÷ col b)*
1B.1	2,500		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.2	2,750		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.3	3,025		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.4	3,330		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.5	3,665		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.6	4,030		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.7	4,435		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.8	4,880		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.9	5,370		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.10	5,905		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.11	6,495		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.12	7,145		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.13	7,860		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.14	8,645		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.15	9,510		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.16	10,460		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.17	11,505		Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.18	12,655		Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.19	13,920		Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.20	15,310		Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.21	16,840		Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.22	18,525		Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.23	20,380		Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.24	22,420		Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.25	24,660		Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.26	27,125		Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.27	29,840		Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.28	32,825		Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.29	36,110		Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.30	39,720		Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.31	43,690		Tier 4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.32	48,060		Tier 4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.33	52,865		Tier 4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.34	58,150		Tier 4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.35	63,965		Tier 4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.36	70,360		Tier 5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.37	77,395		Tier 5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.38	85,135		Tier 5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.39	93,650		Tier 5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.40	103,015		Tier 6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.41	113,315		Tier 6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.42	124,645		Tier 6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.43	137,110		Tier 6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.44	150,820		Tier 6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

EXHIBIT 2-A
Pricing for Wireless Data Services

Parameters:

Unit: *Megabytes*

Min .Vol: *500,000 MB*

Max Req. Vol: *23,221,000MB*

Req. Plans: *2.1a - 2.35a**

Req. Columns: *d1**

Optn'l Columns: *d2*

** Submitting rates for data plans on Exhibit 6 will also satisfy this*

If you do not intend to submit pricing for ***pooled Wireless Data****, please check this box.* ☐

If you do not intend to submit pricing for Satellite Data, please check this box. ☑

Note:
Respondents may now provide a flat, monthly satellite services fee on Exhibit 6.

	a1	b1		c1	d1	e1	
					WIRELESS DATA		
PLAN #	MONTHLY PLAN QUANTITY	UNIT		TIER	*Plan Price*	*Straight Rate (col d1 ÷ col b1)*	*Variance from Target*
2.1*a*	500,000	Megabytes		Tier 1	20,000	0.0400	0.0050
2.2*a*	1,000,000	Megabytes		Tier 1	40,000	0.0400	0.0050
2.3*a*	1,100,000	Megabytes		Tier 1	44,000	0.0400	0.0050
2.4*a*	1,210,000	Megabytes		Tier 1	48,400	0.0400	0.0050
2.5*a*	1,331,000	Megabytes		Tier 1	53,240	0.0400	0.0050
2.6*a*	1,464,000	Megabytes		Tier 1	58,560	0.0400	0.0050
2.7*a*	1,610,000	Megabytes		Tier 1	64,400	0.0400	0.0050
2.8*a*	1,771,000	Megabytes		Tier 1	70,840	0.0400	0.0050
2.9*a*	1,948,000	Megabytes		Tier 2	77,920	0.0400	0.0080
2.10*a*	2,143,000	Megabytes		Tier 2	85,720	0.0400	0.0080
2.11*a*	2,357,000	Megabytes		Tier 2	94,280	0.0400	0.0080
2.12*a*	2,593,000	Megabytes		Tier 2	103,720	0.0400	0.0080
2.13*a*	2,852,000	Megabytes		Tier 2	114,080	0.0400	0.0080
2.14*a*	3,137,000	Megabytes		Tier 2	125,480	0.0400	0.0080
2.15*a*	3,451,000	Megabytes		Tier 2	138,040	0.0400	0.0080
2.16*a*	3,796,000	Megabytes		Tier 3	151,840	0.0400	0.0110
2.17*a*	4,176,000	Megabytes		Tier 3	167,040	0.0400	0.0110
2.18*a*	4,594,000	Megabytes		Tier 3	183,760	0.0400	0.0110
2.19*a*	5,053,000	Megabytes		Tier 3	202,120	0.0400	0.0110
2.20*a*	5,558,000	Megabytes		Tier 3	222,320	0.0400	0.0110
2.21*a*	6,114,000	Megabytes		Tier 4	244,560	0.0400	0.0150
2.22*a*	6,725,000	Megabytes		Tier 4	269,000	0.0400	0.0150
2.23*a*	7,398,000	Megabytes		Tier 4	295,920	0.0400	0.0150
2.24*a*	8,138,000	Megabytes		Tier 4	325,520	0.0400	0.0150
2.25*a*	8,952,000	Megabytes		Tier 4	358,080	0.0400	0.0150
2.26*a*	9,847,000	Megabytes		Tier 5	393,880	0.0400	0.0200
2.27*a*	10,832,000	Megabytes		Tier 5	433,280	0.0400	0.0200
2.28*a*	11,915,000	Megabytes		Tier 5	476,600	0.0400	0.0200
2.29*a*	13,107,000	Megabytes		Tier 5	524,280	0.0400	0.0200
2.30*a*	14,418,000	Megabytes		Tier 5	576,720	0.0400	0.0200
2.31*a*	15,860,000	Megabytes		Tier 5	634,400	0.0400	0.0200
2.32*a*	17,446,000	Megabytes		Tier 6	697,840	0.0400	0.0250
2.33*a*	19,191,000	Megabytes		Tier 6	767,640	0.0400	0.0250
2.34*a*	21,110,000	Megabytes		Tier 6	844,400	0.0400	0.0250
2.35*a*	23,221,000	Megabytes		Tier 6	928,840	0.0400	0.0250

EXHIBIT 2-B
Pricing for Push-to-Talk Services

Parameters:

Unit: *Subscriptions*

Min Vol: *None*

Max Req. Vol: *None*

Req. Plans: *None*

Req. Columns: *None*

Optn'l Columns: *All*

If you do not intend to submit pricing for Push-to-Talk service please check this box. ☐

If you do not intend to submit pricing for P-t-T Interoperability please check this box. ☐

	a	b	c1	d1	e1		d3	e3		d2	e2		d3	e3	
	PLAN #	MONTHLY PLAN QUANTITY	TIER	PUSH-to-TALK (CDMA)			P-t-T INTEROPERABILITY (CDMA)			PUSH-to-TALK (Iden)			P-t-T INTEROPERABILITY (Iden)		
				Plan Price	*Straight Rate (col d1 * col b)*	*Variance from Target*	*Plan Price*	*Straight Rate (col d3 * col b)*	*Variance from Target*	*Plan Price*	*Straight Rate (col d2 * col b)*	*Variance from Target*	*Plan Price*	*Straight Rate (col d3 * col b)*	*Variance from Target*
	2B.1	100	Tier 1	1,000	10.0000	2.0000				1,200	120.0000	110.5000	1,200	12.0000	2.5000
	2B.2	200	Tier 1	2,000	10.0000	2.0000				2,400	240.0000	230.5000	2,400	12.0000	2.5000
	2B.3	300	Tier 1	3,000	10.0000	2.0000				3,600	360.0000	350.5000	3,600	12.0000	2.5000
	2B.4	400	Tier 1	4,000	10.0000	2.0000				4,800	480.0000	470.5000	4,800	12.0000	2.5000
	2B.5	500	Tier 1	5,000	10.0000	2.0000				6,000	600.0000	590.5000	6,000	12.0000	2.5000
	2B.6	700	Tier 1	7,000	10.0000	2.0000				8,400	840.0000	830.5000	8,400	12.0000	2.5000
	2B.7	900	Tier 1	9,000	10.0000	2.0000				10,800	1,080.0000	1,070.5000	10,800	12.0000	2.5000
	2B.8	1,200	Tier 1	12,000	10.0000	2.0000				14,400	1,440.0000	1,430.5000	14,400	12.0000	2.5000
	2B.9	1,400	Tier 2	14,000	10.0000	2.5000				16,800	1,680.0000	1,671.0000	16,800	12.0000	3.0000
	2B.10	1,700	Tier 2	17,000	10.0000	2.5000				20,400	2,040.0000	2,031.0000	20,400	12.0000	3.0000
	2B.11	2,000	Tier 2	20,000	10.0000	2.5000				24,000	2,400.0000	2,391.0000	24,000	12.0000	3.0000
	2B.12	2,400	Tier 2	24,000	10.0000	2.5000				28,800	2,880.0000	2,871.0000	28,800	12.0000	3.0000
	2B.13	3,000	Tier 2	30,000	10.0000	2.5000				36,000	3,600.0000	3,591.0000	36,000	12.0000	3.0000
	2B.14	4,000	Tier 2	40,000	10.0000	2.5000				48,000	4,800.0000	4,791.0000	48,000	12.0000	3.0000
	2B.15	5,000	Tier 2	50,000	10.0000	2.5000				60,000	6,000.0000	5,991.0000	60,000	12.0000	3.0000
	2B.16	6,000	Tier 2	60,000	10.0000	2.5000				72,000	7,200.0000	7,191.0000	72,000	12.0000	3.0000
	2B.17	7,000	Tier 2	70,000	10.0000	2.5000				84,000	8,400.0000	8,391.0000	84,000	12.0000	3.0000
	2B.18	8,000	Tier 2	80,000	10.0000	2.5000				96,000	9,600.0000	9,591.0000	96,000	12.0000	3.0000
	2B.19	9,000	Tier 3	90,000	10.0000	3.0000				108,000	10,800.0000	10,791.5000	108,000	12.0000	3.5000
	2B.20	10,000	Tier 3	100,000	10.0000	3.0000				120,000	12,000.0000	11,991.5000	120,000	12.0000	3.5000
	2B.21	11,000	Tier 3	110,000	10.0000	3.0000				132,000	13,200.0000	13,191.5000	132,000	12.0000	3.5000
	2B.22	12,000	Tier 3	120,000	10.0000	3.0000				144,000	14,400.0000	14,391.5000	144,000	12.0000	3.5000
	2B.23	13,000	Tier 3	130,000	10.0000	3.0000				156,000	15,600.0000	15,591.5000	156,000	12.0000	3.5000
	2B.24	14,000	Tier 3	140,000	10.0000	3.0000				168,000	16,800.0000	16,791.5000	168,000	12.0000	3.5000
	2B.25	15,000	Tier 3	150,000	10.0000	3.0000				180,000	18,000.0000	17,991.5000	180,000	12.0000	3.5000
	2B.26	17,000	Tier 4	170,000	10.0000	3.2500				204,000	20,400.0000	20,391.7500	204,000	12.0000	3.7500
	2B.27	19,000	Tier 4	190,000	10.0000	3.2500				228,000	22,800.0000	22,791.7500	228,000	12.0000	3.7500
	2B.28	21,000	Tier 4	210,000	10.0000	3.2500				252,000	25,200.0000	25,191.7500	252,000	12.0000	3.7500
	2B.29	23,000	Tier 4	230,000	10.0000	3.2500				276,000	27,600.0000	27,591.7500	276,000	12.0000	3.7500
	2B.30	25,000	Tier 5	250,000	10.0000	3.5000				300,000	30,000.0000	29,992.0000	300,000	12.0000	4.0000
	2B.31	28,000	Tier 5	280,000	10.0000	3.5000				336,000	33,600.0000	33,592.0000	336,000	12.0000	4.0000
	2B.32	31,000	Tier 5	310,000	10.0000	3.5000				372,000	37,200.0000	37,192.0000	372,000	12.0000	4.0000
	2B.33	34,000	Tier 5	340,000	10.0000	3.5000				408,000	40,800.0000	40,792.0000	408,000	12.0000	4.0000
	2B.34	37,000	Tier 6	370,000	10.0000	3.7500				444,000	44,400.0000	44,392.2500	444,000	12.0000	4.2500
	2B.35	41,000	Tier 6	410,000	10.0000	3.7500				492,000	49,200.0000	49,192.2500	492,000	12.0000	4.2500
	2B.36	45,000	Tier 6	450,000	10.0000	3.7500				540,000	54,000.0000	53,992.2500	540,000	12.0000	4.2500
	2B.37	50,000	Tier 6	500,000	10.0000	3.7500				600,000	60,000.0000	59,992.2500	600,000	12.0000	12.0000

Please also provide the hourly rate for setup/install services related to Push-to-Talk Interoperability systems.

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EXHIBIT 3-A
Pricing for Messaging Services

Parameters:

Unit: *Messages*

Min .Vol: *10,000*

Max Req. Vol: *8,136,000*

Req. Plans: *3.1 - 3.43*

Req. Columns: *d1 OR d3*

Optn'l Columns: *d2, d4*

If you intend to submit a single rate for both SMS & MMS protocols, please check this box. ☑

a	b	c
PLAN #	MONTHLY PLAN QUANTITY	TIER
3.1	10,000	Tier 1
3.2	30,000	Tier 1
3.3	38,000	Tier 1
3.4	48,000	Tier 1
3.5	60,000	Tier 1
3.6	75,000	Tier 1
3.7	94,000	Tier 1
3.8	118,000	Tier 1
3.9	148,000	Tier 2
3.10	185,000	Tier 2
3.11	231,000	Tier 2
3.12	289,000	Tier 2
3.13	361,000	Tier 2
3.14	451,000	Tier 2
3.15	564,000	Tier 2
3.16	620,000	Tier 3
3.17	682,000	Tier 3
3.18	750,000	Tier 3
3.19	825,000	Tier 3
3.20	908,000	Tier 3
3.21	999,000	Tier 3
3.22	1,099,000	Tier 3
3.23	1,209,000	Tier 3
3.24	1,330,000	Tier 3
3.25	1,463,000	Tier 3
3.26	1,609,000	Tier 4
3.27	1,770,000	Tier 4
3.28	1,947,000	Tier 4
3.29	2,142,000	Tier 4
3.30	2,356,000	Tier 4
3.31	2,592,000	Tier 5
3.32	2,851,000	Tier 5
3.33	3,136,000	Tier 5
3.34	3,450,000	Tier 5
3.35	3,795,000	Tier 5
3.36	4,175,000	Tier 5
3.37	4,593,000	Tier 6
3.38	5,052,000	Tier 6
3.39	5,557,000	Tier 6
3.40	6,113,000	Tier 6
3.41	6,724,000	Tier 6
3.42	7,396,000	Tier 6
3.43	8,136,000	Tier 6

EXHIBIT 3-B
Pricing for SMS (Text) Message Broadcasting

Parameters:

Unit: *Message Recipients*

Min .Vol: *None*

Max Req. Vol: *None*

Req. Plans: *None*

Req. Columns: *None*

If you do not intend to offer SMS Broadcasting services, please check this box. ☐

Note:
Respondents may now provide a monthly fee for message broadcasting on Exhibit 6 in addition to any rates submitted on this exhibit.

a	b	c	d	e	f
PLAN #	MONTHLY PLAN QUANTITY	TIER	SMS (TEXT) BROADCASTING		
			Plan Price	*Straight Rate (col d ÷ col b)*	*Variance from Target*
3B.1	500	Tier 1			
3B.2	600	Tier 1			
3B.3	800	Tier 1			
3B.4	1,000	Tier 1			
3B.5	1,300	Tier 1			
3B.6	1,600	Tier 1			
3B.7	2,000	Tier 1			
3B.8	2,500	Tier 1			
3B.9	3,100	Tier 1			
3B.10	4,000	Tier 1			
3B.11	5,000	Tier 1			
3B.12	6,000	Tier 1			
3B.13	8,000	Tier 1			
3B.14	10,000	Tier 1			
3B.15	13,000	Tier 1			
3B.16	16,000	Tier 2			
3B.17	20,000	Tier 2			
3B.18	25,000	Tier 2			
3B.19	31,000	Tier 2			
3B.20	39,000	Tier 2			
3B.21	49,000	Tier 2			
3B.22	61,000	Tier 2			
3B.23	76,000	Tier 2			
3B.24	95,000	Tier 2			
3B.25	119,000	Tier 2			
3B.26	131,000	Tier 3			
3B.27	144,000	Tier 3			
3B.28	158,000	Tier 3			
3B.29	174,000	Tier 3			
3B.30	191,000	Tier 3			
3B.31	210,000	Tier 3			
3B.32	231,000	Tier 3			
3B.33	254,000	Tier 4			
3B.34	279,000	Tier 4			
3B.35	307,000	Tier 4			
3B.36	338,000	Tier 4			
3B.37	372,000	Tier 4			
3B.38	409,000	Tier 4			
3B.39	450,000	Tier 4			
3B.40	495,000	Tier 4			
3B.41	545,000	Tier 4			
3B.42	600,000	Tier 4			
3B.43	660,000	Tier 5			
3B.44	726,000	Tier 5			
3B.45	799,000	Tier 5			
3B.46	879,000	Tier 5			
3B.47	967,000	Tier 5			
3B.48	1,064,000	Tier 5			
3B.49	1,170,000	Tier 5			
3B.50	1,287,000	Tier 5			
3B.51	1,416,000	Tier 5			
3B.52	1,558,000	Tier 5			
3B.53	1,714,000	Tier 5			
3B.54	1,885,000	Tier 6			
3B.55	2,074,000	Tier 6			
3B.56	2,281,000	Tier 6			
3B.57	2,509,000	Tier 6			
3B.58	2,760,000	Tier 6			
3B.59	3,036,000	Tier 6			
3B.60	3,340,000	Tier 6			
3B.61	3,674,000	Tier 6			

This solicitation calls for an hourly rate associated with carrier-development of an application program interface. Please provide that figure in the space provided:

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EXHIBIT 3-C
Pricing for Message Logging Service

Parameters:
Unit: *Messages*
Min .Vol: *10,000*
Max Req. Vol: *8,136,000*
Req. Plans: *3C.1 - 3C.43*
Req. Columns: *d1**
Optn'l Columns: *d2*, d3**

*** Note:**
You must provide pricing for logging services for any messaging protocol for which pricing was submitted on Exhibit 3-A. This requirement may also be met by providing logging services as a flat, monthly fee on Exhibit 6. Any respondent who elects to provide such a fee, may omit this exhibit. Rates may not be submitted on both exhibits.

a	b	c	d1	e1	f1	d2	e2
			SMS MESSAGE LOGGING			MMS MESSAGE LOGG	
PLAN #	MONTHLY PLAN QUANTITY	TIER	*Plan Price*	*Straight Rate (col d1 ÷ col b)*	*Variance from Target*	*Plan Price*	*Straight Rate (col d2 ÷ col b)*
3C.1	10,000	Tier 1					
3C.2	30,000	Tier 1					
3C.3	38,000	Tier 1					
3C.4	48,000	Tier 1					
3C.5	60,000	Tier 1					
3C.6	75,000	Tier 1					
3C.7	94,000	Tier 1					
3C.8	118,000	Tier 1					
3C.9	148,000	Tier 2					
3C.10	185,000	Tier 2					
3C.11	231,000	Tier 2					
3C.12	289,000	Tier 2					
3C.13	361,000	Tier 2					
3C.14	451,000	Tier 2					
3C.15	564,000	Tier 2					
3C.16	620,000	Tier 3					
3C.17	682,000	Tier 3					
3C.18	750,000	Tier 3					
3C.19	825,000	Tier 3					
3C.20	908,000	Tier 3					
3C.21	999,000	Tier 3					
3C.22	1,099,000	Tier 3					
3C.23	1,209,000	Tier 3					
3C.24	1,330,000	Tier 3					
3C.25	1,463,000	Tier 3					
3C.26	1,609,000	Tier 4					
3C.27	1,770,000	Tier 4					
3C.28	1,947,000	Tier 4					
3C.29	2,142,000	Tier 4					
3C.30	2,356,000	Tier 4					
3C.31	2,592,000	Tier 5					
3C.32	2,851,000	Tier 5					
3C.33	3,136,000	Tier 5					
3C.34	3,450,000	Tier 5					
3C.35	3,795,000	Tier 5					
3C.36	4,175,000	Tier 5					
3C.37	4,593,000	Tier 6					
3C.38	5,052,000	Tier 6					
3C.39	5,557,000	Tier 6					
3C.40	6,113,000	Tier 6					
3C.41	6,724,000	Tier 6					
3C.42	7,396,000	Tier 6					
3C.43	8,136,000	Tier 6					

EXHIBIT 4
Pricing for Geographical Device Tracking Service

Parameters:
Unit: *Records*
Min .Vol: *None*
Max Req. Vol: *None*
Req. Plans: *None*
Req. Columns: *None*
Optn'l Columns: *d*

If you do not intend to submit pricing for this form of Geographical Device Tracking, please check this box. ☐

Note:
The rates requested on this exhibit pertain to an after-the-fact file transfer of GeoTracking data.
Pricing for a GUI or other application providing customers with the ability to track devices instantly may be provided on Exhibit 6.

a	b	c	d	e
PLAN #	MONTHLY PLAN QUANTITY	TIER	GEOGRAPHICAL D/	
			Plan Price	*Straight Rate (col d ÷ col b)*
4.1	1,000	Tier 1	150	0.1500
4.2	1,300	Tier 1	150	0.1154
4.3	1,600	Tier 1	150	0.0938
4.4	2,000	Tier 1	150	0.0750
4.5	2,500	Tier 1	150	0.0600
4.6	3,100	Tier 1	150	0.0484
4.7	3,900	Tier 1	150	0.0385
4.8	4,900	Tier 1	150	0.0306
4.9	6,100	Tier 1	189	0.0310
4.10	7,600	Tier 1	241	0.0317
4.11	9,500	Tier 1	308	0.0324
4.12	11,900	Tier 2	392	0.0329
4.13	14,900	Tier 2	497	0.0333
4.14	18,600	Tier 2	500	0.0269
4.15	23,300	Tier 2	599	0.0257
4.16	29,100	Tier 2	773	0.0266
4.17	36,400	Tier 2	992	0.0273
4.18	45,500	Tier 2	1,265	0.0278
4.19	56,900	Tier 2	1,607	0.0282
4.20	71,100	Tier 2	2,000	0.0281
4.21	88,900	Tier 2	2,000	0.0225
4.22	111,100	Tier 3	2,278	0.0205
4.23	138,900	Tier 3	2,973	0.0214
4.24	173,600	Tier 3	3,840	0.0221
4.25	217,000	Tier 3	4,925	0.0227
4.26	250,000	Tier 3	5,750	0.0230
4.27	288,000	Tier 3	6,700	0.0233
4.28	331,000	Tier 3	7,775	0.0235
4.29	381,000	Tier 3	9,000	0.0236
4.30	438,000	Tier 3	9,000	0.0205
4.31	504,000	Tier 3	9,100	0.0181
4.32	580,000	Tier 3	11,000	0.0190
4.33	667,000	Tier 3	13,175	0.0198
4.34	767,000	Tier 3	15,000	0.0196
4.35	882,000	Tier 3	15,000	0.0170
4.36	1,014,000	Tier 4	15,280	0.0151
4.37	1,166,000	Tier 4	18,320	0.0157
4.38	1,341,000	Tier 4	21,820	0.0163
4.39	1,542,000	Tier 4	25,840	0.0168
4.40	1,773,000	Tier 4	30,460	0.0172
4.41	2,039,000	Tier 4	35,780	0.0175
4.42	2,345,000	Tier 4	41,900	0.0179
4.43	2,580,000	Tier 4	46,600	0.0181
4.44	2,838,000	Tier 4	50,000	0.0176
4.45	3,122,000	Tier 4	50,000	0.0160
4.46	3,434,000	Tier 4	50,000	0.0146
4.47	3,777,000	Tier 4	50,000	0.0132
4.48	4,155,000	Tier 4	50,000	0.0120
4.49	4,571,000	Tier 4	50,000	0.0109
4.50	5,028,000	Tier 5	50,420	0.0100
4.51	5,531,000	Tier 5	57,965	0.0105
4.52	6,084,000	Tier 5	66,260	0.0109
4.53	6,692,000	Tier 5	75,380	0.0113
4.54	7,361,000	Tier 5	85,415	0.0116
4.55	8,097,000	Tier 5	96,455	0.0119
4.56	8,907,000	Tier 5	100,000	0.0112
4.57	9,798,000	Tier 6	100,000	0.0102
4.58	10,778,000	Tier 6	111,670	0.0104
4.59	11,856,000	Tier 6	127,840	0.0108
4.60	13,042,000	Tier 6	135,000	0.0104
4.61	14,346,000	Tier 6	135,000	0.0094

EXHIBIT 5
Pricing for Equipment

Parameters:
Handheld Device Discounts: *Required*
CPE Discounts: *Optional*
Volume Discounts: *Optional*
Accessories Discount: *Required*

Please select Yes or No to indicate if you intend to offer at least one conventional device at no additional cost ***(Tier 1)*** *:* **Yes**

Handheld Device Discounts		
Device Category	Description	* Minimum Disc %
Conventional ***(Tier 2)***	*see equipment price sheet*	39%
Smartphone ***(Tier 3)***	*see equipment price sheet*	39%
Push-to-Talk	*see equipment price sheet*	39%
Hybrid/Satellite		
Wi-Fi Smartphone		

Customer Premise Equipment Discounts		
Type/System	Description *(including # of supported users)*	* Minimum Disc %
Interoperability Interface (or Gateway)	*Custom , Hardware pass through from 3rd party*	0%
Indoor Cellular Signal Amplifier System	*Custom, Refer to CNS section in agreement*	0%
Wireless Cellular Router (or equivalent)	*Airave or other TBA products*	39%

Additional Volume Discounts			
** Minimum QTY			Additional %
Handheld Devices *(irrespective of category)* :			
(example)	≥	*20,000*	*1%*
(Tier 4)	≥		
(Tier 5)	≥		
(Tier 6)	≥		
Customer Premise Equip:			
	≥		
	≥		
	≥		
	≥		
	≥		

Accessories Discount		
Category	Description	* Minimum Disc %
All Accessories ***(Tier 7)***	*N/A*	20%

** Discount applied to MSRP.*

*** Refers to the number of active (billed) lines on record at the month-end prior to the date an order is placed.*

EXHIBIT 6
Packaged Services and Other Fees

a	b	c	d	e		f1	f2	g
			WIRELESS VOICE (FLORIDA)					
PLAN #	MONTHLY PLAN QUANTITY *(Minutes)*	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per minute)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.1*a*	250	Tier 1	$19	0.0760	0.05	4.00	(0.010)	Unlimited Nights & Weekends (Nights Start at 9 pm), Sprint Mobile-to-Mobile, Direct Connect and Group Connect; Includes Nationwide Long Distance, Caller ID &Voice Mail. Calls origination or teminating outside of Florida will be charge .29/min including long distance charge
6.3*a*	500	Tier 2	$24	0.0480	0.05	1.50	0.005	Unlimited Nights & Weekends (Nights Start at 9 pm), Sprint Mobile-to-Mobile, Direct Connect and Group Connect; Includes Nationwide Long Distance, Caller ID &Voice Mail. Calls origination or teminating outside of Florida will be charge .29/min including long distance charge
6.4*a*	600	Tier 3				(27.00)	(0.045)	
6.5*a*	1,000	Tier 4	$33		0.05	1.00	0.018	Unlimited Nights & Weekends (Nights Start at 9 pm), Sprint Mobile-to-Mobile, Direct Connect and Group Connect; Includes Nationwide Long Distance, Caller ID &Voice Mail. Calls origination or teminating outside of Florida will be charge .29/min including long distance charge
6.6*a*	Unlimited	Tier 5	$45	-----	-----	5.00	-----	Unlimited Nights & Weekends (Nights Start at 9 pm), Sprint Mobile-to-Mobile, Direct Connect and Group Connect; Includes Nationwide Long Distance, Caller ID &Voice Mail. Calls origination or teminating outside of Florida will be charge .29/min including long distance charge
			WIRELESS VOICE (NATIONWIDE)					

EXHIBIT 6
Packaged Services and Other Fees

a	b	c	d	e		f1	f2	g
PLAN #	MONTHLY PLAN QUANTITY *(Minutes)*	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per minute)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.1*a*	250	Tier 1	$19	0.0760	0.05	4.00	(0.010)	Unlimited Nights & Weekends (Nights Start at 9 pm), Sprint Mobile-to-Mobile, Direct Connect and Group Connect; Includes Nationwide Long Distance, Caller ID &Voice Mail.
6.3*a*	500	Tier 2	$24	0.0480	0.05	6.00	(0.010)	Unlimited Nights & Weekends (Nights Start at 9 pm), Sprint Mobile-to-Mobile, Direct Connect and Group Connect; Includes Nationwide Long Distance, Caller ID &Voice Mail.
6.4*a*	600	Tier 3				(27.00)	(0.045)	
6.5*a*	1,000	Tier 4	$33		0.05	1.00	0.018	Unlimited Nights & Weekends (Nights Start at 9 pm), Sprint Mobile-to-Mobile, Direct Connect and Group Connect; Includes Nationwide Long Distance, Caller ID &Voice Mail.
6.6*a*	Unlimited	Tier 5	$50	-----	-----	10.00	-----	Unlimited Nights & Weekends (Nights Start at 9 pm), Sprint Mobile-to-Mobile, Direct Connect and Group Connect; Includes Nationwide Long Distance, Caller ID &Voice Mail.

			AIRCARD DATA					
PLAN #	MONTHLY PLAN QUANTITY *(Megabytes)*	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per megabyte)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.1*b*	500	Tier 1	$25	0.0500	0.04	7.50	0.005	Additional data Roaming usage above 300 MB = $0.25/MB, Sprint will not charge for data roaming on Aircard and Tablet devices unless there is proactive notification provided to the customer who is about to exceed the established roaming limit as described in the data plan being used

EXHIBIT 6
Packaged Services and Other Fees

a	b	c	d	e		f1	f2	g
6.2*b*	1,000	Tier 2	$31	0.0310	0.04	6.00	0.015	Additional data Roaming usage above 300 MB = $0.25/MB, Sprint will not charge for data roaming on Aircard and Tablet devices unless there is proactive notification provided to the customer who is about to exceed the established roaming limit as described in the data plan being used
6.3*b*	2,000	Tier 3	$34	0.0170	0.04	4.00	0.025	Additional data Roaming usage above 300 MB = $0.25/MB, Sprint will not charge for data roaming on Aircard and Tablet devices unless there is proactive notification provided to the customer who is about to exceed the established roaming limit as described in the data plan being used
6.4*b*	Unlimited	Tier 4	$36	-----	-----	3.00	-----	* acceptable useage, Additional data Roaming us

PLAN #	MONTHLY PLAN QUANTITY (Megabytes)	TIER	SMARTPHONE DATA					
			Plan Price	*Straight Rate (col d ÷ col b)*	*Overage Rate (per megabyte)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.5*b*	100	Tier 5	$20	0.2000	0.04	10.00	(0.060)	$20 Unl with Voice plan added, Max charge $25
6.6*b*	500	Tier 6	$20	0.0400	0.04	5.00	0.010	$20 Unl with Voice plan added, Max charge $25
6.7*b*	1,000	Tier 7	$25	0.0250	0.04	5.00	0.020	$20 Unl with Voice plan added, Max charge $25
6.8*b*	Unlimited	Tier 8	$25	-----	-----	2.50	-----	$20 Unl with Voice plan added, Max charge $25

PLAN #	MONTHLY PLAN QUANTITY (Megabytes)	TIER	BLACKBERRY DATA					
			Plan Price	*Straight Rate (col d ÷ col b)*	*Overage Rate (per megabyte)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.9*b*	100	Tier 9	$20	0.2000	0.04	10.00	(0.060)	$20 Unl with Voice plan added, Max charge $25
6.10*b*	500	Tier 10	$20	0.0400	0.04	5.00	0.010	$20 Unl with Voice plan added, Max charge $25
6.11*b*	1,000	Tier 11	$25	0.0250	0.04	5.00	0.020	$20 Unl with Voice plan added, Max charge $25
6.12*b*	Unlimited	Tier 12	$25	-----	____	2.50	-----	$20 Unl with Voice plan added, Max charge $25

EXHIBIT 6
Packaged Services and Other Fees

a	b	c	d	e		f1	f2	g
			TABLET/iPAD DATA					
PLAN #	MONTHLY PLAN QUANTITY (Megabytes)	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per megabyte)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.13*b*	500	Tier 13	$20	0.0400	0.04/.25	2.50	#VALUE!	100 MB off network allowance- .25/MB off netw
6.14*b*	1,000	Tier 14	$20	0.0200	0.04/.25	(5.00)	#VALUE!	100 MB off network allowance- .25/MB off netw
6.15*b*	2,000	Tier 15	$30	0.0150	0.04	0.00	0.025	
6.16*b*	Unlimited	Tier 16	$40	-----	0.0400	7.00	-----	5G cap, Sprint will not charge for data roaming c

EXHIBIT 6
Packaged Services and Other Fees

a	b	c	d	e		f1	f2	g
			TELEMETRY DATA					
PLAN #	MONTHLY PLAN QUANTITY (Megabytes)	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per megabyte)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.17*b*	1	Tier 17	$6	6.0000	3.00	0.00	----	**1MB =$5.50/MB Data Pooling.** Data usage w
6.18*b*	2	Tier 18	$6		3.00	(1.00)	----	**Data Pooling.** Data usage will be pooled amon
6.19*b*	3	Tier 19				(8.00)	----	
6.20*b*	4	Tier 20				(9.00)	----	
6.21*b*	5	Tier 21	$8		3.00	(2.00)	----	**Data Pooling.** Data usage will be pooled amon
6.22*b*	10	Tier 22	$11		3.00	0.00	2.900	**Data Pooling.** Data usage will be pooled amon
6.23*b*	100	Tier 23	$18		0.30	5.00	0.200	**Data Pooling.** Data usage will be pooled amon
6.24*b*	500	Tier 24	$21	0.0420	0.30	6.00	0.200	**Data Pooling.** Data usage will be pooled amon

			SMS/MMS MESSAGING					
PLAN #	MONTHLY PLAN QUANTITY (Messages)	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per message)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.1*c*	300	Tier 1	$1	0.0033	0.04	0.00	0.030	$5 minimum voice plan required
6.2*c*	500	Tier 2	$2	0.0040	0.04	0.00	0.030	$5 minimum voice plan required
6.3*c*	Unlimited	Tier 3	$5	-----	-----	0.00	-----	$5 minimum voice plan required

		ALL INCLUSIVE PLAN			
PLAN #	MONTHLY PLAN QUANTITY	*Plan Price*	*Plan PriceVaiance from Target*	*Value Added Features/Clarifying Notes*	
6.1*d*	Unlimited	$70	8.00		Unlimited Anytime Minutes, Mobile to Mobile, Nights & Weekends, starting at 7 pm, and Text Messages. Includes Nationwide Long Distance, Caller ID & Voicemail, BlackBerry Unlimited Email and Web Plan(BES) or Nextel Pro Pack.

Other Fees:	*Variance from Target*

EXHIBIT 6
Packaged Services and Other Fees

a	b	c	d	e		f1	f2	g
6.1*e*	*Minimum Monthly Service Charge (Tier 1)*					$5 Voice service, $2.50 variance from target; $20 Smartphone, $17.50 variance from target ; $25 Aircard device, $22.50 variance from target		Minimum monthly fees will includ
6.1*f*	*Monthly Tethering Premium*					$10, $3 from target		
6.1*g*	*Monthly Satellite Services Subscription Fee (Tier 1)*							
6.1*h*	*Monthly Message Broadcasting Subscription Fee*					No Charge. See description in tab "Pkg's Continued"		
	Note: Any value provided for 6.1*h* will be factored in to rates provided on Exhibit 3B for evaluation.							
6.1*i*	*Monthly Message Logging Subscription Fee*					$2		
	Note: Any value submitted for 6.1*i* will supersede rates submitted on Exhibit 3C.							
6.1*j*	*Monthly Real-Time Geo-Tracking Subscription Fee (Tier 1)*					$5- Incl. 200 Pings/unit, $15 unlimited *		
	Note: This service may require a vendor-approved data plan.							

EXHIBIT 6
Packaged Services and Other Fees

MONTHLY PLAN QUANTITY *(Minutes)*	PTT Iden			
	Plan Price	*Straight Rate (col d ÷ col b)*	*Overage Rate (per minute)*	*Value Added Features/Clarifying Notes*
any	$14	Plan quantity must be defined.	Unlimited	Includes Nights and weekends [9pm] and unlim

MONTHLY PLAN QUANTITY *(Minutes)*	WIRELESS VOICE (NATIONWIDE)			
	Plan Price	*Straight Rate (col d ÷ col b)*	*Overage Rate (per minute)*	*Value Added Features/Clarifying Notes*
500	$24	0.0480	0.05	Unlimited Nights & Weekends (Nights Start at 9 pm), Sprint Mobile-to-Mobile, Direct Connect and Group Connect; Includes Nationwide Long Distance, Caller ID &Voice Mail. ....

MONTHLY PLAN QUANTITY *(Megabytes)*	WIRELESS DATA *(please specify device type in the notes field)*			
	Plan Price	*Straight Rate (col d ÷ col b)*	*Overage Rate (per megabyte)*	*Value Added Features/Clarifying Notes*
1,000	$29	0.0290	0.30	Telemetry (3) Data Pooling. Data usage will be
2,000	$34	0.0170	0.30	Telemetry (3) Data Pooling. Data usage will be pooled among M2M Devices on plans in the same pooling group and billing account number. The 3 pooling groups are: (1) 1 MB to 25 MB plans; (2) 50 MB to 1 GB plans; and (3) 2 GB to 5 GB plans (each a "Poolin
5,000	$56	0.0112	0.30	Telemetry (3) Data Pooling. Data usage will be pooled among M2M Devices on plans in the same pooling group and billing account number. The 3 pooling groups are: (1) 1 MB to 25 MB plans; (2) 50 MB to 1 GB plans; and (3) 2 GB to 5 GB plans (each a "Poolin

EXHIBIT 6
Packaged Services and Other Fees

25	$14	0.5600	3.0000	Telemetry (3) Data Pooling. Data usage will be pooled among M2M Devices on plans in the same pooling group and billing account number. The 3 pooling groups are: (1) 1 MB to 25 MB plans; (2) 50 MB to 1 GB plans; and (3) 2 GB to 5 GB plans (each a "Poolin
50	$16	0.3200	0.3000	Telemetry (3) Data Pooling. Data usage will be pooled among M2M Devices on plans in the same pooling group and billing account number. The 3 pooling groups are: (1) 1 MB to 25 MB plans; (2) 50 MB to 1 GB plans; and (3) 2 GB to 5 GB plans (each a "Poolin

Other Services/Features

Description	Price/Rate

MONTHLY PLAN QUANTITY *(Minutes)*	PTT Iden			
	Plan Price	*Straight Rate (col d ÷ col b)*	*Overage Rate (per minute)*	*Value Added Features/Clarifying Notes*

MONTHLY PLAN QUANTITY *(Minutes)*	WIRELESS VOICE (NATIONWIDE)			
	Plan Price	*Straight Rate (col d ÷ col b)*	*Overage Rate (per minute)*	*Value Added Features/Clarifying Notes*

MONTHLY PLAN QUANTITY *(Megabytes)*	WIRELESS DATA *(please specify device type in the notes field)*			
	Plan Price	*Straight Rate (col d ÷ col b)*	*Overage Rate (per megabyte)*	*Value Added Features/Clarifying Notes*
3,000	$35	0.0117	0.04/.25	Tablet plan, 100 MB off network allowance, .25/MB overage offnetwork, Sprint will not charge for data roaming on Aircard and Tablet devices unless there is proactive notification provided to the customer who is about to exceed the established roaming limit as described in the data plan being used
6,000	$50	0.0083	0.04/.25	Tablet plan, 300 MB off network allowance, .25/MB overage offnetwork, Sprint will not charge for data roaming on Aircard and Tablet devices unless there is proactive notification provided to the customer who is about to exceed the established roaming limit as described in the data plan being used

12,000	$80	0.0067	0.04/.25	Tablet plan, 300 MB off network allowance, .25/MB overage offnetwork, Sprint will not charge for data roaming on Aircard and Tablet devices unless there is proactive notification provided to the customer who is about to exceed the established roaming limit as described in the data plan being used

Other Services/Features

Description			Price/Rate
Geo Tracking	Approximate location pricing		
Net MRC	**# of Transactions Included**	**Overage Rate**	
$100	5,000	>	
$350	20,000	>	
$1,300	100,000	>	
$6,000	500,000	>	
$10,000	1,000,000	>	
$33,000	5,000,000	>	
$63,000	10,000,000	>	
$90,000	15,000,000	>	

Additional Comments/Clarification:

4G Smartphones and any 3G Smartphone launching after 10/14 require $10 premium data charge. Currently available 3G Smartphones DO NOT require $10 premium data charge

Broadcast messaging service - No charge to sender[State] when broadcast messages sent to Sprint users on State's Bans, or any Sprint user on any State/Local Gov't ban [WSCA] for government related business.

> .06/message charge for messages sent to any non Sprint or Sprint affiliate user.

Recipient charged according to recipients plan description for text services.

Broadcast messages to non Government employees [general public] is prohibited

Broadcast to the general public requires a separate connection to the Sprint network (VPN and SMPP). A different fee structure for this service

Geotracking service provided in Exhibit #4 is for Precise Location Service [AGPS]

Overage Rate
0.023
0.02
0.017
0.017
0.013
0.01
0.01
0.008

Location services [GPS/ GEO tracking] comes in two levels, Precise and Approximate. In either event the state would use the same API to request location, but depending on the accuracy level requested in their request, we will trigger and record the transaction as Precise or Approximate.

Approximate Location requests will only return a cell-sector response. Cell Sites are typically divided into multiple (~3) sectors to provide for the ability to adjust coverage based on terrain, etc. Approximate Location is based on which Sector that the customer device is located in. RF engineers define a center-point for each Cell Sector (the "centroid"). That center point is used as the lat/long location for every customer in that Cell-Sector (for an Approximate location), and the accuracy, or uncertainty, is based on the coverage area of that particular sector. Cell sectors will range in size from 100's of meters to 1000's of meters depending on the customers location. The customer's device must be 'on' and in the Sprint network to be located (same for Precise).

When the state requests a **Precise Location**, the Sprint Services Framework will engage the full extent of Sprint's location platform to obtain the customer's location. The location platform will attempt to contact the customers device to perform a GPS location. If GPS is not available, fall-back location methods may be used. Note that it is possible for a cell-sector response to be returned even if the customer requests a Precise location. In instances where the customer has turned off GPS on the device, or GPS is otherwise engaged (for example, using navigation, or Google pinging location when a customer does a search, etc.), a GPS level result will NOT be returned and a cell-sector response will instead be provided. Precise Location responses can range from a few meters to several meters (or several thousand if GPS is off). In an ideal situation, GPS 'on', good satellite coverage, etc. Precise will yield a result in 10's of meters. A location response will include the target MDN's

Enhanced Services

GPS Navigation

Sprint Family Locator	$5.00	Tired of sending text messages to track down your child's whereabouts? Dislike the expense of having to replace a family member's lost phone? See your kids on a satellite map using your computer or phone. Automatically get notified with Safety ChecksTM when your cild arrives at school or home. Try it free for 15 days b going to www.sprint.com/familylocator. Customer must first enroll online to use the service (adding the SOC without completing the online registration will not give the customer access to the application). Note: One SOC per account. **Not available for CL or Government customers.**
Sprint Workforce Locator	$15.00	Increase productivity and efficiency by locating employees in the field, sending employees driving directions and text messages, and notifying customers of arrival times. ***Indirect Dealer Mobile Locator for $5***
TeleNav GPS Navigator	$9.99	Get driving directions and see your progress on a moving map with spoken turn-by-turn driving directions on your GPS-capable phone. For iDEN phones. Data plan / pack is required. Additional information on www.sprint.com/navigation.
Sprint Navigation	$9.99	Get driving directions and see your progress on a moving map with spoken turn-by-turn driving directions on your GPS-capable phone. For CDMA phones. Data plan / pack is required. Additional information on www.sprint.com/navigation.
Nextmail	$7.50	**NextMail Free Trial available to new NextMail subscribers. NextMail combines the ability to send messages with the flexibility and global reach of e-mail. Customers can send NextMail messages worldwide, from anywhere on the Sprint Nextel Network - including the International Direct Connect® countries of Peru, Brazil, Mexico and Argentina - to anywhere a recipient can use a PC to access the internet.
Nextmail Professional	$19.99	NextMail combines the ability to send messages with the flexibility and global reach of e-mail, and Professional attaches Latitude/Longitude information and an interactive map showing the sender's location at the time the message was recorded.

Netmotion

Mobility XE - All Modules	$12.99	Mobility XE is mobile VPN software that maximizes mobile field worker productivity by maintaining and securing their data connections as they move in and out of wireless coverage areas and roam between networks.
Mobility XE - Policy Management	$11.99	
Netmotion Mobility XE	$9.99	

Actsoft

Actsoft Comet Mobile Worker 1-15 Subscriptions	$16.99	Comet Mobile Worker addresses a wide range of field service organizations-maintenance & repair, installation, utilities, etc.- including pickup and delivery. Must have Comt Tractker application as prerequisite.
Actsoft Comet Mobile Worker 16+ Subscriptions	$12.99	Comet Mobile Worker addresses a wide range of field service organizations-maintenance & repair, installation, utilities, etc.- including pickup and delivery. Must have Comt Tractker application as prerequisite.
Actsoft Comet Tracker In-Vehicle	$20.00	($20.00 Non recurring charge) Cyber Tracker In-Vehicle runs on embedded devices such as Cyber Tracker, Technocom LMU and Arcom WER 1500. Data Access Plan Required. Requires hardware purchased separately.

Actsoft Engine and Vehicle Monitoring solution	$6.00	($600.00 Non recurring charge) Actsoft partnered with Malone specialities to bring customers an innovative, on-demand vehicle activity and GPS tracking solution for fleets. The solution is a cost-effective way to protect engines and lower maintenance costs. Must have Comet Tracker application as prerequisite. Solution requires separate hardward ordered through Actsoft.
My Comet Web 'Comet EZ'	$10.00	($20.00 non recurring charge) Comet Tracker Standard, developed by Actsoft is a mobile management solution that tracks Time, Tasks, Jobs & Locations fo remote works utilizing Sprint's GPS, Java- enabled handsets, companies are able to efficienly track employee hours.
Actsoft Comet Tracker 1-49 Subs	$17.00	($20.00 non recurring charge)
Actsoft Comet Tracker 100+ Subs	$13.00	($20.00 non recurring charge) Comet Tracker is a mobile mangement solution that tracks Time, Tasks, JObs and Locations of remote workers. Comet Tracker on the BB adds powerful new features. The invehicle solutions are specifically designed to track mobile assets in the field.
Actsoft Comet Tracker 50-99 Subs	$15.00	($20.00 non recurring charge) Comet Tracker is a mobile management solution that tracts Time, Tasks, Jobs & locations of remote workers. Comet Tracker on the BB adds powerful nw featuresl The in-vehicle solutions are specifically designed to track mobile assessts in the field.
Actsoft Comet Tracker Lite	$19.95	($20.00 non recurring charge) With Comet Tracker Lite, as long as the phone is on, it can be tracked. Features for CDMA & iDEN include 6 location queries per hour, reporting and the ability to locate a phone indoors.Comet Tracker uses the same SOC for all price point of the tiered pricing structure. The discount is taken off on the invoice when it is recognized that the BAN has reached the 50 or 100 unit thresholds. Comet Tracker Lite does not offer tiered pricing options. Data Access Plan is not required.
Comet Tracker GPS Tracking Service- Gov't ONLY	$20.00	($20.00 non recurring charge) Cyber Tracker in-vehicle runs on embedded devices such as Cyber Tracker, Technocom LMU and Arcom WER 1500. Data Access Plan Required. Requires hardware purchased separately.
Agilis		
Agilis SmartCALL	$14.99	(25.00 Non recurring charge)
Agilis SmartDISPATCH	$19.99	(25.00 Non recurring charge) 1-100 users: $19.99 101-500 users: $18.99 501+ users: 17.99
Agilis SmartDOT	$11.99	(25.00 Non recurring charge)
Agilis SmartLOCATE	$11.99	(25.00 Non recurring charge) 1-100 users: $11.99 101-500 users: $10.99 500+ users: $9.99 Note: For Control Plane tracking BMF fee will need to be added
Agilis SmartNAVIGATE (audible with maps)	$9.99	(25.00 Non recurring charge)
Agilis SmartNAVIGATE (audible with text)	$5.99	(25.00 Non recurring charge)
Agilis SmartPay	$19.95	Wireless payment processing, powered by Charge Anywhere. Full integration with SmartWORKS eliminates the need for data entry by the mobile worker.
Agilis SmartWORKS	$29.99	(25.00 Non recurring charge) 1-100 users: $29.99 101-500 users: $27.99 501+ users: $25.99
Air-Trak		
Air-Trak Advanced Phone Plan	$19.95	Plan includes: All Standard Plan features plus: Sub minute update rate that users can configure; Advanced routing/ESRI Intergration; Advanced overtime reports/alers & work order 'auction'. Please see http://www.air-trak.com/cell-phone-tracking.php for currently supported phones. Data Access plan is required.

Air-Trak In-Vehicle, Advanced	$24.95	(19.95 Non recurring charge) Air-Trak monitors personnel, vehicles and assets using a wide variety of platforms including Phone and In-Vehicle platforms running over the iDEN or CDMA networks. Different inputs from different devices and networks are seamlessly integrated into one application for ease of use. Data Access plan is required.
Air-Trak In-Vehicle, Standard	$17.95	(19.95 Non recurring charge) Air-Trak monitors personnel, vehicles and assets using a wide variety of platforms including Phone and In-Vehicle platforms running over the iDEN ntworks. Different inputs from different devices and networks are seamlessly integrated into one application for ease of use. Please see http://www.air-trak.com/cell-phone-tracking.php for currently supported phones. Data Access plan is required
Air-Trak Phone Application	$14.95	(19.95 Non recurring charge) Air-Trak monitors personnel, vehicles and assets using a wide variety of platforms including Phone and In-Vehicle platforms running over the Sprint iDEN and CDMA networks. Different inputs from different devices and networks are seamlessly integrated into one application for ease of use.
Air-Trak Portable Tracking Unit	$16.95	The Air-Trak Application on the battery powered Sendum tracking device is intended for high value cargo tracking or where the portability of a basic function device is needed. Functionality on the Sendum device is more limited than the other platforms and includes location, speed, and heading. Data Access plan is required.
Air-Trak Satellite 25KB	$16.95	A satellite failover tracking option for Air-Trak customers traveling outside of Sprint network coverage.
Air-Trak Satellite 50KB	$32.95	A satellite failover tracking option for Air-Trak customers traveling outside of Sprint network coverage.
Air-Trak Vertical Plan	$24.95	Specialized functionality for target verticals. Please see http://www.air-trak.com/cell-phone-tracking.php for currently supported phones. Data Access plan is required.
Air-Trak Windows Device - Advanced	$20.95	Includes all Air-Trak Windows Device – Standard plan features plus: Sub minute update rate that users can configure; Advanced Routing/ESRI Integration; Advanced Overtime Reports/Alers & Work Order Auction. Please see http://www.air-trak.com/cell-phone-tracking.php for currently supported phones. Data Access plan is required.
Air-Trak Windows Device - Standard	$15.95	Runs on laptop computers with either embedded or removable wireless CDMA modem cards and other hand-held Windows Mobile devices with CDMA modems. Standard Air-Trak for Windows Application: Clock in & out; Record & automatically transmit job numbers and times; View route and stop status; Manuallly or automatically transmit positions when needed; Collect data; Ability for laptop user to see current location of self or colleagues. Please see http://www.air-trak.com/cell-phone-tracking.php for currently supported phones. Data Access plan is required.

Aircharge

AIRCHARGE 1-5 Units	$10.00	Wireless payment processing on your iDEN or CDMA device. Get swiped payment rates on your sales in the field. Check AIRCHARGE.com website for current compatible handsets. Credit card swiping mechanism ranging in price from $200-$575. Sprint Unlimited Data Access with private IP address. Tiered pricing based on volume: 1-5 units - $10/unit/month; 6-25 units - $8/unit/month; 26-75 units - $6/unit/month; 75+ units $4/unit/month
AIRCHARGE 6-25 Units	$8.00	Wireless payment processing on your iDEN or CDMA device. Get swiped payment rates on your sales in the field. Check AIRCHARGE.com website for current compatible handsets. Credit card swiping mechanism ranging in price from $200-$575. Sprint Unlimited Data Access with private IP address. Tiered pricing based on volume: 1-5 units - $10/unit/month; 6-25 units - $8/unit/month; 26-75 units - $6/unit/month; 75+ units $4/unit/month

AIRCHARGE 26-75 Units	$6.00	Wireless payment processing on your iDEN or CDMA device. Get swiped payment rates on your sales in the field. Check AIRCHARGE.com website for current compatible handsets. Credit card swiping mechanism ranging in price from $200-$575. Sprint Unlimited Data Access with private IP address. Tiered pricing based on volume: 1-5 units - $10/unit/month; 6-25 units - $8/unit/month; 26-75 units - $6/unit/month; 75+ units $4/unit/month
AIRCHARGE 76+ Units	$4.00	Wireless payment processing on your iDEN or CDMA device. Get swiped payment rates on your sales in the field. Check AIRCHARGE.com website for current compatible handsets. Credit card swiping mechanism ranging in price from $200-$575. Sprint Unlimited Data Access with private IP address. Tiered pricing based on volume: 1-5 units - $10/unit/month; 6-25 units - $8/unit/month; 26-75 units - $6/unit/month; 75+ units $4/unit/month

AirClic

AirClic MP	$50.00	AirClic barcode scanning solutions allow customers to wirelessly track assets. AirClic solutions are "90-10" applications (90% built, 10% customized). Airclic MP XPress are pre-engineered applications and some personalization with the data.
AirClic MP - Xpress (app only)	$15.00	AirClic barcode scanning solutions allow customers to wirelessly track assets. AirClic solutions are "90-10 Applications" (90% built in functionality, 10% customized). AirClic MP XPress are pre-engineered applications and some personalization with the data capture fields. These include applications for Inventory Tracking, Asset Tracking, Security, Proof of Delivery, Time Management and Time Tracking. Requires: IDEN: Java enabled phone, Sprint Unlimited Data Access plan, Monthly AirClic Application Service.

Cheetah

Cheetah Software (A-P)	$25 - $100	(20 non recurring charge) Cheetah delivers real-time, wireless, Web-based solutions for automating and optimizing pickup, delivery, dispatch, and customer service. Fully scalable, Cheetah solutions increase productivity and profitability for carriers with 15 or more trucks. Cheetah's private fleet and LTL customers utilize GPS-enabled phones and PDAs to schedule, route, and track drivers and shipments. Sprint Direct / Indirect Rep places order via FDT, SNAP or WIAT. The Sprint sales representative should email Cheetah at sales@cheetah.com to provide customer information for the new activation. • Customer Name • BAN • Date of Order • Number of Units • Customer Point of Contact • Customer POC Phone number • Customer POC email address • Your name & contact information Cheetah will verify the order using the NOLWS API and create the new account. Cheetah will contact the customer point of contact to finalize the account set-up.

TeleNav

TeleNav Fleet Navigation	$10.00	TeleNav Fleet Navigation adds truck-specific navigation using the most up-to-date road network information including support for 18-wheelers. TeleNav Fleet is an add on to Telenav Track Premium and is compatible only with iDEN devices. Unlimited routes, requires the purchase of a Data Access Plan or Data Pack.
TeleNav GPS Navigator	$9.99	Get driving directions and see your progress on a moving map with spoken turn-by-turn driving directions on your GPS-capable phone. For iDEN phones. Data plan / pack is required. Additional information on www.sprint.com/navigation.

TeleNav Track Asset/Vehicle Tracker	$21.99	(24.99 non recurring charge) TeleNav Asset Tracker provides an effective and inexpensive way to track and locate high value, mobile assets. With Vehicle Tracker, professionally installed GPS modems provide accurate location info along with important details like speed, prolonged stops and more. Asset Tracker Requires Sprint $11 Asset Tracking Data Plan and purchase of AnyData ATG-100D device direct from AnyData. Vehicle Tracker requires data access plan, $3 Public IP and hardware directly purchased from GoMRM. Set Up fee (PDSTRO) should be added automatically.
TeleNav Track Lite	$22.99	(24.99 non recurring charge) TeleNav Track LITE allows customers to locate and monitor mobile workers using network-based tracking TeleNav Track LITE does not require an application on the handset, making it easy to deploy and compatible with a wide range of handsets and devices. See QRB for more information. TeleNav Track LITE includes voice timesheets and geo-fence timesheets, but does not support certain features of TeleNav Track such as job dispatching, wireless forms and GPS navigation.
TeleNav Track Premium	$27.99	(24.99 non recurring charge) TeleNav Track Premium allows customers to locate and monitor mobile workers, reporting location as frequently as 1 per minute. TeleNav Track Premium also provides customizable maps for administrators, geofencing, wireless timecards, two-way messaging, mileage tracking, job dispatch and management, wireless forms, hot key alert and GPS navigation. TeleNav Track Premium requires a Java application and GPS on the device. See QRB for more information.
TeleNav Track Standard	$14.99	(24.99 non recurring charge) TeleNav Track Standard allows customers to locate and monitor mobile workers, reporting location as frequently as 1 per minute. TeleNav Track Standard also provides customizable maps for administrators, geofencing and wireless timecards, speeding and stop alerts, messaging and remote start. TeleNav Track Standard requires a Java application and GPS on the device. See QRB for more information. TeleNav Track Standard does not support certain features of TeleNav Track such as job dispatching, wireless forms and GPS navigation.
TeleNav Vehicle Manager Premium	$39.99	(14.99 non recurring charge) TeleNav Vehicle Manager Premium combines all the features of TeleNav Standard with Hours of Service ffeature. Requires purchase of Turnpike Electronic On-Board Recorder (EOBR). See 'DSP > Products & Services > Mobile Applications > Sprint Billed business application partners' for more information and compatible devices.
TeleNav Vehicle Manager Standard	$29.99	(14.99 non recurring charge) TeleNav Vehicle Manager Standard combines TeleNav Track Premium with Turnpike Global's Route Tracker solution providing monitoring and management of drivers activities along with reports on vehicle operation, fuel efficiency, driver performance, vehicle fault codes, and IFTA (fuel tax) reporting and services. Requires purchase of Turnpike Electronic On-Board Recorder (EOBR). See 'DSP > Products & Services > Mobile Applications > Sprint Billed business application partners' for more information and compatible devices.

Trimble/Geomanager

GeoManager 2yr Storage	$1.95	2 Year Data Storage (On Demand Reports), Extended Data Options. Geomanager Standard iLM only. 3 Year Agreement Required. A base data plan is required on the black box (See chart in QRB) and any data plan or attachable is required on the handset. One time charges for hardware, data installation and training are negotiated and paid separately to Trimble. Discounts: 25 unit- 30%; 50 unit- 50% (TRMGEO)

Geomanager API	$4.95	API Query, Option for Integration and Data Feeds. Geomanager Stanadard - iLM or Handset. 3 Year Agreement Required. A base data plan is required on the black box (See chart in QRB) and any data plan or attachable is required on the handset. One time charges for hardware, data installation and training are negotiated and paid separately to Trimble. Discounts: 25 unit- 30%; 50 unit- 50% (TRMGEO)
Geomanager Communications	$1.95	Messaging and Communications, Mobile Application. Geomanager Stanadard - iLM or Handset3 Year Agreement Required.A base data plan is required on the black box (See chart in QRB) and any data plan or attachable is required on the handset. One time charges for hardware, data installation and training are negotiated and paid separately to Trimble. Discounts: 25 unit- 30%; 50 unit- 50% (TRMGEO)
GeoManager Diag. Msg. Comm	$4.95	
Geomanager DirectData	$4.95	DirectData: Option for Integration and Data Feeds. Geomanager Stanadard - iLM or Handset. 3 Year Agreement Required. A base data plan is required on the black box (See chart in QRB) and any data plan or attachable is required on the handset. One time charges for hardware, data installation and training are negotiated and paid separately to Trimble. Discounts: 25 unit- 30%; 50 unit- 50% (TRMGEO)
GeoManager DriverSafety	$9.95	
GeoManager Fleet Management	$22.95	
GeoManager Hours of Service	$12.95	
GeoManager Playback	$2.95	Enhanced Route Playback (2 min Breadcrumb). Geomanager Stanadard - iLM or Handset. 3 Year Agreement Required.A base data plan is required on the black box (See chart in QRB) and any data plan or attachable is required on the handset. One time charges for hardware, data installation and training are negotiated and paid separately to Trimble. Discounts: 25 unit- 30%; 50 unit- 50% (TRMGEO)
Geomanager Switch Status	$7.95	Sensor Connect - Switch Status (Power, Hinge Door, Roll-up Door). Geomanager Standard iLM only. 3 Year Agreement Required. A base data plan is required on the black box (See chart) and any data plan or attachable is required on the handset. One time charges for hardware, data installation and training are negotiated and paid separately to Trimble. Discounts: 25 unit- 30%; 50 unit- 50% (TRMGEO)
Geomanager Temp Status	$7.95	Sensor Connect - Temp Status. Geomanager Standard iLM only3 Year Agreement Required. A base data plan is required on the black box (See chart in QRB) and any data plan or attachable is required on the handset. One time charges for hardware, data installation and training are negotiated and paid separately to Trimble. Discounts: 25 unit- 30%; 50 unit- 50% (TRMGEO)
GeoManager WiFi Service	$2.95	
GeoManager Work Management	$11.95	
Geomanager workflow	$12.95	Workflow Status (Includes Messaging and Communications Value Package), Mobile Application. Geomanager Stanadard - iLM or Handset. 3 Year Agreement Required.A base data plan is required on the black box (See chart in QRB) and any data plan or attachable is required on the handset. One time charges for hardware, data installation and training are negotiated and paid separately to Trimble. Discounts: 25 unit- 30%; 50 unit- 50% (TRMGEO)

Turnpike

Turnpike Direct	$10.00	Application includes: Vehicle Operation Reports including Road speeds, Engine idle, Hard braking, Odometer, Mileage, Productivity monitoring, Payroll, RPM, Vehicle/Driver scorecard, Route 'Bread Crumb Trail', Electronic trip sheet, Stop detail, Customer stopsIFTA Reports including state mileage reporting, fuel receipt integration, integrated IFTA and HUT reporting, full audit support. Requires Data Plan. For a listing of devices, please see the Turnpike QRB located in D.S.P and Indirect.sprint.com.
Turnpike Direct Premium	$15.00	Includes features of Turnpike Direct, plus adds: Electronic hours of service (HOS) application, (includes pre-trip/post-trip inspection), Real-time fault code reporting, driver log-in/operational reports by driver. Requires Data Plan. For a listing of devices, please see the Turnpike QRB located in D.S.P and Indirect.sprint.com.
Turnpike RouteTracker	$20.00	(25 non recurring charge) RouteTracker is a high performing, low-cost solution for regulatory filing for fleet operators.RouteTracker solution uses tethered devices in trucks along with handset applications for the drivers to track the regulatory needs for both drivers and the fleet. Fleet operations reports are provide via web service along with filings for International Fuel Tax Agreement (IFTA), Hours of Service (HOS), and International Registration Plan (IRP).Includes in-vehicle hardware, cabling, installation kit (alcohol wipe, 2-sided tape and/or silicone adhesive), installation manual. For a listing of devices, please see the Turnpike QRB located in D.S.P and Indirect.sprint.com.
Xora		
Xora Navigation (EZNav) Add-on	$5.99	Audible GPS Navigation. Note: Add-on module - requires Xora GPS TimeTrack Basic, Business Plus or GoldAudible turn-by-turn navigation integrated into GPS TimeTrack
Xora InVehicle HM	$19.99	(24.99 non recurring charge) This is NOT handset-based. Uses in-vehicle tracking units (black boxes) to track real-time locations, speeds and stop times for fleet vehicles. Gold adds engine idle monitoring and more.
Xora InVehicle PND	$24.98	(24.99 non recurring charge) Devices is a web based application that combines work order management and tracking locationof vehicles equipped with a Personal Navigation Device connected to an iDEN or CDMABlackBox. An internet-connected PC enables managers to sign-up, manage and dispatch workorders. Benefits include real-time visibility into vehicle locations, mileage and other cost savings,efficient handling of deliveries/work orders and other such significant productivity improvementsand increased customer satisfaction. Some of the key features include:*Ability to track the location of the vehicle based on the PND and blackbox.*Send messages and dispatch work orders to the PND Device.*Navigate to the work order based on the address information included in the PND device aswell as to complete the jobs.
Xora TimeTrack Gold	$19.99	(24.99 non recurring charge) Note: Unlimited Data Access Plan RequiredGold adds advanced alerting, custom workflows, photo capture (JobPix) and more. Please see phone compatiblity matrix at http://www.xora.com/xdl/matrix.php to determine phone applications.
Xora TimeTrack Lite	$19.99	(24.99 non recurring charge) Note: Xora GPS TimeTrack Lite does NOT support certain features of other Xora GPS TimeTrack versions, such as job and time tracking and wireless forms.Xora GPS TimeTrack LITE does not require an application on the handset. It provides the ability for companies to locate the current and historical location of their mobile workers through maps and reports. Please see phone compatiblity matrix at http://www.xora.com/xdl/matrix.php to determine phone applications.

Xora TimeTrack Silver	$15.98	(24.99 non recurring charge) Note: Unlimited Data Access Plan RequiredBusiness plus adds data capture, geofencing, barcode scanning capabilities and integration with back office systems. Please see phone compatiblity matrix at http://www.xora.com/xdl/matrix.php to determine phone applications.
Xora Vehicle DL 10	$29.99	Xora InVehicle DL comes with the innovative Walsh FleetVantageTM device, a small, self-installed wireless GPS communication device for monitoring and logging vehicle location.
Xora Vehicle DL 20	$31.99	Xora InVehicle DL comes with the innovative Walsh FleetVantageTM device, a small, self-installed wireless GPS communication device for monitoring and logging vehicle location.

Airave

Coverage enhancement only	$4.95	Coverage only, up to 5,000 Sq ft
Unlimited *	$25.00	Unlimited usage

Insurance

ESRP	$1.00	Equipment Service and Repair Program
TEP	$3.99	Total Equipment Protection
Stand By Plan	$5.95	
Address Book	$1.00	
Mobile to Office	$3.00	
Talk Group- Unlimited	$5.00	Fleet level, 200 user max.
AAA Hosting	$3.00	
Mobile Hot Spot	$29.99	5G cap, Overage .05/MB, Includes 300 MB roaming - .25/MB over 300 MB roaming charge

Target Pricing for Mobile Cellular Services

	Bulk Wireless Voice			Bulk Wireless Data	Bulk Push-to-Talk			
Tier #	In-State Target *(per minute)*	Out-of-State Target *(per minute)*	Nationwide Target *(per minute)*	Bulk Data Target *(per megabyte)*	CDMA PTT Target *(per subscription)*	CDMA Interop Target *(per subscription)*	Iden PTT Target *(per subscription)*	Iden Interop Target *(per subscription)*
Tier 1	$ 0.044	$ 0.200	$ 0.044	$ 0.035	$ 8.000	$ 8.000	$ 9.500	$ 9.500
Tier 2	$ 0.040	$ 0.180	$ 0.040	$ 0.032	$ 7.500	$ 7.500	$ 9.000	$ 9.000
Tier 3	$ 0.035	$ 0.160	$ 0.035	$ 0.029	$ 7.000	$ 7.000	$ 8.500	$ 8.500
Tier 4	$ 0.030	$ 0.140	$ 0.030	$ 0.025	$ 6.750	$ 6.750	$ 8.250	$ 8.250
Tier 5	$ 0.027	$ 0.120	$ 0.027	$ 0.020	$ 6.500	$ 6.500	$ 8.000	$ 8.000
Tier 6	$ 0.024	$ 0.100	$ 0.024	$ 0.015	$ 6.250	$ 6.250	$ 7.750	$ 7.750

	Bulk Messaging, Broadcasting, & Logging		
	SMS Target *(per message)*	MMS Target *(per message)*	SMS/MMS Target *(per message)*
Tier 1	$ 0.010	$ 0.010	$ 0.010
Tier 2	$ 0.008	$ 0.008	$ 0.008
Tier 3	$ 0.007	$ 0.007	$ 0.007
Tier 4	$ 0.006	$ 0.006	$ 0.006
Tier 5	$ 0.005	$ 0.005	$ 0.005
Tier 6	$ 0.004	$ 0.004	$ 0.004

	Messaging Packages	
Tier #	Package Target	Overage Target
Tier 1 (300)	$ 1.000	$ 0.010
Tier 2 (500)	$ 2.000	$ 0.010
Tier 3 (UNL)	$ 5.000	-----

Other Fees	Target Rate
Minimum Monthly Service Fee*	$ 2.50
Monthly Message Broadcasting Subsc. Fee	$ 2.00
Monthly Message Logging Subscription Fee	$ 1.50
Monthly Tethering Premium	$ 7.00

** The absolute maximum value permitted for this item is $5.00*

	Bulk GeoTracking *(per record)*
Tier 1	$ 0.050
Tier 2	$ 0.045
Tier 3	$ 0.035
Tier 4	$ 0.025
Tier 5	$ 0.015
Tier 6	$ 0.010

All Inclusive Plan	
Target Price	Specifications/Description
62.00	To include: unlimited anytime voice, unlimited SMS/MMS messaging, and unlimited data

Target Pricing for Mobile Cellular Services

	Voice Packages (Local)		
Tier #	Package Target	Overage Target	Target Specifications/Description
Tier 1 (250)	$ 15.000	$ 0.060	To Include: unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 2 (500)	$ 22.500	$ 0.045	To Include: unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 3 (600)	$ 27.000	$ 0.045	To Include: unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 4 (1,000)	$ 32.000	$ 0.032	To Include: unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 5 (Unlimited)	$ 40.000	-----	

	Voice Packages (Nationwide)		
Tier #	Package Price Target	Overage Target	Target Specifications/Description
Tier 1 (250)	$ 15.000	$ 0.060	To Include: national roaming, long distance calling, unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 2 (300)	$ 18.000	$ 0.060	To Include: national roaming, long distance calling, unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 3 (600)	$ 27.000	$ 0.045	To Include: national roaming, long distance calling, unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 4 (1,000)	$ 32.000	$ 0.032	To Include: national roaming, long distance calling, unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 5 (Unlimited)	$ 40.000	-----	

Target Pricing for Mobile Cellular Services

	Data Packages		
Tier #	Package Price Target	Overage Target	Target Specifications/Description
Tier 1 (AC, 500)	$ 17.500	$ 0.035	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 2 (AC, 1,000)	$ 25.000	$ 0.025	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 3 (AC, 2,000)	$ 30.000	$ 0.015	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 4 (AC, UNL)	$ 33.000	-----	
Tier 5 (SP, 100)	$ 10.000	$ 0.100	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 6 (SP, 500)	$ 15.000	$ 0.030	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 7 (SP, 1,000)	$ 20.000	$ 0.020	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 8 (SP, UNL)	$ 22.500	-----	
Tier 9 (BB, 100)	$ 10.000	$ 0.100	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 10 (BB, 500)	$ 15.000	$ 0.030	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 11 (BB, 1,000)	$ 20.000	$ 0.020	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 12 (BB, UNL)	$ 22.500	------	
Tier 13 (TB, 500)	$ 17.500	$ 0.035	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 14 (TB, 1,000)	$ 25.000	$ 0.025	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 15 (TB, 2,000)	$ 30.000	$ 0.015	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 16 (TB, UNL)	$ 33.000	------	
Tier 17 (TL, 1)	$ 6.000	*	Customer will be charged for the lowest sufficient plan in the event of overage.
Tier 18 (TL, 2)	$ 7.000	*	Customer will be charged for the lowest sufficient plan in the event of overage.
Tier 19 (TL, 3)	$ 8.000	*	Customer will be charged for the lowest sufficient plan in the event of overage.
Tier 20 (TL, 4)	$ 9.000	*	Customer will be charged for the lowest sufficient plan in the event of overage.
Tier 21 (TL, 5)	$ 10.000	*	Customer will be charged for the lowest sufficient plan in the event of overage.
Tier 22 (TL, 10)	$ 11.000	$ 0.100	The maximum a customer will be charged is the lowest sufficient plan in the event of overage.
Tier 23 (TL, 100)	$ 13.000	$ 0.100	The maximum a customer will be charged is the lowest sufficient plan in the event of overage.
Tier 24 (TL, 500)	$ 15.000	$ 0.100	

EXHIBIT 4 -
ENHANCED SERVICES AND SOLUTIONS

Exhibit 4.0 Sprint MCS Enhanced Services and Solutions

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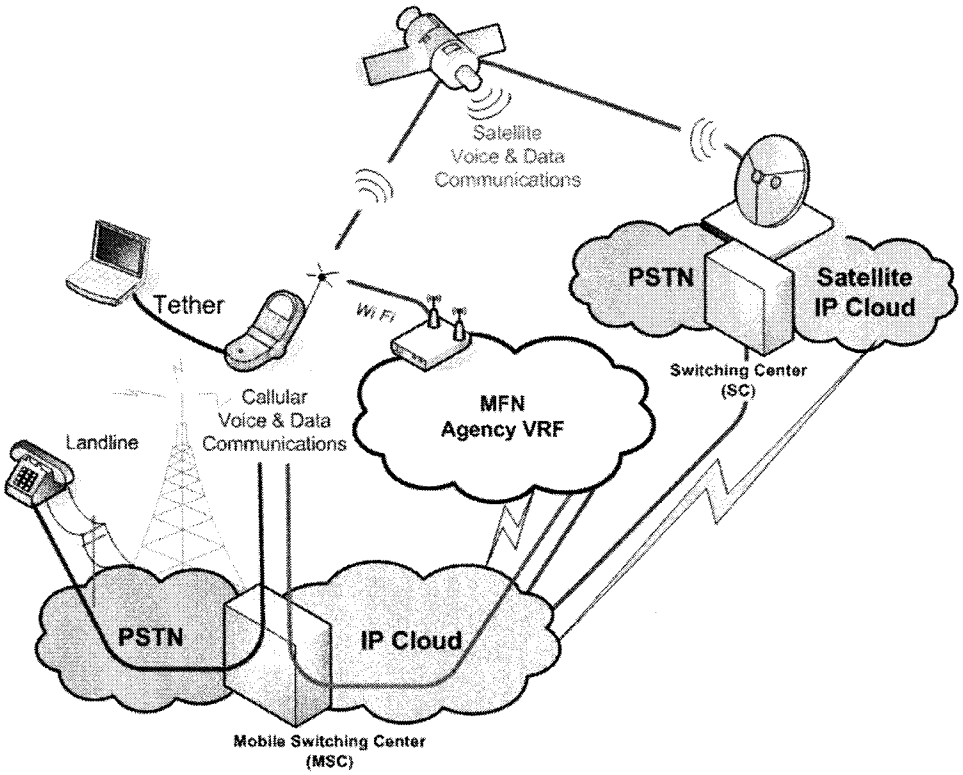
4.01 Hybrid Satellite/Cellular Telecommunications

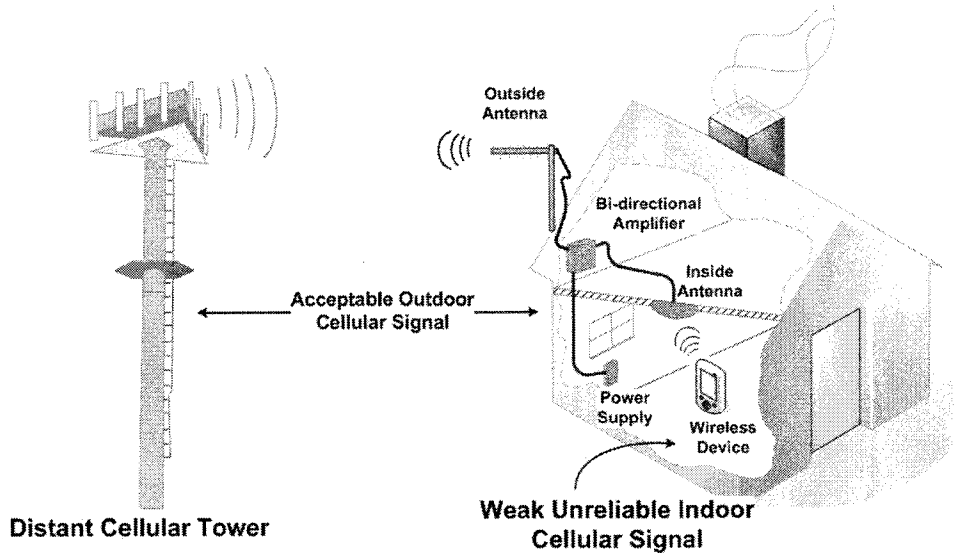
To the extent available, the Service Provider shall provide hybrid satellite/cellular telecommunications services and the associated handheld device(s) with cellular, Wi-Fi(desired), and satellite voice and data functionally. See diagram below.



Sprint will not currently be proposing a Hybrid Satellite/Cellular Telecommunications solution, but may elect in the future to provide this service feature.

4.02 Indoor Cellular Signal Amplifier System

To the extent available, the Service Provider shall provide bi-directional cellular signal amplifier systems for both home and office applications. The bi-directional cellular signal amplifier system shall be used in situations where the indoor cellular signal strength does not carry the necessary signal power level required for reliable cellular communications (Voice & Data). The diagram below depicts the intended functionality of a bi-directional cellular signal amplification system and does not specify the actual system design or denote the required individual electronic components.



The Service Provider shall provide the coverage area footprint (per indoor antenna), the system's simultaneous user capacity, and a physical measure (in square feet) of the indoor area each proposed system is designed to operate within. Also, the Service Provider shall specify the minimum acceptable outdoor cellular signal strength required for each system proposed.

The Service Provider may include (or substitute) mini, micro, pico cellular tower technology, network extender device(s), or other appliance designed to improve indoor cellular signal power levels. The Service Provider shall provide, as required, helpdesk support for the installed system and assist the end customer or DMS with identifying or troubleshooting issues related to performance degradation associated with the communication stream's transport path.

Note: For all indoor signal enhancement systems procured under this contract, the Service Provider shall be responsible for each system's installation, helpdesk support, and customer configuration assistance for the term of the Contract. The proposed system shall be a Service Provider turn-key solution.

Sprint Option 1:

AIRAVE 2.0 is a CDMA-base station (Femtocell). This base station extends a CDMA signal within the user's home or small office providing full bar coverage in their location by incorporating base station (BTS) and base station controller (BSC) functionality into the Femtocell itself, which then has connectivity, via the internet, to the AIRAVE 2.0 core network. Voice over IP (VoIP) allows the unit to provide voice and data services in the same way as a normal base station, but with the customer installation simplicity of a Wi-Fi access point.

The AIRAVE 2.0 is unrestricted by default, allowing any user to enjoy the enhanced coverage while within range of your device. If the owner chooses, the AIRAVE 2.0 can be restricted to allow authorized phones to access the device. In either mode, up to three users can use the service simultaneously. AIRAVE 2.0 supports the 1900 MHz band and supports seamless handoffs from the AIRAVE 2.0 to the towers on the Sprint 3G and Nationwide Sprint Networks.

Because Femtocells operate in licensed spectrum and licensed spectrum allocation is made to carriers on a per fee basis, deployment of AIRAVE 2.0 equipment must meet strict requirements. So, while users can travel with the AIRAVE 2.0 device and use it wherever there is power,

broadband connection, and Sprint has licensed spectrum, each AIRAVE 2.0 device is equipped with a GPS system to ensure it does not operate in areas where Sprint is not licensed to offer service. Additionally, the GPS receiver is used to provide accurate location information to public safety answering points in the event of a 911 call.

Device Enhancements with AIRAVE Access Point include:

- Analog Telephone Adapter port (ATA)-provides VoIP calling from the home or small office.
    - The ATA port allows the customer to port their existing wire line or wireless number to AIRAVE Access Point and connect a wired desk phone; giving customers' a true landline replacement solution. (VoIP will be launched at a later date)
- Customers can use their existing home phone equipment with AIRAVE Access Point
- Support for EVDO/Rev A data-AIRAVE Access Point will support EVDO/Rev A data speeds when in range of the AIRAVE 2.0
- Increased number of simultaneous users to six;
- Voice and Data Quality of Service (QoS)-built-in router prioritizes voice traffic above data traffic.
    - This preserves voice quality by making sure voice traffic is sent before data traffic when someone within the home or office is using the broadband connection.

In addition to the above enhancements, the following existing functionality continues to be supported:

- Sprint Branded Femtocell product designed to create a dedicated CDMA signal within the home or office through the customer's broadband Internet connection
- Works with any Sprint device
- Auto setup/Plug-N-Play
- Active handoff coming from the AIRAVE and going to the Sprint 3G and Nationwide Sprint networks
- Private Home Designation allows the customer to control who can use their AIRAVE Access Point.

Limitation of the AIRAVE:

AIRAVE 2.0 does not support active handoff from the Sprint 3G or Nationwide Sprint Networks to the AIRAVE 2.0. In this case, the phone will continue on the Sprint 3G and Nationwide Sprint Network until the call ends. After the call ends, the phone will automatically lock on to the AIRAVE 2.0.

Customer Requirements

- High Speed IP access – Cable/DSL/FT1/T1

- Ethernet port – An available Ethernet port on the LAN/Cable modem/DSL router/other router
- Physical Location:
    - Within close proximity of a window
    - Within AIRAVE 2.0 coverage areas – For location availability, please refer to www.sprint.com/airave.

AIRAVE 2.0 uses standard ports to connect to the Nationwide Sprint Network via the Internet. These ports are open by default on most routers and firewalls and will not need additional configuration. However, if your AIRAVE 2.0 cannot connect to the Sprint 3G or Nationwide Sprint networks due to a unique network configuration, you may need to open the following ports on your switch or router: 500, 4500, 53, and 52428 (all are UDP).

Multiple AIRAVE Units

The deployment of multiple AIRAVE 2.0 units within a single location to either increase the coverage area or capacity of the product is not recommended for the following reasons:

- There is no active handoff between AIRAVE 2.0 units (i.e. calls will not transfer if a user moves from the range of one AIRAVE to another).
- In certain circumstances, several AIRAVE 2.0 units within a very close proximity may interfere with each other.

If it is absolutely necessary to place multiple devices within close proximity of one another, the below guidelines should be followed to ensure proper operation:

- AIRAVE 2.0 units should be at least 45 feet from each other for optimal operation.
- The AIRAVE 2.0 units must have the same user restriction settings (either open access, or the same phone numbers allowed on each AIRAVE 2.0. This is to prevent certain users from being unnecessarily blocked.

<u>Sprint Option 2:</u>

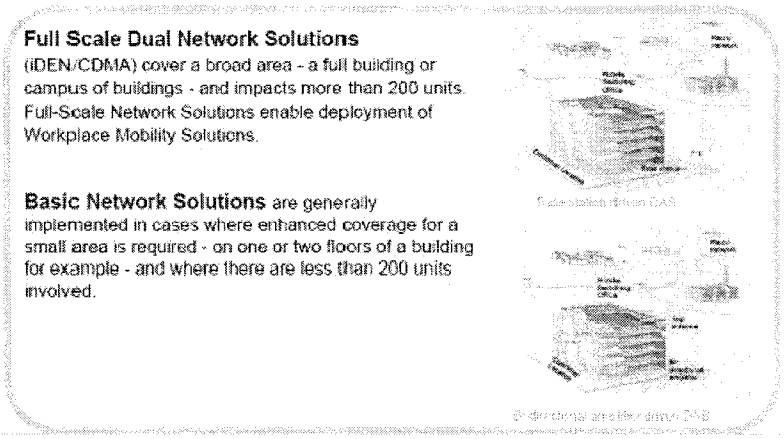
Custom Network Solutions Overview

Sprint Custom Network Solutions implemented by our Custom Network Solutions (CNS) group extends Nationwide Sprint and Nextel National Networks and Sprint 3G and 4G into buildings and onto campuses to deliver the power, productivity and efficiency of Sprint's voice and data communications wherever you need it.

Components of a Custom Network Solution

A CNS solution design team consists of a CNS Solutions Engineer, a CNS Program/Project Manager, local engineers and assigned project personnel from State of Florida. The CNS design team will do a solution design walk around the campus(s) and all adjacent locations. The team will determine the system design to provide in-building and on-campus coverage. CNS offers two levels of solutions:

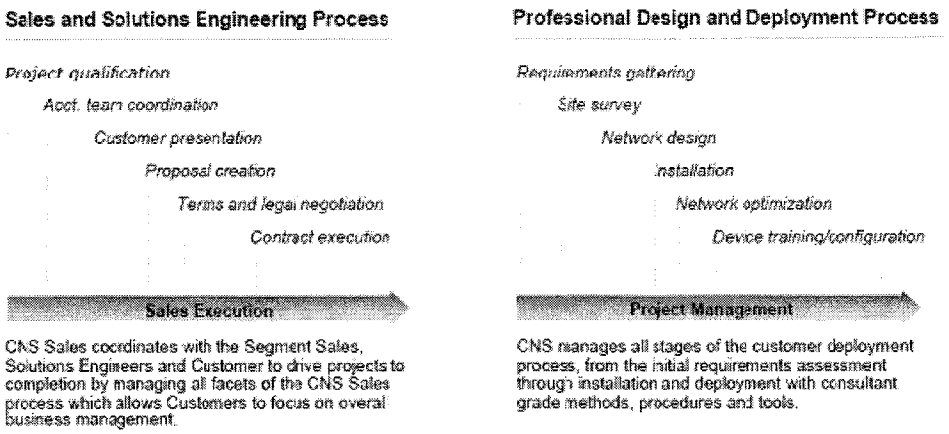
- Basic Network Solutions: Implemented in cases where enhanced coverage for a small area is required (on 1 or 2 floors of a building, for example) and where there are less than 200 units involved
- Full-Scale Network Solutions: Covering a broader area (such as a full building or campus of buildings impacting more than 200 units); Full-Scale Network Solutions enable Advanced Mobility Solutions including Private Radio Solutions, WLAN Infrastructure and Fixed Mobile Convergence and the creation of Wireless Ecosystems



The primary solution may include a macro-base station design with external rooftop antennas, which CNS designs to provide adequate radio frequency (RF) penetration to the majority of the campus. In areas requiring further coverage enhancement, Sprint may design and install a distributed antenna system with internal antennas placed throughout the required spaces. CNS installs, monitors and maintains the wireless networks on-site allowing IT departments to reduce costs and focus on other priorities. Depending on State of Florida requirements, a CNS solution will include many or all of the following components:

Sprint Services	Cellular Two-way messaging	SMR/Direct Connect Data Applications
Nextel &Sprint Devices	Handsets Data Cards	BlackBerry Devices Single mode and dual mode Smart Devices
CNS Infrastructure	Distributed Antenna system Bi-directional Amplifier	Enhanced Base Transceiver System
CNS Applications	PBX Integration Console Integration	Web-based account management
CNS Network Services	Requirements Analysis Site Survey Network Design	Project Management Installation Provisioning Training

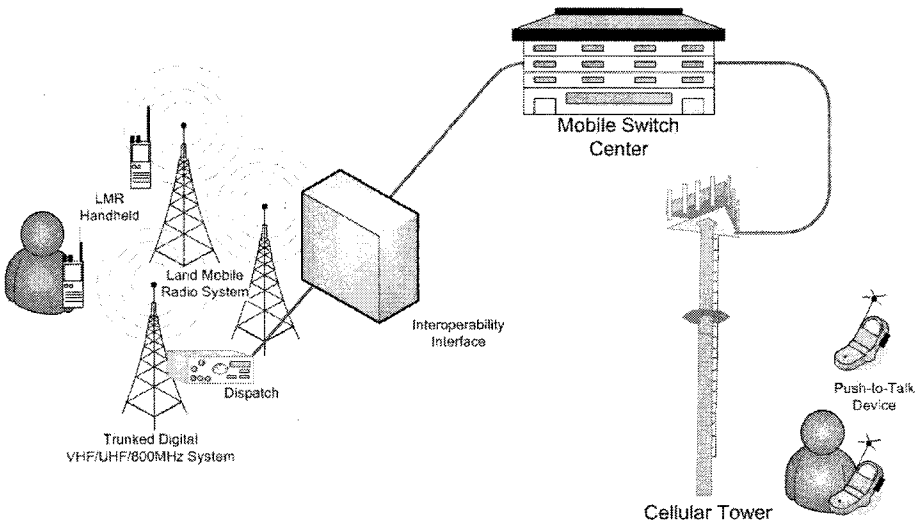
Custom Network Solutions Sales and Project Management Approach



Sprint is continuing to work on the CNS Business Model that will apply to funding CNS In-building solution(s).

4.03 Conventional and PTT Device Interoperability with Land Mobile Radio Systems

To the extent available, the Service Provider shall provide a comprehensive solution which provides interoperability between conventional push-to-talk cellular technology and Land Mobile Radio Systems i.e. Trunked Digital VHF/UHF/800MHz. The solution shall provide interoperable communications (end-to-end): between a defined closed user groups utilizing the Service Provider's commercial cellular network and a particular Land Mobile Radio System (LRM) dispatch and the LMR remote user. The proposed system shall be a Service Provider turn-key solution.

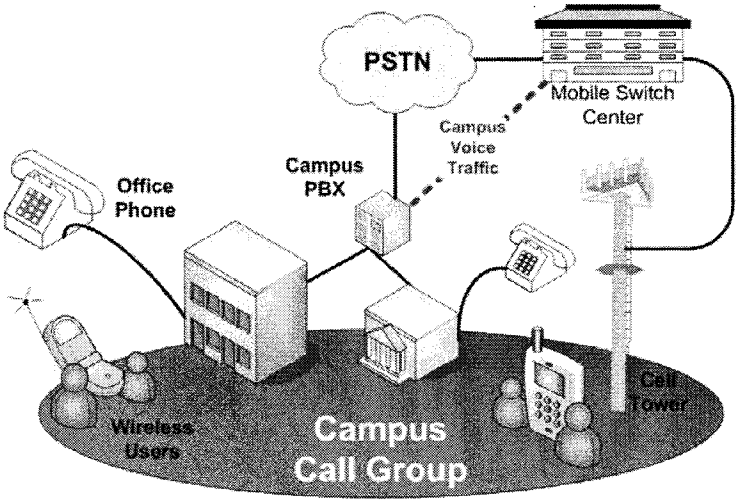


The interoperability interface gateway shall be software programmable and flexible enough to be configured on a daily basis, and contain a robust functional feature set that supports a broad range of agencies and be independent to end-user applications and LMR systems.

Sprint does not provide a turn-key solution; however, Sprint/Nextel PTT services are capable of integration with most LMR systems with the proper hardware.

4.04 Campus Voice Call Group

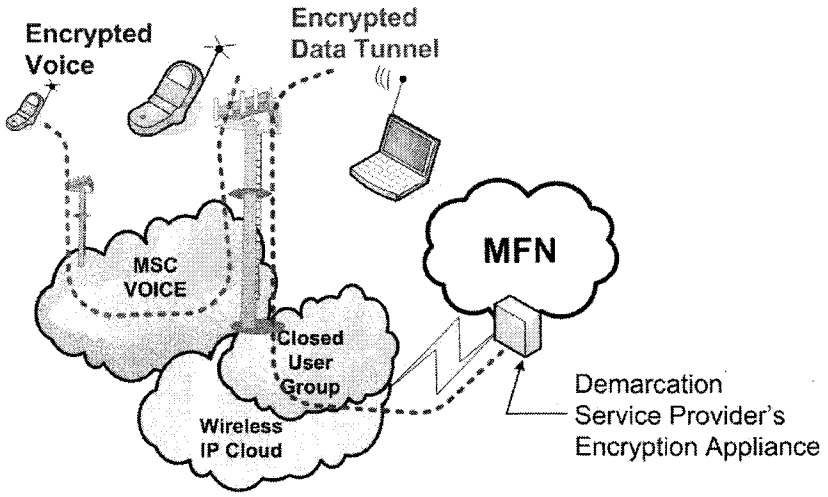
To the extent available, Service Provider shall provide a Campus Voice Call Group service. By switching the call from the MSC to the campus PBX directly, the communication streams shall not transverse the PSTN cloud and therefore a cost savings shall be realized. The diagram below is provided to illustrate the DMS objective (cost saving) and does not depict the actual design needed to accomplish the objective. The Service Provider shall not propose any solution that does not meet the DMS cost savings objective. The proposed service shall be a Service Provider turn-key solution.



Sprint will not currently be proposing a campus call group solution, but may elect in the future to provide this service feature.

4.05 Encryption Services

To the extent available, Service Provider shall provide a wireless end-user encryption solution. The ideal solution shall be clientless or transparent (i.e. auto-established) to the SUNCOM Client. This means the solution shall automatically establish an encrypted session without SUNCOM Client input and function in the background transparent to the end-user. The solution shall secure the communication stream content with an encryption algorithm. The encryption algorithm shall utilize, at a minimum, a128-bit encryption key strength. The diagram below is provided to illustrate the DMS objective (transparent, seamless, end-to-end encryption) and does not depict the actual design needed to accomplish the objective. The proposed encryption service shall be a Service Provider turn-key solution.



Sprint is not currently proposing an encryption service solution, but may elect in the future to provide this service feature.

Note: *On the Sprint 4G Networks, data is encrypted using 128-bit AES encryption with cipher block chaining.*

4.06 IP Version 6 (IPv6)

It is desired by DMS that the Service Provider's network and handheld devices support both IPv4 and IPv6 Internet protocols.

Basically, Sprint's 4G will be IPv6 and 3G will remain IPv4 because 3G standards are not being updated for IPv6.

Dual-stack only makes sense as there is no compatibility between the two standards, making (essentially) two internets (IPv6 and IPv4).

First dual-stack device is expected 2H/2012. Once we move to an entire 4G data network (2015 and beyond) we will assess whether it makes sense to move to a full IPv6 network or not. If the internet evolves to a dual-stack environment, then we'll stay with that.

4.07 Communication Stream Prioritization

To the extent available, all communications pertaining to public safety entities shall be prioritized (of a higher order) over all other state and commercial traffic.

For CDMA wireless services on the Nationwide Sprint Network, no prioritization is currently placed on voice over data or vice versa. Prioritization is placed on emergency (911) calls only. These calls are prioritized over all other call types.

4.08 Wi-Fi Smartphone Technology

Integrated Wi-Fi smartphone technology is desired with functionality capable of transfers between Wi-Fi and cellular networks and that permits utilization of VoIP technology. The dual-mode smartphone is envisioned to automatically hop between wireless Ethernet (802.11) and

digital cellular networks with a seamless handoff. For example, if the Wi-Fi enabled smartphone has an active data session using the cellular network and an available wireless Ethernet signal is detected, the smartphone will hop to the cheaper and faster wireless Ethernet network technology.

DMS is aware a 3rd party (802.11) Wi-Fi access point may employ a blocking or network traffic shaping scheme which is out of the control of the Service Provider; therefore, the transmit/receive device shall include functionality through which the user can manually force the device to connect to a desired network (Wi-Fi or cellular). The device shall maintain connectivity (within the connected network footprint) until the user resets the device to an auto-select mode.

Sprint has read and will comply. Sprint Wi-Fi enabled phones and devices will meet this requirement.

4.09 Geographical Tracking Data Enriched with Vehicle Information

In addition to providing the ability to track individual drivers and/or vehicles (with attached dedicated devices) implicit in the description for the "**Error! Reference source not found.**" in Exhibit 1, solutions for obtaining more information regarding vehicles are desired. This enriched data should include On-Board Diagnostics and alarms, driving performance (speed, exceeded inertial velocity limits, crash detection, etc.), routes and route fencing using industry standards for fleet management. DMS will consider a variety of approaches from turnkey of complete services (where the Service Provider enables all components of the service) to a compartmentalized approach that requires the State provide/obtain components to complete the service (e.g. the State might buy on-board computers and installations through other contracts). However, solutions that include DMS as the clearinghouse for data provided to its clients are preferred.

Turnpike RouteTracker
Sprint has teamed with Turnpike to offer http://www.turnpikeglobal.com/Turnpike RouteTracker, TurnpikeDirect and TurnpikeDirect Premium, high performing, low-cost fleet management solutions on the Nextel National Network that automates regulatory compliance reporting through embedded GPS chip and direct connection into the engine computer. This allows for reporting on Speed, RPM, Fuel Economy, Idling, Hard Breaking, Odometer, Engine Warning Codes and other criteria depending on make/mode of vehicle.

The Turnpike RouteTracker solution uses tethered devices in trucks along with handset applications for the drivers to track the regulatory needs for both drivers and the fleet. Fleet operations reports are provided via web service and with filings for International Fuel Tax Agree (IFTA), Hours of Service (HOS) and International Registration Plan (IRP)

Turnpike RouteTracker includes:

- In-vehicle hardware
- Cabling
- Installation kit (alcohol wipe, 2-sided tape and silicone adhesive)
- Installation manual

TurnpikeDirect application provides: ***not all features available for all makes/model vehicles*
Vehicle Operation Reports including:

- Road speeds
- Engine idle
- Hard braking
- Odometer
- Mileage
- Productivity monitoring
- Payroll
- RPM
- Vehicle and Driver scorecard
- Route Bread Crumb Trail
- Electronic trip sheet,
- Stop detail
- Customer stops

TurnpikeDirect Premium application adds:

- Electronic Hours of Service (HOS) application
    - Includes pre-trip and post-trip inspection.
- Real-time fault code reporting
- Driver log-in and operational reports by driver

Turnpike Direct Premium application add on can include electronic hours of service (HOS) application, (includes pre-trip/post-trip inspection), driver log-in and operational reports, and real-time fault code reporting.

Location-based Services Summary

Wireless subscribers see location-based services as a key differentiator. Sprint has emerged as a leading carrier of location-based services (LBS) service for mobile phones, with the longest history of providing location-based services in the wireless industry beginning with the first location and mobility services in 2000 and the first GPS-enabled phone to support E911 services in 2001. We continued that trend offering the first navigation service on wireless phones with turn-by-turn driving directions in 2003 and the first family location service in 2006.

Spring innovative location-based solutions from Sprint provide businesses the ability to:

- **Locate & Navigate** - to track driver location and activity. Workers will spend less time asking for directions and more time getting things done, by optimizing your train routes. This results in reduced costs, increased efficiency and improved customer satisfaction.
- **Track & Manage** - provide constant fleet visibility, which means that wherever your trains, trucks, or buses are, State of Florida will have the information you need to make real-time decisions and just-in-time repairs. Sprint's asset tracking & fleet management tools provide the capability to manage mobile resources for drivers, vehicles and trains, in fleets of any size in real-time. State of Florida can optimize assets for maximum efficiency and enhanced customer service
- **Automate & Compute** - simplify job entry and help you match drivers and vehicles to customers' needs. Sprint-certified LBS applications provide accurate wireless data transfer that you can reply on to eliminate the errors and redundancies of handwritten

communications. Automated driver schedules and customer payments reduce paperwork, speed billing and accelerate cash flow.

Today, Sprint supports more than 20 consumer GPS applications, including Sprint Workplace Locator. Our relationship with leading location-based developers such as TeleNav and Trimble further strengthens Sprint's position as a leader in the LBS marketplace.

Machine-to-Machine

With a growing number of manufacturers incorporating wireless embedded modules into their mobile computing and M2M equipment offerings, Sprint is able to extend our wireless portfolio beyond handsets and data cards to offer a broad range of wireless solutions that include a variety of laptop and notebook computers as well as a variety of machine-to-machine (M2M) devices to support GM.

These include: network agnostic capabilities (including 3G, 4G, CDMA, and a reliable Tier 1 IP network); specialized industry solutions engineering teams; an open approach to devices and applications through the company's Open Device Initiative, an expansive M2M partner ecosystem; and the ability to provide customers with customized solutions that can include distribution, branding, billing and customer care services.

Sprint IP Convergence Strategy

Sprint understands financial and competitive gains are tied to the network a company chooses for its communication needs. For longer than any other global Internet service provider, Sprint has demonstrated our commitment to providing our customers with premier data services by building one of the world's best-engineered IP networks.

Our network is built with a 100% IP architecture, organically grown as a single network - not a diverse network meshed through years of mergers and acquisitions. By providing a seamless connection for our customer data traffic, we offer a high degree of network survivability and performance backed by an industry-leading Service Level Agreement (SLA) portfolio.

As a global network provider, Sprint offers both global breadth of service though our wholly owned IP/MPLS network covering 90 percent of the global MNC (multinational corporations) locations and local depth of service leverages our NNI collaborates globally which allows for expansion of existing worldwide service to all parts of the world.

Fixed Mobile Convergence

In addition to the cost savings of consolidating your voice and data infrastructure, State of Florida can improve productivity and make your communications systems a strategic advantage across different business functions.

Virtually wherever and whenever State of Florida connects, Sprint-enabled Unified Communications (UC) will follow – from the desk phone to computer to the mobile phone – with voice, data, messaging and conferencing applications effortlessly flowing from one destination to the next. Sprint solutions help business and government agencies increase productivity and customer satisfaction while driving down costs.

Telenav Track Field Force Applications Overview

Through a combination of the latest advances in GPS, wireless and Web technologies that make mobile workforce, Sprint offers TeleNav Track, a leading fleet and field force management solution, With TeleNav Track State of Florida can save money, get control of operational costs,

and improve the productivity of your workforce and assets. TeleNav Track allows you to locate and track your mobile workforce, manage GPS enabled timesheets, schedule and dispatch jobs, generate reports and real-time alerts as well as automate many paper-based processes giving you greater control of your business and workforce.

TeleNav Track has been part of the Sprint Nextel portfolio since 2005 offering products that can provide substantial benefits and immediate ROI State of Florida as long as they have mobile workers they need to manage. State of Florida can enjoy free telephone, email and Web support 24 hours a day, 7 days a week and in-house deployment and integration teams ensure that State of Florida starts realizing the savings and other benefits from TeleNav Track quickly. Also, Sprint's TeleNav Track solutions come in a variety of plans to meet State of Florida specific needs. These various plans include:

- Lite
- Plus
- Enhanced
- Premium
- Fleet

Key Features and Customer Benefits

GPS Tracking with Alerts - See what happens in the field every minute of the day:

- View employees' locations, stop history, and current status on a map
- View the status of a dispatched job in real-time
- Managers can view field personnel location from their handsets
- Get alerts for speeding violations, stops, geofence entry/exit, or other parameters you define

Wireless Dispatching - Drastically reduce paperwork with wireless dispatching:

- Schedule new jobs and be notified when completed
- Have job workflow date, time, and location-stamped
- Create or delete jobs from the handset
- Get alerts when jobs or workers don't start or finish on time, deliveries don't meet expected transit window, dispatched jobs don't reach the handset, and more

GPS Navigation - Gives mobile workers visual and audible turn-by-turn driving directions with automatic re-route so they drive fewer miles:

- Works seamlessly with dispatched jobs and work orders
- Workers can get to work sites faster and with less fuel consumption
- Use Business Finder to find a location and then map it, drive to it, call it, or save it for later

Wireless Forms - Reduce paperwork and data re-entry while improving the quality of data captured in the field:

- Capture data from the field and send it back in real time to the website
- Re-create any form of process with 18 field types (including signature and photo) and branching logic
- Attach forms to jobs sent to employees and to timesheets

- Integrate forms and data with other systems

Wireless Timecards - Streamline time card collection and payroll processing and help make payroll more accurate:

- Workers clock in and out and record breaks from their wireless devices
- Team Timecard lets supervisors clock in/out individuals or entire teams from one device
- Voice Timecard lets users enter time punches using voice commands from their phones
- Capture labor codes with every time punch
- Specify overtime rules and view a breakdown of a worker's timesheet
- Integrate with ADP and other payroll and back-office systems

TeleNav Track Competitive Differentiators

Feature	The TeleNav Difference
Forms & Workflow w/Barcode	◦ Over 20 unique Field Types with 1000's of fields per device, including text field, pull down menus, check boxes and more. ◦ Use branching logic to create specific work flows and simplify complex paper based forms ◦ Capture photos, signatures, GPS coordinates, and barcodes ◦ Most other tracking apps only have a couple of field types and greatly limit the number fields per device ◦ TeleNav Track turns workers' mobile devices into wireless time clocks, letting the clock in and out, and record breaks in the field with very simple menus
Timecards for Individual Workers and Teams	◦ Team Timecard lets supervisors record time punches for crews ◦ TeleNav Track provides time and labor management reports and alerts, helping business better manage labor and job costs and control overtime ◦ Integration of timecard data with ADP and other payroll systems can reduce payroll administration effort by as much as 80%.
Integration with Other Systems	◦ Nearly all data collected by the wireless handset or stored in the TeleNav Track system can be integrated into most back office systems. ◦ TeleNav offers a wide range of integration options, including preconfigured standardized modules for popular systems (ADPQuickBooks, Kronos, etc.), a secure behind¬the¬firewall exchange server, and open APIs and a systems integration team for custom integration requirements. ◦ TeleNav Track integrates with CRM, work order software and asset management systems to accept customer records and work orders. ◦ Very few other tracking apps have an SI team available and require customers to perform any integration, if it is even available. ◦ Most other tracking apps are very limited to what data can be exchanged with backend systems and provide little if any assistance or customization.
GPS Navigation w/ Truck Routes	◦ Mobile workers only need to select a job to start GPS navigation to the job site. For drivers of large trucks, specific routes that accommodate oversized vehicles can be provided. ◦ Most other tracking apps require launching separate Navigation application on the handset and require much more user intervention. Truck routes are rarely an option in this situation.
Tracking & Reports	◦ TeleNav Track and provide very granular "breadcrumbing" with tracking scalable down to 1 minute intervals. This provides information that is much more accurate and reports (speed, mileage, stops, etc.) ◦ Most other tracking apps can only go down to 5 minute tracking

	intervals and reporting can be very inaccurate.
Mileage Tracking	• TeleNav Track can provide mileage reports that are over 93% accurate. This is critical for accurately paying expense reports and increases worker satisfaction. • Most other tracking apps are much less accurate (some under 50%) mainly due to 5 minute tracking limitation.
Customized Maps	• TeleNav Track allows customers to upload their own fully customizable maps that allow the integration of external location information (job sites, customer locations, distribution centers, etc.) to be displayed on the dispatch console. • While others claim to have customized maps, they only allow changing of a few colors and do not provide external data integration.
Scalable Architecture	• TeleNav Track provides 36 turnkey features that are highly accurate with most of the data being fully exportable to external databases. In addition to these turnkey features, • TeleNav track is extremely customizable with robust wireless forms and integration features.• Most tracking apps have less turnkey features and have limited, if any customization capabilities.
Route Management	• TeleNav Track Premium has integrated route management features that optimize multistep routes or delivery schedules. • Even though some tracking apps provide route optimization, few have it integrated into the dispatch and scheduling functions.
Customer Support	• TeleNav Track customer care is all US based and open 24x7, 365 days a year. It is the largest in the industry and well staffed with 80% of calls answered in person in less than 45 seconds. • Most other tracking vendors use offshore customer support only open during US business hours, Monday through Friday.

TeleNav Track Plan

TeleNav Track Plan	Lite2	Standard1	Premium1
Monthly Fee			
Setup Fee			
24x7 Live Phone Support	◆	◆	◆
Live Web Training	◆	◆	◆
Location Tracking	◆	◆	◆
One Year Report History	◆	◆	◆
Customizable Address Book	◆	◆	◆
GPS Tracking	◆	◆	◆
Location Reports (breadcrumb, stops, speeding)	◆	◆	◆
Landmarks	◆	◆	◆
Geofence Alerts	◆	◆	◆
Admin Login Activity Report	◆	◆	◆
Route and Route Report	◆	◆	◆
Reporting	◆	◆	◆
GPS Timecard	◆	◆	◆
GPS Geofence Timecard **(New in v4.1)**	◆	◆	◆
Remote Start (Public IP Needed)		◆	◆

TeleNav Track Plan	Lite2	Standard1	Premium1
Ping (Locate) (Public IP needed)		◆	◆
Store and Forward (record data when out of coverage)		◆	◆
Locate others from phone		◆	◆
Voice Timecard		◆	◆
Speeding and Stop Alerts		◆	◆
Exception Alerts (speeding, stop, state cross, low battery alert)		◆	◆
Messaging (like 2way text messaging)		◆	◆
Text Directions (Mapquest style directions)		◆	◆
Customizable Map		◆	◆
Find Closest (identify worker closest to site on web console map)		◆	◆
Mileage		◆	◆
Job Importing, Dispatching and Scheduling			◆
Job Schedule Alerts			◆
Barcode Scanning3			◆
Wireless Forms			◆
Wireless Forms Reports			◆
Signature Capture (attach signature to wireless forms) **(New in v4.1)**			◆
Image Capture (attach images to wireless forms) **(New in v4.1)**			◆
Document Hosting3			◆
Jobs Report			◆
Route Optimization5 (load balance and optimize routing)			◆
Real-time Audible Turn by turn GPS Navigation			◆
Business Directory			◆
Fleet Edition (Additional $9.99/user/month)4			◆
Hot Key Alert **(New in v4.1)**			◆
Team Timecard **(New in v4.1)**			◆

3. BlackBerry only. Barcode scanning also available for Motorola i615

ActSoft Snapshot - Sprint-certified Third Party Manufacturer

Solution Provider	Application	Industry	Description
ActSoft Inc. (incl. IT2MC)	Comet Tracker **Sprint and Nextel Compatible**	Construction, Education, Field Services, Government, Health Care, Manufacturing, Real Estate, Retail & Distribution, Transportation	**Comet Tracker** is an affordable mobile management solution that tracks time, tasks, jobs and locations of workers. Comet Tracker; utilizes the GPS capabilities of Sprint Nextel phones to find and update the locations of workers and assets. ActSoft provides a full suite of services, including: ◈ Comet Tracker: Full-featured tracking solution available on Sprint and Nextel handsets ◈ Comet Tracker Lite: Network-initiated tracking available on Sprint and Nextel handsets ◈ Vehicle and Engine Monitoring solution ◈ Comet Mobile Worker: Work-order management and tracking solution designed to support the full service lifecycle ◈ IT2ME: Web-based tracking solution
	Comet Tracker Lite **Sprint and Nextel Compatible**		**Comet Tracker Lite** is a client-based desktop application that means local storage of data, easy integration, power feature set and easy to scale. All features are available at a single price point – no add ons required for dispatching
	Comet Tracker Web **Sprint and Nextel Compatible**		**Comet Tracker Web** is a web-based application mean means easy integration, powerful feature set and easy to scale.
	Comet Mobile Worker **Sprint and Nextel Compatible**		**Comet Mobile Worker** automates the full service lifecycle with a single solution, from the initial service request to service call completion. Includes invoice integration with QuickBooks, worker profiles, calendar view and recurring appointments.
	Vehicle and Engine Monitoring **Sprint and Nextel Compatible**		**Vehicle and Engine Monitoring** is a cost-effective vehicle monitoring and diagnostics solution with sensors, rich reporting and support for rules and logic. Allows companies to significantly lower operating and maintenance costs.
	Comet Tracker		**Comet Tracker In-Vehicle**

Solution Provider	Application	Industry	Description
	In-Vehicle **Sprint and Nextel Compatible**		provides cost-effective in vehicle solution
	Comet Tracker Mexico **Sprint and Nextel Compatible**		**Comet Tracker Mexico** allows for continuous fleet tracking into Mexico

ActSoft Mobile Applications Overview
Since 2003, Sprint has partnered with ActSoft to offer affordable mobile management and GPS tracking solutions that uses Sprint Nextel phones to track and update time, tasks, jobs and locations of workers. ActSoft is the only partner to that offers the option of client-based (with no unlimited data storage), web-based or a combination of the two applications to offer its clients full MRM capabilities. ActSoft's web-based application offers many of the same features as the client-based application, and allows an easy transition from Web to Client based product as the customer grows. Both applications provide robust features to the customer.

Comet Tracker
ActSoft's Comet Tracker is a fully-featured, very-easy-to-use and innovative software that leverages both GPS and wireless technology to give State of Florida the most potent and versatile mobile management tool on the market today. Comet Tracker truly automates every part of your work flow-, which saves paper, time and fuel and money! Comet Tracker offers location tracking; wireless time clock reporting for drivers paid by the hour, job dispatching and customized alerts. This makes Comet Tracker an exceptionally powerful location-based solution that gives the best possible detail while lowering costs, improving safety and enhancing customer service.

GPS Tracking
- Wirelessly track State of Florida workers nationwide using Nextel phones
- Location information updated as often as every 15 seconds
- Track locations even when on the phone or outside your coverage area
- Alert workers to start tracking and automatically stops tracking at the end of the day

Time Tracking
- State of Florida workers clock in and out of shifts and breaks using their phones
- Times are recorded and stored, allowing you to verify worker time cards

Extensive Reporting
- Document worker activities. Reports provide mileage, speed, location, heading, and stops data
- Export report data to another application

Comet Mobile Worker
ActSoft leverages GPS technology and wireless workflow management to offer Comet Mobile Worker, a mobile application designed to manage and monitor GM's daily operations. This multi-purpose software allows State of Florida to streamline processes throughout your service

lifecycle, from the moment the service is requested to the final call completion. Comet Mobile Worker offers the following features:

Location Tracking

- Use GPS tracking to locate GMworkers on web-based maps
- View speed and stop durations of all workers
- Easily assign closest worker to a job
- Receive geofencing alerts when workers enter or leave predetermined areas
- Monitor planned versus actual routes driven

Wireless Forms

Capture accurate data from the field
Provide factual data for regulatory and compliance purposes
Reduce paper and cumbersome manual processes
Eliminate needless trips to the office

Wireless Invoices

Immediately invoice when job is completed
Speed up accounts receivable process
Increase cash flow
Reduce paperwork
Reduce trips to the office and duplicate data entry

Vehicle and Engine Monitoring

ActSoft offers Vehicle and Engine Monitoring applications for State of Florida to take true control of your fleet, while driving down the cost of fuel and maintenance. ActSoft has partnered with Malone Specialty, Inc., to offer its Sprint-certified, multi-patented CV-MARC system, a revolutionary device that takes the management out of trying to enforce idle reduction policies. Combined with ActSoft's powerful software and the Sprint 3G and 4G1 networks and Nextel National Networks as well as the ability to monitor multiple sensors on a vehicle, State of Florida will start saving money immediately upon installation and know exactly when and where things happen. Product highlights include:

Reduce Idling

- Monitor Idle time to reduce fuel costs and consumption
- Reduce maintenance expenses and wear and tear
- Idle Limiting with Automatic Engine shut off to enforce compliance
- Automated alerts and reports to keep management informed of abuse

Monitor Sensors

- Prolong engine life by monitoring oil pressure, engine temperature, battery strength and more
- Know when doors are opened to be alerted of emergencies or theft
- Monitor systems including switches, lights, PTO, valves, lifts and more
- Receive alerts and run reports to know duration of events for compliance reporting

Reduce Carbon Footprint

Help the environment by reducing emissions

Improve customer image by going green
Enforce regulatory compliance and standards

ActSoft Support
ActSoft's Support Center operates from 8 a.m.-8 p.m. EST by a staff of highly trained personnel. Most software installations and end-user training are conducted over the phone. Training can be in one-on-one or group sessions. On-site training is also available.

4.10 Filling Gaps in Future Public Safety Mobile Broadband Network

Current proposals before Congress and the Federal Communications Commission anticipate using technologies for public safety telecommunications that are similar those offered by the Service Provider in relation to this contract (i.e. public safety officials may ultimately use devices similar to those used by consumers instead of traditional public safety radios in use today). Entities like DMS and its public safety partners, expect to obtain usage rights in 700 megahertz bands for this purpose. To deploy public safety networks using these bands, DMS anticipates developing new procurement vehicles that either seeks a comprehensive public safety network or components thereof that will be assembled by DMS into a comprehensive network. However, the magnitude of a statewide public safety network means future Service Providers will likely offer incomplete geographic coverage. DMS is seeking, a commitment from the Service Provider to offer assets and services at fair prices to complete this future public safety telecommunications network. The Service Provider shall provide a brief description of the assets and services that may aid DMS's effort to complete a future public safety telecommunications network and indicate the Service Provider's willingness to provide them.

Sprint is interested discussing a "custom" 700 MHz LTE network with the State of Florida".

EXHIBIT 5 – SERVICE LEVEL AGREEMENT MATRIX

Exhibit 5: Sprint MCS Service Level Agreement Matrix

SLA Item	SLA Description	SLA Definition, General Service Performance Matrix	SLA Timers	Credit Allowance
1	IPSec VPN (primary/secondary) Appliance Failover	In the event there is an IP connectivity failure caused by the Service Provider's primary IPSec VPN appliance, the Service Provider network shall failover to their secondary IPSec VPN appliance to maintain connectivity to MFN. In the event there is an IP connectivity failure caused by the MFN primary IPSec VPN appliance the Service Provider's IPSec VPN appliance shall failover to the MFN secondary IPSec VPN appliance to maintain connectivity to MFN. The failover in any case shall be accomplished within five-hundred (500) seconds. The failover shall be governed by the BGP routing protocol operating between the MFN and Service Provide devices or other as agreed upon by DMS. The SLA credit allowance shall be charged to the Service Provider if their primary and secondary VPN appliances fail simultaneously or other Service Provider network event which causes a total outage or the VPN appliance failover does not occur in the specified time. The Service Provider shall be exempt from this SLA if the MFN primary and secondary VPN appliances fail simultaneously. Sprint agrees to the IPSec VPN (primary/secondary) Appliance Failover SLA as written. The Parties agree that until DMS accepts and approves the monitoring and failover system described above is in place, Sprint will not be authorized to sell or provide any services available pursuant to this Agreement through the OaSIS system. DMS agrees that it will not enforce this SLA until the monitoring and failover system described above is in place and has been accepted and approved by DMS. In any event, if the fail over system is not accepted or approved by DMS, DMS reserves the right to terminate this Contract for convenience. If the agreed validation system determines an "incident" has occurred the parties will work together to isolate the root cause of the incident. If Sprint is determined to be at fault and the fail over did not occur within 500 seconds the credit is due.	500 seconds, Within	5% of the affected users' MRC

2	Engineering Coverage Maps, (Voice and Data)	The Service Provider shall provide outdoor engineering coverage maps acceptable to DMS that accurately reflect the reliable voice and data service areas in the State of Florida within forty-five days from the contract execution date. If the coverage area changes from the original maps submitted, the Service Provider shall provide an update revision to DMS within ninety days of the change. Sprint will update maps quarterly as necessary.	45-days, Within	$1,000.00 per-day thereafter, until provided
3	Hardware Shipment	From the Service Provider receipt date of the complete OaSIS electronic service account order, the Service Provider shall MAKE COMMERCIAL REASONABLE EFFORT TO ship the ordered hardware to the delivery address within seventy-two hours. If the Service Provider is unable to ship the ordered hardware due to unavailability (out of stock), the Service Provider shall send an electronic notification to DMS and the end-user within seventy-two hours of order receipt date. Shipments related to "Enhanced Services" hardware are exempt from the SLA. The SLA shall be measured by the Service Provider and verified by the OaSIS ordering system. IF DATA LINK PROVISIONING IS NECCESSARY ADDITIONAL 48 HOURS IS REQUIRED.	72-hours, Within, except during holidays	$50.00 per-failure to ship, or failure to notify
4	Operational Guide and User Guide	Failure to respond, within a target completion date, to a DMS requested actions (review and/or input) regarding the development and maintenance of the Operational Guide and User Guide. DMS WILL PROVIDE PRIOR NOTICATION AND A MUTUALLY AGREED UPON TIME FRAME TO COMPLETE THE REQUESTED ACTION. The Operational Guide shall describe the operational relationship between the Service Provider and DMS (e.g. order processing, service provisioning, service monitoring and maintenance, troubleshooting and reporting, billing, etc.) The User Guide shall describe the service relationship between the SUNCOM end-users and DMS.	As Required by DMS for the Life of the Contract	$1,000.00 per-failure to respond
5	Escalation Procedure	From the contract execution date, the Service Provider shall provide an escalation procedure and contact list to be used by DMS to remedy unresolved problems within thirty-days. Thereafter, the Service Provider shall provide updates to the escalation procedure and contact list as required. The Service Provide shall be subject to the SLA credit allowance if the escalation procedure or contact list is found to contain outdated or incorrect information applicable to the DMS discovery date. Credit allowance would be applied from when the error is identified.	30-days, Within	$1,000.00 per day thereafter, until provided or until updated

6	Existing Wireless Data Customer Migration	Once the Service Provider receives the complete OaSIS electronic service account order to migrate the existing wireless data customers, the Service Provider shall move all existing wireless data users to the new MFN access method as specified in the contract technical exhibit within one hundred twenty (120) days. In cases where continued issues arise Sprint will notify State of the problem.	120-days, Within	$3.00 per-day, per-wireless data device thereafter, until completed
7	Planned Wireless Service Outage Notification	The Service Provider shall send a two-business day (minimum) advance electronic notification which informs DMS and the affected end-users of a planned service outage which includes the date, time, and estimated duration of the outage. The SLA shall be measured and verified by the Service Provider's system. END USERS MUST SIGN UP TO NOTIFICATION PROCESS THAT ALLOWS FOR MULTIPLE OUTAGE NOTIFICATIONS OPTIONS. SOME LIMITATIONS EXIST AS STATED IN RESPONSE (I.E. LIMITED TO 100 RECIPIENTS FOR SOME NOTIFICATIONS). REFER TO SLA MATRIX IN EXH #5, BTSA NOTIFICATION DOC.	2-business days, Prior to	$2,500.00 per-planned outage, failure to notify
8	Unplanned Wireless Service Outage Notification	The Service Provider shall send a notification to DMS and all end-users communicating the wireless services is not available in a generalized area within Florida which includes an estimated time for service restoration within five hours (maximum) from the outage start time. The SLA shall be measured and verified by the Service Provider's system. END USERS MUST SIGN UP TO NOTIFICATION PROCESS THAT ALLOWS FOR MULTIPLE OUTAGE NOTIFICATIONS OPTIONS. SOME LIMITATIONS EXIST AS STATED IN RESPONSE (I.E. LIMITED TO 100 RECIPIENTS FOR SOME NOTIFICATIONS). REFER TO SLA MATRIX IN EXH #5, BTSA NOTIFICATION DOC.	5 hours, Within	$2,500.00 per-unplanned outage, failure to notify
9	Helpdesk Verification Tool	The Service Provider shall make available to DMS a web-based application tool (Read-Only) to verify the helpdesk performance. The web tool shall generate a matrix of all helpdesk tickets captured for the past ninety days. The matrix shall include an end-user and wireless device identifier, unique helpdesk ticket identifier number, ticket status (open/closed), and history log for each ticket.	180-Days From contract execution date	$300.00 per-day thereafter, until provided

10	Service Provider Network Configuration Error.	Upon receipt of an end-user helpdesk ticket related to a wireless device network configuration error, the Service Provider shall correct the configuration error within four hours. The four hours time period shall be measure using the automated (open/close) timestamps contained within the helpdesk ticket. A network configuration error is defined, in this instant, as any software/hardware mechanism provisioned by the Service Provider which prohibits the wireless device from establishing a usable communication channel due to a configuration error.	4 hours, Less than	$50.00 per ticket
11	Maximum SLA Payout	Total SLA payouts shall in no case exceed 3% of current year to date annual contract revenue. Enhanced services (Exhibit 4 of the contract) shall not be included in SLA total contract revenue calculations.	Current YTD Revenue	Not to Exceed 3%

Exhibit 6

State Technology Office

STO Purchasing
4030 Esplanade Way
Tallahassee, FL 32399

Phone 850-922-2756
Fax: 850-413-8623

WIRELESS DATA SERVICES

CONTRACT BY AND BETWEEN

SPRINT

AND THE

STATE OF FLORIDA

ACTING THROUGH

THE
STATE TECHNOLOGY OFFICE

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CONTRACT

This Contract ("Contract") is entered into as of the last date fully executed (the "Effective Date") by and between Sprint ("the Contractor"), and the State of Florida, acting by and through the State Technology Office (the "STO"), with an office at 4030 Esplanade Way, Tallahassee, Florida 32399-0950 (each, a "Party" and collectively, the "Parties")

RECITALS

WHEREAS, the STO issued Invitation to Negotiate ("ITN") No. 03-STO-ITN-011, Wireless Data Services, to solicit firms interested in providing cellular based wireless data services.

WHEREAS, the Contractor responded to the solicitation and, following negotiations between the STO and certain offerors, the STO has determined it is in the best interest of the State to award this prime contract under the ITN, to the above named Contractor, who will provide cellular based wireless data services (24X7X365) in the coverage areas shown on the coverage maps, and in the counties provided with the Contractor's response to this ITN, as applicable to the Contractor.

Smart devices with Personal Digital Assistant Capabilities and e-mail applications such as the Blackberry, Treo 600, Hitachi 1000, etc. may be purchased as a balance of line items to this contract.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties agree as follows:

Section 1 Definitions

1.1 Definitions.

Capitalized terms used in this Contract without definition shall have the meanings ascribed below:

"Acceptance" and "Accepted" mean, with respect to each Deliverable, that such Deliverable have been accepted by the STO in accordance with Section 3.5 as meeting the specified Deliverable requirements set forth in the contract.

"Attachment" means a written attachment to this Contract as may be agreed upon by the Parties from time to time that sets forth certain additional terms and conditions or information relating to this Contract.

"Change" means a material change to the Services or Deliverables to be provided under this Contract. Any Change must be mutually agreed upon by the Parties and implemented in accordance with the change order process set out in Section 3.2.

"Confidential Information" means all pre-existing documents, software and documentation, reports, financial or other data, records, forms, tools, products, services, methodologies, present and future research, technical knowledge, marketing plans, trade secrets, and other materials Contractor and the State provide to each other in the course of the negotiation of and the term of the Contract, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by any means now known or later invented. Confidential Information includes, without limitation, the STO Materials, and all STO data stored on Contractor equipment or processed through the applications provided by Contractor as well as all records and information: (i) that has been marked as proprietary, confidential, or a trade secret; (ii) whose confidential nature has been made known; or (iii) that due to its character and nature, would be deemed a trade secret under then-applicable state law. Notwithstanding the foregoing, the State's Confidential Information shall only be those records that are deemed "exempt" or "confidential" by the Florida Public Records Law, Chapter 119, Florida Statutes, any other provision of the Florida Statutes, or Section 24, Article I of the Florida Constitution.

"Contract" means this agreement between the STO and the Contractor, including any Exhibits or

Attachments.

"Contractor" means vendors who are legally bound by this contract to perform the work and/or provide the commodities required by this contract and the Invitation to Negotiate document preceding this contract document.

"Contractor Software" means Software owned or developed by the Contractor or its subcontractors or suppliers (excluding Developed Software) or Software licensed by the Contractor or its subcontractors or suppliers from a third party.

"Deliverables" means those items and/or materials provided, prepared and delivered in the course of performance of the Services herein by the Contractor and that are listed in this Contract.

"Developed Software" means any custom Software developed by Contractor or its subcontractors for the STO under this Contract after the Effective Date in accordance with the contract, excluding derivative works or modifications of Contractor Software.

"Eligible User" means any entity for which the STO is authorized by law to procure Services hereunder.

"Exhibit" means a written supplement to this Contract as may be agreed upon by the Parties.

"ITN" means Invitation to Negotiate No. 03-STO-ITN-011, Wireless Data Services, issued by the STO on November 13, 2003.

"Parties" means the STO and the Contractor.

"Performance Standards" means specific measurement indicators or service levels representing timeliness and quality of task output as set forth in this Contract.

"Project Manager" means those persons designated pursuant to Section 12.18 of this Contract.

"Services" means the information technology services to be provided by Contractor as described in Section 2 of this Contract hereto, pursuant to the terms and conditions of this Contract, unless otherwise mutually agreed upon in writing by the Parties.

"Software" means those programs and programming, including all modifications, updates and enhancements thereto, and supporting documentation that are required to support the delivery of Services by Contractor.

"STO" means the State of Florida, acting by and through the State Technology Office.

"STO Materials" means any information (including business requirements and functional specifications), data, STO Software or other items provided by the STO or an Eligible User to Contractor or its subcontractors under this Contract.

"STO Software" means Software owned by the State or an Eligible User, or Software licensed by the State or an Eligible User from a third party.

"State" means the State of Florida and its departments and agencies, as applicable.

"State CIO" means the State of Florida's Chief Information Officer.

1.2 Rules of Interpretation.

In this Contract, unless otherwise indicated or otherwise required by the context, the following rules of

interpretation shall apply:

(a) reference to, and the definition of, any document (including any Exhibit) shall be deemed a reference to such document as it may be amended, supplemented, revised or modified in the method prescribed herein;

(b) except as explicitly stated otherwise, all references to a "Section" or "Exhibit" are to a Section or Exhibit of this Contract;

(c) the Table of Contents and Section headings and other captions are for the purpose of reference only and do not limit or affect the content, meaning or interpretation of the text;

(d) defined terms in the singular shall include the plural and vice versa, and the masculine, feminine, or neuter gender shall include all genders;

(e) the words "hereof", "herein" and "hereunder", and words of similar import, shall refer to this Contract as a whole and not to any particular provision of this Contract;

(f) the words "include", "includes" and "including" are deemed to be followed by the phrase "without limitation";

(g) any reference to a governmental entity or Eligible User shall include the governmental entity's or Eligible User's authorized successors and assigns; and

1.3 Hierarchy of Documents.

In the event of any conflict between the terms of this Contract and the ITN, this Contract shall govern. In the event of any conflict or inconsistency between the terms of the body of this Contract and any Exhibit of this Contract, the ITN shall govern.

Section 2 Scope of Services and Compensation

2.1 Purpose and Scope.

The purpose of this contract is to establish a three-year state term contract for the purchase of non-proprietary turn key TCP/IP based statewide enterprise wireless data services. These services will be made available by the State Technology Office to all State of Florida agencies, and all SUNCOM eligible entities, in accordance with Chapter 282 Florida Statutes. The procured wireless data service is intended to provide mobile access utilizing TCP/IP data communications to the State's intranet such that this access is consistent with established State Technology Office Policies, Procedures, Standards, and Guidelines (reference http://myflorida.com/myflorida/State Technology Office/ for additional information). Since no one wireless data Service Provider offers statewide wireless data capabilities or coverage, the State Technology Office is awarding a multi-Service Provider contract award.

2.1.1 Contractor's Role.

The Contractor shall deliver the Services and Deliverables to the STO and Eligible Users for whom the STO has procured such Services and Deliverables subject to the terms and conditions of this Contract, and shall act in a reasonably prudent manner, in accordance with generally accepted industry practices and shall follow all mutually agreed upon standards, terms, and conditions of this Contract. The Contractor's failure to perform its obligations under this Contract shall be excused to the extent that such failure results from the STO's breach of warranty, representations, or covenants, or STO's failure to perform its responsibilities under the Contract or any acts or omissions of an Eligible User to which Contractor is delivering Services or any third party contractor or agent of the STO or an Eligible User.

If information provided by the STO or an Eligible User is incomplete or incorrect, or if facilities, equipment, software, data, or other resources provided by the STO or an Eligible User are not in compliance with

applicable laws, rules and regulation, or if any necessary authorizations or consents have not been obtained with respect to STO Materials provided to Contractor or its subcontractors, any work required to correct problems created by the use of such information or resources shall be treated as a Change request under Section 3.2 of this Contract. The STO shall promptly notify Contractor of such inaccuracies, omissions, or noncompliance of which the STO becomes aware.

2.2 Specific Services and Deliverables.

The Contractor shall deliver Services and Deliverables in accordance with the contract. The contract specifies in detail units of Deliverables, milestones or a clear definition as to the Services or Deliverables to be provided by the Contractor.

2.3 e-Procurement Transaction Fee.

The State has instituted MyFloridaMarketPlace, a statewide e-Procurement System ("System"). Pursuant to Section 287.057(23), Florida Statutes (2002), all payments shall be assessed a transaction fee of one percent (1.0%) ("Transaction Fee"), which the Contractor shall pay to the State. The Transaction Fee shall apply to the portion of payment to Contractor that is not attributable to STO's agreed-upon overhead or remuneration, as defined in the contract.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code and shall file any reports required hereunder. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a pro rata credit for any Transaction Fee paid by the Contractor for the purchase of any Deliverable(s) if such Deliverable(s) are returned to the Contractor or rejected by STO through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected, returned, or declined in accordance with this Contract due to the Contractor's failure to perform or comply with specifications or requirements of this Contract.

Contractor's failure to comply with these requirements shall constitute a breach of a material obligation of this Contract by the Contractor, subject to Section 9 hereof. **CONTRACTOR DELINQUENT IN PAYING TRANSACTION FEES RESULTING IN AN EVENT OF DEFAULT MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

Section 3 Contract Administration

3.1 Contract Management.

3.1.1 Program Management Responsibility.

The Contractor shall be responsible for managing the performance of all Services and the provision of all Deliverables required by this Contract, including all Services and Deliverables set forth in this contract.

3.1.2 Key Personnel.

The Parties agree that in order for efficient and effective communication to occur, clear lines of authority and areas of responsibility need to be identified for each Party. The "key personnel," and their duties with

regard to this Contract will be set forth in this contract. Each Party agrees to promptly notify the other in the event of any change in key personnel, or in the address or phone number of key personnel. In addition, the Contractor agrees that in the event it becomes necessary for the Contractor to change "key personnel" while performing the Services, substitution of said personnel shall take place only upon the STO's prior written consent which shall not be unreasonably withheld or delayed. Consent to replace is not required if such "key personnel" (i) resigns from Contractor or takes a leave of absence; (ii) is dismissed by Contractor for cause; (iii) fails to perform his or her duties or responsibilities pursuant to the Contract; or (iv) dies or is unable to work due to his or her disability. However, the STO shall have the right to reject any proposed replacement key personnel, which rejection shall not be unreasonably made. For illustrative purposes, "key personnel" shall include Project Managers and any other persons designated as "key personnel" in this contract.

3.1.3 Knowledge of Intent to Transfer Corporate Interests.

The Parties recognize and agree that award of the Contract is predicated upon features of the Contractor's business organization. By execution of this Contract, Contractor represents that it has no knowledge of any party's intent, either individually or as a group, to transfer more than 49.9% of all interests entitled to vote in the Contractor in one transaction or a series of transactions.

3.1.4 Meetings.

Within thirty (30) calendar days following the Effective Date, the Parties will mutually determine an appropriate set of periodic meetings to be held between the STO and the Contractor. At a minimum, these meetings will include periodic project status meetings and monthly meetings between the Contractor Product/Project Managers and any other necessary parties. For the monthly meetings, the Contractor shall publish an agenda sufficiently in advance of the meeting to allow meeting participants a reasonable opportunity to prepare for the meeting. The STO must approve the agenda before the Contractor publishes it, which approval may not be unreasonably withheld or delayed. The Contractor shall not be entitled to additional compensation for meeting preparation or attendance.

3.1.5 Meeting Minutes.

The Contractor shall provide detailed and well-documented meeting minutes for the periodic meetings referenced in paragraph 3.1.4 above. Draft meeting minutes will be distributed by the Contractor to individuals who attended the meeting on behalf of the STO within three (3) business days of the subject meeting so that any errors can be corrected and items not included can be added by the Contractor prior to issuance as a Deliverable.

3.1.6 Reporting.

The Parties will mutually determine an appropriate set of periodic reports to be issued by the Contractor to the STO. At a minimum there shall be a monthly report summarizing the Contractor's performance, including Services and Deliverables accepted by the STO or due the STO, the failure of Contractor to provide any Services or Deliverables due or to otherwise meet Performance Standards, and any disputes between the Contractor and the STO regarding Services or Deliverables. Where the report includes any failure to provide Services or Deliverables, or to otherwise meet Performance Standards, the Contractor shall state a proposed method to cure such failure and to prevent such failure from recurring.

3.2 Change Orders.

As a general rule, Changes shall be permitted to the Contract by mutual agreement of the Parties, consistent with this Section 3.2. Such Changes may address, among other things, technological refreshment of the Services and Deliverables provided under the Contract, including the substitution or

addition of Services or Deliverables within the scope of the Contract that may become available as a result of technological or professional improvements. The Parties may, at any time during the Term of the Contract, or any extensions thereof, mutually agree to modify the Contract to provide for the acquisition of Services and Deliverables within the scope of the Contract.

3.2.1 Change Order Process.

To propose a Change, either Party will deliver a written proposal (the "Change Order Proposal") to the other Party specifying the proposed Change and specifically identifying the basis for the proposed Change. The Change Order Proposal shall describe (i) the objective or purpose of the Change, (ii) the requirements and characteristics of the Services and Deliverables to be provided pursuant to such Change, and (iii) the requested prioritization and schedule for the Change. The Parties will cooperate with each other in good faith in discussing the scope and nature of the Change Order Proposal, the availability of Contractor personnel, expertise and resources to provide such Change, and the time period in which such Change will be implemented.

Within ten (10) business days of providing or receiving a Change Order Proposal, Contractor will prepare a written assessment of the proposal (the "Change Assessment") (i) describing any changes in products, services, assignment of personnel and other resources that Contractor believes will be required, (ii) estimating the increase or decrease in Contractor charges and/or STO remuneration that would be required due to such Change, (iii) specifying how the proposed Change would be implemented, (iv) describing the effect, if any, such Change would have on the Contract, including, but not limited to, time for performance, (v) estimating all resources required to implement such Change, (vi) describing the delivery risks and associated risk mitigation plans, and (vii) providing such other information as may be relevant to the proposed Change.

To the extent that a proposed Change is of such magnitude or complexity that it is not feasible for Contractor to produce a detailed Change Assessment within ten (10) business days, Contractor shall prepare a summary Change Assessment outlining such details regarding the prospective Change as Contractor can ascertain within ten (10) business days, and the Parties shall agree upon a schedule for the production of a more detailed Change Assessment.

The STO will review the Change Assessment and respond within ten (10) business days, indicating whether the STO desires Contractor to implement the Change pursuant to the Change Assessment. If so, the Parties will execute a change order based upon the Parties' agreement.

3.2.2 Effect of Change Orders.

Changes to the Services or Deliverables, manner or method of providing the Services or Deliverables, shall be made in writing and be executed by the STO and Contractor's authorized agent and otherwise in accordance with the terms of the Contract. Contractor shall have no obligation or authority to commence work in connection with any Change until the schedule, the Services or Deliverables, the start and expiration dates, and any other terms and conditions proposed by a Party have been established and set forth in a written Change order executed by the STO and Contractor. Change orders may include or result in suspension of work.

3.2.3 Technology Refresh Proposal.

During the course of this Contract, the Contractor and the STO shall discuss at least annually technological refreshment in connection with the Services. If the Parties mutually agree, Contractor shall submit a Technological Refreshment Proposal for STO consideration to propose substitutions or additions for any provided Services and Deliverables that may become available as a result of technological improvements. If the Parties mutually agree, Contractor shall provide a live test demonstration of the substitute Service or Deliverable. The STO is under no obligation to modify this Contract in response to the Contractor's proposed additions or substitutions. Such additions or substitutions may include all or

any part of a given Service or Deliverable provided that the following conditions are met and substantiated by documentation in the Contractor's Technological Refreshment Proposal:

(1) The proposed Service or Deliverable shall meet all of the technical specifications and terms and conditions of this Contract.

(2) The proposed product shall have capacity, performance, or functional characteristics equal to or greater than the current Service or Deliverable.

(3) The Technological Refreshment Proposal shall include all information that would be required in a Change Order Proposal and a Change Assessment as described in Section 3.2.1 hereof. The cost of Changes not specifically addressed in the Technological Refreshment Proposal shall be borne solely by the Contractor.

(4) The Technological Refreshment Proposal shall include a description as to how the suggested change would result in cost savings to the State and/or Eligible Users.

Contractor has the right to revise, in whole or in part, any Technological Refreshment Proposal prior to acceptance by the STO. Contractor will use commercially reasonable efforts to ensure that prices for additions or substitutions are comparable to replaced or discontinued Services and Deliverables. If a Technological Refreshment Proposal is accepted and made a part of this Contract, an equitable adjustment modifying the Contract price and any other affected provision of this Contract shall be made in accordance with this section and any other applicable provision of this Contract.

Any Change orders to be made based upon a Technological Refreshment Proposal shall be made in accordance with Section 3.2.1 hereof, and shall be subject to the restrictions of Section 12.2 hereof.

3.3 Warranty.

3.3.1 Contractor Warranties.

The Contractor warrants that the Services and Deliverables shall be delivered in accordance with Performance Standards and specifications set forth in the contract.

With respect to Deliverables for which warranties and the duration thereof are not addressed in the contract, this warranty will remain in effect for a period of twelve (12) months following Acceptance of each Deliverable required by this Contract.

With respect to Services for which service levels and remedies are not addressed in the contract and that do not meet this warranty throughout the twelve (12) months after such Services are initially performed, Contractor will promptly correct, cure, replace or otherwise remedy such performance at no cost to the State.

3.3.2 Exceptions.

With respect to Deliverables, the warranty extends only to the Deliverables existing at the time of the STO's Acceptance, or as later modified pursuant to a Change order by Contractor, and does not apply to any modifications to the Deliverables made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent, nor does it apply to any use of a Service or Deliverable in a manner or for any purpose other than those contemplated in the Contract. The above warranty shall not apply to any non-compliance caused by the STO's or an Eligible User's failure to use corrections or enhancements made available by Contractor.

3.3.3 WARRANTY DISCLAIMER.

EXCEPT AS EXPRESSLY STATED IN SECTIONS 3.3, 12.27 AND 12.28, THE PARTIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR'S WARRANTIES EXTEND SOLELY TO THE STATE AND TO THE APPLICABLE ELIGIBLE USER OF THE CONTRACTOR'S SERVICES.

This Section 3.3 shall survive termination of this Contract, except that Section 3.3.1 shall not survive (other than for Services and/or Deliverables for which STO has already paid, or will pay, Contractor) termination for convenience by the STO, termination by the STO under Section 12.2 or termination by Contractor due to a STO Event of Default.

3.4 Subcontractors.

Contractor is responsible for the acts or omissions of all subcontractors used by Contractor in the performance of Services during the term. All subcontractors require prior written consent by the STO.

3.5 Acceptance.

3.5.1 Time for Acceptance.

The STO will accept each Deliverable or Service when it meets the requirements of this Contract. Unless otherwise specified in the contract hereto, the STO shall have a maximum period of ten (10) business days after delivery of a Deliverable or Service to verify that the Deliverable or Service meets the Contract requirements. If the STO does not notify Contractor of a Nonconformity (as defined in Section 3.5.2.) with respect to a Deliverable or Service within the time period required after delivery or redelivery of such Deliverable or Service under Section 3.5.2, the STO will be deemed to have accepted such Deliverable or Service. Notwithstanding the foregoing, Performance Standards set forth in the contract shall apply throughout the term set forth therein.

3.5.2 Process.

The STO will conduct its acceptance review in a manner so as to identify how the Deliverable or Service materially fails to conform to the specifications or Performance Standards in the contract (each such material failure constituting a "Nonconformity"). After the State notifies Contractor in writing of any Nonconformity, specifying for each Nonconformity how the Deliverable or Service materially fails to meet the applicable specifications or Performance Standards, and if the remedy for such Nonconformity is not addressed in the contract, Contractor shall correct such Nonconformity within ten (10) business days, or proceed on another mutually acceptable basis as set forth and agreed to in writing by the Parties. The State shall then have an additional ten (10) business days commencing upon Contractor's redelivery of the Deliverable or Service to verify that the previously reported Nonconformity has been corrected and report any Nonconformity caused by the correction of the previous Nonconformity.

3.6 Control of Resources.

During the term of this Contract, except as otherwise provided in this Contract or mutually agreed to by STO and Contractor, Contractor shall have the exclusive right to manage the Contractor resources, and all STO resources managed by Contractor under this contract, used in providing the Services as Contractor deems appropriate, including, without limitation, the right to relocate and substitute computer equipment, personnel and other resources, and to change computer configurations and procedures. Notwithstanding the provisions of the foregoing sentence, if any such relocation, substitution, or change will materially affect the STO, then Contractor shall provide the STO with prior written notice thereof. Upon receipt of such notice, if such change shall upon implementation result in a material change in the

pricing/remuneration terms of the Contract, the STO must approve or disapprove of same in writing; provided, that if such change involves implementation of a more current version of Software and if, upon such implementation the version currently in use will no longer be supported by the licensor of the Software, then the STO's approval shall not be required. If Contractor has not received written notice of disapproval by the STO within five (5) days after receipt by the STO of such notice thereof from Contractor, then the STO shall be deemed to have approved such change. The relocation outside the State of Florida by Contractor of personnel or other resources dedicated to providing Services shall require the prior written consent of the STO.

Except as specified in Section 7 of this Contract, any assets owned by the STO (including such assets substituted by the Contractor under this Section) under control of or in the possession of the Contractor upon termination of this Contract shall be promptly returned by the Contractor to the STO. Unless otherwise specified in this contract, the Contractor shall maintain all such assets, including perpetual licenses, under its management or control until such time as those assets are returned to the STO.

3.7 Other Obligations.

Neither Party assumes any obligations or liabilities of the other Party except as expressly provided in this Agreement.

3.8 STO Responsibilities.

During the Term of this Contract, the STO shall retain all responsibilities related to its information technology services requirements.

3.8.1 Data Entry.

Except to the extent that the Contractor is responsible under this contract for inputting data or verifying the accuracy of such data, (a) the STO shall be responsible for inputting all data for processing by the Contractor and verifying the accuracy of all data so entered, and (b) the Contractor shall not be responsible for errors in the Services, including data entry, programs, data files, or output provided to or maintained for the STO, resulting from errors in the STO's or an Eligible User's input data or from the STO's or an Eligible User's failure to comply with Contractor's operating instructions which shall be provided pursuant to the Contract.

3.8.2 Operating Instructions.

The STO will comply with all reasonable operating instructions provided from time to time by the Contractor in writing and in advance to the STO for purposes of assuring proper and efficient delivery of the Services, which instructions must comply with instructions or protocols provided by third party vendors.

3.8.3 Cooperation.

The STO will cooperate with the Contractor by making promptly available, as reasonably requested by the Contractor, such management decisions, personnel, information, data, facilities, approvals and acceptances to the Contractor as may be required to enable the Contractor to properly perform its obligations under this Contract.

Section 4 Financial Management

4.1 Audit Rights.

The Contractor recognizes and acknowledges the requirements of Chapter 119, Florida Statutes, and

section 24, Article I of the Florida Constitution, and recognizes and acknowledges that it is providing services under this Contract in the place of, and on behalf of, the State. As such, upon reasonable notice the Contractor shall provide the State, including any authorized officer or employee of the State, with reasonable access to inspect and copy all records and information, including records and information stored electronically, related to this Contract that are public records under Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution, and which are not exempt from disclosure. In connection with such access, Contractor shall permit inspection and copying of records in the possession of the Contractor by officers or employees authorized to have access in the performance of their official duties. Without limiting the class of those authorized to perform an audit, the Contractor acknowledges that the Department of Financial Services, the State Auditor General, the Florida Department of Management Services' Inspector General, the Office of Program Policy and Government Analysis, applicable federal agencies, and independent agents hired by the foregoing or the STO may conduct audits. The following records are specifically excluded from inspection, copying, and audit rights under this Contract: (i) financial records of the Contractor that are unrelated to this Contract, (ii) documents created by and for the State or other communications related thereto that are confidential attorney work product or subject to attorney-client privilege, unless those documents would be required to be produced for inspection and copying by the State under the requirements of Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution, and (iii) information of the Contractor that is a trade secret or otherwise confidential in accordance with then-applicable State law. The STO acknowledges, however, that if such audits disrupt the Contractor's operations or degrade Contract performance, including compliance with Service Levels or Performance Standards, the Contractor shall not be liable for any breach of Contract requirements or failure to meet Performance Standards related to such disruption or degradation. Contractor must provide STO with notice as promptly as possible of any such disruption or degradation that will occur or has occurred and shall make any commercially reasonable efforts (without incurring significant cost) to mitigate such disruption or degradation. Each Party shall be responsible for its own costs associated with audits. Information disclosed during any such audit is subject to the requirements of Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution.

4.2 Payment Upon Termination.

In the event of termination of this Contract in accordance with the provisions of this Contract, the STO agrees to pay the Contractor as provided in Section 11 hereof, or as appropriate, to take actions required by Section 12.2 hereof. To be eligible for payments under Section 11, Contractor shall submit to the STO, within one hundred-twenty (120) calendar days after the effective date of termination, a request for payment of such amounts. However, the STO will immediately pay any amounts previously invoiced and not paid and amounts due and owing pursuant to the Contract. Requests submitted later than one hundred-twenty (120) calendar days after termination will not be honored and will be returned unpaid, provided that the STO may grant exceptions to this requirement as appropriate. Notwithstanding anything to the contrary in this Section 4.2, payment for Services requested by the STO and provided by the Contractor after termination, including transition assistance, shall be paid as mutually agreed upon. Notwithstanding anything to the contrary, the Contractor shall be afforded an opportunity to amend its final invoice in the event inaccuracies therein are directly attributable to erroneous data provided by the STO or an Eligible User, provided Contractor delivers such amended invoice to the STO or Eligible User within 90 days after becoming aware of such erroneous data.

In the event the STO pays any termination costs to the Contractor, the STO shall have the right to have an independent auditor, paid for by the STO, audit the Contractor's costs to verify that termination costs paid to Contractor were costs consistent with the scope of this contract and actually incurred by Contractor. The intent of such audit shall not be to review the Contractor's business judgment. Contractor agrees to cooperate with any such audit. In the event the audit concludes that the STO paid any amounts to the Contractor in excess of costs within the scope of this contract and actually incurred by Contractor, the Contractor shall refund such amounts to STO within 10 days of written notice of such finding.

If the Parties wish to dispute any amount to be paid or refunded, they may do so only in accordance with Section 10 of this Contract.

4.3 Invoicing and Payment.

4.3.1 Invoices.

The Contractor shall submit monthly invoices to the STO for payment for Services rendered during the preceding period, as set forth in the contract hereto.

The billing cycle for this contract shall be a maximum of thirty (30) days from date of first bill.

The electronic CSA must be routed back to State Technology Office using the Automated Online CSA system within ten (10) calendar days after the service or facility is installed, with Block 7 completed.

Monthly billing statements must be current. The State Technology Office will not be obligated to pay for services made earlier than one billing cycle prior to the current month unless agreed upon in advance by the State Technology Office. Billing in arrears (more than one bill cycle) or in advance is not acceptable and the State Technology Office will not be obligated to pay unless agreed to in advance.

The Contractor shall submit during the first six (6) days of each month an itemized bill for SUNCOM qualified users to the State Technology Office billing department. The bill shall be received not later than the 6th day of the month following the month of usage billed.

The Contractor shall offer direct agency billing for wireless services to SUNCOM customers if requested and approved by the State Technology Office. State Technology Office retains audit authority for all services provided as a result of this Contract.

4.3.2 Disputed Invoices and Penalties.

If the STO reasonably and in good faith disputes, or the Chief Financial Officer disputes, that any portion of any amount claimed by Contractor is payable or has been erroneously paid, as the case may be, then the STO will provide Contractor with written notice specifying the disputed amount and the basis for the dispute in reasonable detail within forty (40) calendar days of the date the invoice is received, and will pay any undisputed portion of the amount in accordance with Section 4.3.3. Upon resolution of the disputed portion, any amounts owed to Contractor shall be paid within forty (40) calendar days after the date of resolution. In the event a Party files for administrative review of a decision regarding such a dispute pursuant to the procedure of Section 10.1 hereof, the Contractor shall have the right, provided it has given thirty (30) days advance written notice, to cease performance of Services or Deliverables for which payment is in dispute, or the earlier of: (a) provided at least one hundred thirty (130) days has lapsed from the date the notice of dispute has been sent pursuant to this Section, the date the amount in dispute exceeds two million (2,000,000.00) dollars or (b) ninety (90) days after such filing.

A monetary penalty shall be applied to any Contractor that fails to provide a readable and accurate file within the first (6) days of the month as noted above. Beginning the seventh day, the State Technology Office shall levy against the Contractor at fault a credit of $1,000 per day for each day, until the end of the month, to the applicable Contractor's billed amount for any delays in providing a readable and accurate file.

4.3.3 Payment.

In accordance with section 215.422, Florida Statutes, if payment is not issued within forty (40) calendar days, measured from the latter of the date the invoice is received, or the Services or the Deliverables are accepted under Section 3.5.1, an interest penalty will be due to Contractor at a rate as established pursuant to section 55.03(1) of the Florida Statutes on the undisputed unpaid balance from the expiration of such forty (40) calendar day period until such time as the payment is issued to the Contractor. Invoices returned to the Contractor due to preparation errors will result in a payment delay. The forty (40) calendar

days to issue invoice payments shall not start to run until a properly completed invoice is provided to the STO. A properly completed invoice shall not be deemed provided to the STO unless, at a minimum, invoice detail, by Service provided to each Eligible User, has been submitted to the STO in an electronic format specified in writing by the STO. Interest penalty disputes shall be resolved in accordance with Rule 3A-24.004, Florida Administrative Code.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate of vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

Contractor will be paid monthly for wireless service air-link. The monthly recurring costs shall be tiered and discounted based on the number of users and the amount of transmitted data. The monthly recurring cost shall also include all applicable activation fees, management fees, roaming fees, regulatory fees, taxes, and any and all other associated charges.

Contractor must not provide a roaming fee within the State of Florida.

Contractor must ensure that optional monthly recurring cost, is on a per user basis, for all cost associated with the frame-relay termination equipment and the user authentication system.

Contractor must ensure that the per-Kilobyte rate proposed in the Contractor's response to the ITN is the rate charged to the end-user for data transmissions above the applicable user selected tier.

The Contractor shall provide credits for incorrect account charges, and shall have one (1) billing cycle to confirm the disputed charges and reflect credits.

The State Technology Office shall have a forty-five (45) day period to review, reconcile, and make payment to the Contractor(s) upon receipt of a correct Wireless Data Service bill.

A copy of the Contractor's invoice must contain at a minimum a CSA number, customer name, description of services, number of users, unit prices(s), extended price(s) and total invoice amount.

The Contractor shall furnish invoices in an agreed upon Electronic Data Interchange (EDI) format. EDI file transport and translation fees will be paid in accordance with State Technology Office policies. Those policies require the sender to pay all fees required to make the EDI file available to the State Technology Office.

The Contractor's electronic file must have search and sort features including, but not limited to: CSA number, IP Address (if applicable), authorizing agency, user name, and company or affiliate name, and be capable of retrieving and sorting IP addresses (if applicable) with additional usage charges. Electronic files must provide the ability to identify and sort new accounts complete with IP Address (if applicable) from the pervious month, and be capable of retrieving and sorting individual invoices and/or CSA's for each user account. Electronic files must have the ability to export all data to any Microsoft® software suite or any other State available billing system. In addition, the electronic file must accommodate print capabilities consisting of print page, section or entire bill.

The Contractor shall furnish a copy of the data contained within the EDI data transfer on permanent storage media. The storage media shall be non-proprietary computer storage compact disk (CD).

The Contractor shall provide a detailed line item report grouped by State agency or SUNCOM eligible entity. The summary report shall be a summarization of the total bill to the State Technology Office. The credit report shall be a line item report group by State agency or SUNCOM eligible entity. Summary information shall be provided each contract quarter to the State Technology Office.

4.4 Competitive Pricing.

The Parties agree to review on an annual basis the competitiveness of the prices the Contractor charges to the STO for Services and Deliverables by comparing the combined pricing for all Services and Deliverables provided under this Contract to the combined pricing charged by Contractor to any similarly situated United States state government customer for a mix of services and deliverables substantially similar in scope and volume to those provided under this Contract, taking into account the particular characteristics of both contracts such as performance standards, pricing terms, and contract terms and conditions. If after review the Parties determine that such similarly situated customer of the Contractor is receiving goods and services from Contractor at a combined price below that being charged to the STO pursuant to this Contract, the Parties agree to amend this Contract as necessary to reflect the lower price; except that Contractor will have no obligation to amend pricing to the extent that the combined price difference results from Services and Deliverables provided by third parties, unless and to the extent that Contractor can obtain reduced pricing from such third parties using reasonable efforts.

In connection with the review described in this Section 4.4, Contractor has no obligation to provide the STO with Contractor's or its subcontractors' or suppliers' trade secrets or confidential information not otherwise required to be provided under this Contract.

Section 5 One Florida

5.1 Utilization of Small Business Concerns.

It is the policy of the State that minority and woman-owned business enterprises (MWBE) have the maximum practicable opportunity to participate in performing State contracts (see the Office of Supplier Diversity website at http:\\osd.dms.state.fl.us). The Contractor hereby agrees to use reasonable efforts to carry out this policy in the awarding of subcontracts to the extent consistent with efficient Contract performance. The Contractor further agrees to reasonably cooperate in any studies or surveys as the State may conduct to determine the extent of the Contractor's compliance with this clause.

5.2 Contractor's Commitment.

At a minimum, Contractor shall:

- Comply with One Florida, Equity in Contracting, as set forth in Executive Order 99-281 (see http://www.state.fl.us/eog/executive_orders/1999/november/eo99-281.html).
- Identify and report MWBE participation.
- Provide opportunities for MWBE participation.

5.3 Non-Discrimination and Equal Opportunity.

The Contractor agrees to not discriminate on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status in their employment practices and with respect to availability and accessibility of services to the public. The Contractor agrees to comply with all applicable laws of the State of Florida and of the United States of America, regarding such non-discrimination and equality of opportunity. Furthermore, in accordance with section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity and may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. By reference, the Contractor submits that it is not in material violation of any laws

referenced herein as of the Effective Date and for the life of the Contract. Any material violation of such laws by Contractor will be deemed a breach of a material obligation of this Contract subject to Section 9 hereof.

Section 6 Performance Standards

Contractor agrees to all of the technical requirements/performance measures provided in the Contract.

Section 7 Software and Intellectual Property

7.1 STO Materials.

To the extent required by this Contract, the STO will provide, and will use commercially reasonable efforts to ensure applicable Eligible Users provide, to the Contractor and its subcontractors the STO Materials as required to enable the Contractor to provide the Services during the term of this Contract. The STO will obtain, and will use commercially reasonable efforts to have Eligible Users obtain, all consents necessary to permit the STO and applicable Eligible Users to provide the STO Materials to Contractor and its subcontractors and to permit Contractor and its subcontractors to use the STO Materials as required to provide the Services, and will provide evidence of such consents to Contractor at its request. The STO will make all payments necessary, and will use commercially reasonable efforts to ensure applicable Eligible Users make all payments necessary, to obtain such consents, and the Contractor will cooperate with the STO and Eligible Users in obtaining such consents. Contractor shall use commercially reasonable efforts to minimize the cost of any such cooperation. In the event that STO Materials or Contractor's and its subcontractors' use thereof in accordance with this Contract infringe or violate the rights of any third parties or any applicable legal requirements, Contractor's sole remedy shall be as set forth in Section 2.1.1 hereof. All STO Materials provided or used by the STO or Eligible Users pursuant to this Contract shall remain the exclusive property of the STO, Eligible Users, or their licensors, unless expressly provided otherwise in the Contract. The Contractor shall not have or obtain any rights in STO Materials provided to the Contractor under this Contract other than to use the STO Materials solely for the purpose of performing any required responsibilities of the Contractor as otherwise permitted under this Contract, or as otherwise may be authorized by the STO in writing from time to time.

Unless expressly provided otherwise in the Contract, the STO will be responsible for, and will use commercially reasonable efforts to ensure applicable Eligible Users are responsible for, maintaining their respective STO Software and for any license or maintenance fees related to providing their respective STO Software for use by the Contractor and its subcontractors under this Contract. Unless Contractor is paying maintenance or license fees related thereto pursuant to the contract, Contractor shall use STO Software only for purposes of this Contract. The use of STO Software by the Contractor shall be subject to any restrictions and other license terms for such Software (including any restrictions and license terms contained in applicable third party license agreements).

7.1.1 Deliverables

The Contractor must provide deliverables as outlined below: The Contractor must be capable of receiving on-line CSA's on or before 30 days from final execution of the contract.

Item	Wireless Data Service Deliverables
1	Contractor must provide a complete "turnkey Wireless Data Service" meaning there shall be nothing remaining to purchase or be supplied by the State Technology Office, State Agency, SUNCOM customers, or end user other than those items so indicated in the responses received from vendors.
2	Contractor must provide protection against fraudulent use of their wireless technology, as provided in their responses too the Invitation to Negotiate.
3	"Wireless Data", "Wireless Data Service", or "Wireless Service" shall be synonymous with wireless mobile data access service and is intended to describe TCP/IP mobile data access to applications that reside within the State's intranet via a wireless modem (or other appropriate device) utilizing 2.5G and greater (high speed) wireless cellular technologies.
4	Contractor must provide a seamless or transparent transfer of existing CDPD subscribers to the new Wireless Data Service.
5	Contractor must reimburse the State Technology Office $1,000 per day for any existing CDPD user that has not been migrated to the new wireless service on or be before September 30, 2004 provided the applicable Contractor receive the authorization CSA for that user on or before August 30, 2004.
6	Contractor shall be solely responsible for the installation, maintenance, and administrative servicing of all services and facilities provided during the life of the contract, regardless of whether the Contractor own or lease these facilities.
7	The Contractor must establish an account and utilize the Automated Online CSA system.
8	Contractor shall furnish up to fifteen (15) wireless data test accounts to the State Technology Office for test and performance evaluation purposes for the life of the awarded contract at no cost. Hayes must supply 15 test accounts for each wireless data provider.
9	Contractor agree to provide, on an annual basis during the Term of this Contract, and at no cost to the State Technology Office, (to include travel, lodging, meals, registration fees, etc.) attendance for two (2) State Technology Office employees for technical training classes, and/or a technology applications visit, and/or an update conference(s) such as user group meeting(s).

10 Contractor must provide as an option the transmission modem as part of the Wireless Data Service. The State Technology Office shall not be held accountable for lost, stolen, or damaged wireless modems. The Contractor may hold liable the end user or the applicable agency.

11 Contractor must provide all applicable modem software and continuously update the modem software remotely through the wireless network to the latest revision available from the modem manufacturer.

12 The Contractor shall deliver the modem to the integrator (Hayes) for the end-user distribution.

13 Contractor must provide that the dynamic IP address scheme or solution must be capable of assigning a particular user-group to a specific IP address range or pool.

14 Contractor must furnish dynamically configurable publicly routable IP address ranges as required by the State Technology Office or SUNCOM eligible customer.

15 Contractor's wireless network solution must provide an option of supplying or blocking end-user Internet access based on the modem's IP address.

16 Contractor must ensure that all equipment and facilities are compliant with associated wireless data systems, industry standards, and all other applicable requirements.

17 Contractor must employ the current case management (helpdesk) system in use by the State Technology Office for any issues associated with the services offered. This includes any functions available in the Enterprise Technology Services Desk (ETSD) and any processes required for escalation of issues to be resolved. Any integration or cost associated with said utilization will be the responsibility of the Service Provider(s).

18 Contractor shall provide helpdesk support to all wireless data customers continuously 24x7x365 (24 hours per-day, 7 days per-week, 365 days per-year) for the life of the contract.

19 Contractor must provide a centralized trouble reporting and maintenance system (Contractor's NCC) that is staffed 24 hours a day, seven days a week, 365 days per year.

20 Contractor must warrant that all work performed complies with customary, reasonable, and prudent standards of care in accordance with the industry and must perform any and all services desired herein in a professional manner.

21 Contractor must be capable of receiving on-line CSA's on or before 30 days from final execution of the contract.

7.1.2 Balance of Line

The State Technology Office reserves the right to accept any optional equipment as balance of line equipment at negotiated prices, such as, but not limited too, smart devices with personal digital assistant capabilities and e-mail applications (blackberries, Tero 600's, Hitachi 1000, etc.), and other equipment at any time during the term of this Contract. Additionally, new products may be added and prices negotiated accordingly.

7.2 Trade Secrets.

In the course of performance hereunder, the Contractor may use or provide to the STO proprietary products, materials, information, tools, and methodologies that are the trade secrets of the Contractor or third parties (collectively "Proprietary Items"). The STO and applicable Eligible Users shall have or obtain no rights in such Proprietary Items (or in any modifications or enhancements to them) other than (i) to use them as authorized by Contractor in writing from time to time solely for purposes of performing any required responsibilities under this Contract, (ii) to the extent the Proprietary Items are incorporated into a Deliverable, to use them as part of the Deliverable for purposes of the STO's and applicable Eligible Users' internal business only, (iii) pursuant to the standard license for such Proprietary Items or, in the case of Proprietary Items owned by third parties, pursuant to terms acceptable to the applicable third party, or (iv) as otherwise provided in this Contract. If Proprietary Items are made available to the STO under (i) or (ii) above, they will be made available in an "AS IS" condition and without express or implied warranties of any kind; those Proprietary Items made available under (iii) above shall be subject only to applicable terms of the applicable license. Notwithstanding the foregoing, nothing in this Contract shall limit the STO's rights as set forth in Sections 7.2 and 7.3 hereof, or the full exploitation of those rights by the STO.

The Contractor and the STO each acknowledge that the Software provided by the other Party (excluding Developed Software) includes proprietary information of the other Party, and each Party agrees to keep and treat such Software as a trade secret or otherwise confidential, at all times, consistent with State law.

7.3 Source Code.

With respect to Contractor Software owned by the Contractor and provided to the STO under this Contract, at the STO's request the Contractor shall, at Contractor's option, (1) provide the STO with source code for such Software, or (2) place such source code in a third party escrow arrangement with a designated escrow agent, which shall be identified to the STO, and which shall be directed to release the deposited source code if Contractor materially fails to provide support and maintenance for the Contractor Software as required under this Contract or if Contractor ceases business activities, in accordance with an escrow agreement acceptable to the STO (which acceptance may not be unreasonably delayed or withheld). If Contractor is required under this Contract to provide support and maintenance for such Contractor Software, such source code shall be updated for each new release and modification of the relevant Software issued during the term that Contractor is required to provide support and maintenance. The STO's use of such source code shall be limited to support and maintenance of the Contractor Software for internal use during the term of the license until such time as Contractor resumes support and maintenance for such Software as required under this Contract. The Contractor shall identify the escrow agent upon delivery of the Contractor Software and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph and the applicable escrow agreement.

With respect to Contractor Software licensed by the Contractor or its subcontractors from a third party and provided to the STO under this Contract, Contractor shall use commercially reasonable efforts to obtain for the STO source code escrow consistent with this Section 7.5.

All source code related to Developed Software shall be delivered with Developed Software.

Section 8 Insurance

8.1 Insurance Coverage.

The Contractor shall, at its own expense, maintain the insurance coverage outlined below. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. Contractor performance under this Contract may not commence until certificates of insurance evidencing the required coverage's are provided to the STO.

8.1.1 Commercial General Liability.

The Contractor shall maintain commercial general liability insurance in a face amount of $5,000,000. The STO shall be named as an additional insured in the general liability coverage policy. Each policy shall include thirty (30) calendar days prior written notice to the STO of cancellation for any coverage.

8.1.2 Workers' Compensation Insurance.

The Contractor shall maintain Workers' Compensation insurance as required for the State of Florida under the relevant Workers' Compensation law. The insurance shall cover all of the Contractor's employees connected with the services provided under this Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Federal and Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the State, for the protection of employees not otherwise protected.

8.1.3 Automobile Liability Insurance.

The Contractor shall maintain automobile liability insurance, including coverage for liability contractually assumed, which shall cover all owned, non-owned, and hired autos used in connection with this Contract. The limits (inclusive of any amounts provided by an umbrella or excess policy) shall be $5,000,000 for each occurrence-bodily injury and property damage combined.

8.1.4 Professional Indemnity Insurance.

The Contractor shall maintain professional indemnity (errors and omissions) insurance appropriate for the services provided under this Contract. The limits shall be $10,000,000 per claim.

8.2 Subcontractor Insurance Coverage.

All subcontractors of the Contractor shall maintain the insurance appropriate to the scope of their work.

8.3 Proof of Insurance.

At the request of the STO, the Contractor shall provide to the STO certificates or other mutually agreed upon proof of such insurance or proof of its ability to self-insure satisfactory to the STO, including renewal or replacement evidence of insurance no more than fifteen (15) days following the expiration or termination of any insurance.

8.4 Deductible Amounts.

The deductible amounts for any peril shall not exceed those determined by the Contractor to be customary in the industry. The Contractor shall be responsible for payment of its deductible.

8.5 Self Insurance.

For any insurance coverage required hereby, Contractor may use a self-insurance program, provided such program has received prior written approval of the State, which approval may not be unreasonably withheld.

Section 9 Default and Remedies

9.1 Contractor Events of Default.

Any one or more of the following events shall, after the required notice(s) and opportunity to cure, constitute an "Event of Default" on the part of the Contractor hereunder:

(a) Payment. The failure of the Contractor to pay to the STO any sum of money required hereunder, other than amounts disputed in good faith in accordance with Section 4.3.2, within forty-five (45) calendar days after receipt of written notice from the State that the same is due; or

(b) Performance. Any one of the following events by the Contractor, which is not cured within thirty (30) calendar days (except as specified in (d) below) after receipt of written notice of breach from the State, provided, however, that if the parties mutually agree to extend the period or if such cure is of a nature that it could not reasonably be performed within thirty (30) calendar days, such 30-day period may be extended so long as the Contractor begins performance within such 30-day period and thereafter diligently and continuously pursues performance:

(1) Contractor breaches a material obligation under this Contract where such breach and a respective remedy or credit is not covered under a description of Performance Standards set forth in the contract hereto; or
(2) The Contractor knowingly employs an illegal alien in the performance of Services; or
(3) The Contractor becomes insolvent or is declared bankrupt; or
(4) The Contractor files for reorganization under the bankruptcy code; or
(5) The Contractor commits any act of bankruptcy or insolvency, either voluntarily or involuntarily; or
(6) The Contractor made or has made an intentional and material misrepresentation or omission in any materials provided to the State; or
(7) The Contractor fails to promptly pay any and all undisputed taxes or assessments imposed by and legally due the State or federal government; or
(8) The Contractor admits in writing its inability to pay its debts or makes an assignment for the benefit of creditors without the approval of the State; or
(9) The Contractor knowingly utilizes a vendor in the performance of Services which has been placed on the State's Convicted Vendors List; or
(10) The Contractor improperly refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Contract and not otherwise exempt from disclosure as a trade secret or otherwise confidential under then-applicable law; or

(11) The Contractor refuses to allow auditor access to Contractor's facilities or otherwise fails to cooperate with an audit as required by the Contract under Section 4.1 in a manner that materially impedes such audit; or

(c) With regard to the events involving bankruptcy or insolvency (events 3 - 5), the Contractor shall, at the discretion of the STO or pursuant to court order, be considered as having cured the event by submitting a post-bankruptcy or post-insolvency guarantee to the STO that the Contractor intends to complete Contract performance despite its bankrupt or insolvent status.

(d) With respect to the events described in subsections (2), (9), and (10) of (b) above, the cure period for Contractor shall be no more than five (5) business days.

9.2 STO Remedies in the Event of Default.

If an Event of Default has occurred pursuant to Section 9.1 above, the STO shall have the right to terminate this Contract with respect to which there has been an Event of Default by Contractor. If the STO elects to terminate, then the STO shall provide the Contractor with a second written notice ("Termination Notice") evidencing its intent to terminate the Contract pursuant to this Section 9.2 and reciting that the STO intends to pursue termination of the Contract if the Event of Default is not cured. The Termination Notice will not be effective unless it references this Section 9.2 and provides that the STO intends to pursue termination of the Contract if the Event of Default is not cured. If the Contractor fails to cure the default within ten (10) calendar days from receipt of the Termination Notice, then the STO may terminate the Contract and exercise all of its remedies, including all those at law or equity consistent with the terms of this Contract. In the event of termination, the Parties shall work together in good faith to phase out the Services of this Contract consistent with Section 4.2 and in accordance with any applicable terms herein.

Upon the occurrence of an "Event of Default" on the part of the Contractor, the STO is entitled to any one or all of the following remedies:

(a) termination of the Contract in accordance with this Section 9.2;

(b) seek equitable relief and/or institute legal proceedings against the Contractor consistent with the terms of this Contract to collect payment of any damages or sums owed by the Contractor hereunder, or to compel the performance of any obligation required to be performed by the Contractor hereunder including, where appropriate, actions for specific performance and/or injunctive relief; and

(c) without limiting the foregoing, Events of Default resulting in termination of this Contract by the STO may also result in:

(1) The Contractor's name being removed from State Purchasing vendor mailing list(s).

(2) All State agencies being advised not to do business with the Contractor without written approval from the Division of State Purchasing until such time as the Contractor reimburses the State for all reprocurement and transition costs.

9.3 STO Events of Default.

Any one or more of the following events shall, after the required notice(s) and opportunity to cure, constitute an "Event of Default" on the part of the STO:

(a) The STO fails to timely pay any amounts owed to Contractor under the Contract as provided in Section 4.3 hereof, other than amounts disputed in good faith in accordance with Section 4.3.2; or

(b) The STO breaches any other material obligation under this Contract. The cure period for a material breach by the State shall be thirty (30) calendar days from receipt of notice of material breach; or

(c) Upon the occurrence of an "Insolvency Event of Default." The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default":

(1) the State admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; or

(2) any affirmative act of insolvency by the State or the filing by or against the State (which is not dismissed within ninety (90) days) of any petition or action under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or

(3) the subjection of a material part of the State's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.

9.4 Contractor Remedies in the Event of Default.

Upon occurrence of an "Event of Default" on the part of STO, the Contractor is entitled to any one or all of the following remedies:

(a) seek equitable relief and/or institute legal proceedings against the State consistent with the terms of this Contract to collect payment of any damages or sums owed by the State hereunder, or to compel the performance of any obligation required to be performed by the STO hereunder including, where appropriate, actions for specific performance and/or injunctive relief; and

(b) terminate the Contract. If an Event of Default has occurred pursuant to Section 9.3 above, the Contractor shall have the right to terminate this Contract with respect to which there has been an Event of Default by the STO. If the Contractor elects to terminate, then the Contractor shall provide the STO with a second written notice ("Termination Notice") evidencing its intent to terminate the Contract pursuant to this subsection and reciting that the Contractor intends to pursue termination of the Contract if the Event of Default is not cured. The Termination Notice will not be effective unless it references this Section 9.4 and provides that the Contractor intends to pursue termination of the Contract if the Event of Default is not cured. If the STO fails to cure the default within ten (10) calendar days from receipt of the Termination Notice, then the Contractor may terminate the Contract and exercise all of its remedies hereunder.

In the event of termination, subject to Section 4.2, the Contractor shall work with the STO in good faith to phase out the Services of this Contract.

9.5 STO May Cure.

If the Contractor commits an "Event of Default" in the performance of any term, provision, covenant or condition on its part to be performed hereunder, the STO may, upon notice to the Contractor, perform or have performed for it the same at the reasonable expense of the Contractor. If, at any time and by reason of such Event of Default, the STO elects to pay any sum of money or do any act which will require the payment of any sum of money, or incur any expense in the enforcement of its rights under this Section 9.5, such sum or sums in excess of the amounts that would have been payable to Contractor for such performance under this Contract, together with a rate of interest, if applicable set forth in section 55.03(1), Florida Statutes, shall be repaid to the STO by the Contractor promptly when billed therefore within the timeframe set forth in Section 9.1(a) hereof. The STO shall use commercially reasonable efforts to mitigate any such costs.

Section 10 Dispute Resolution

10.1 Dispute Resolution.

In the event of any dispute concerning performance under the Contract, the Parties shall use good faith efforts to resolve such dispute informally. Such good faith efforts shall include the provision of written notice describing the basis for the dispute by the Party claiming a dispute to the other Party, and at least one meeting between a management employee of Contractor and the STO's Purchasing Director or other personnel of the Parties with authority to resolve the dispute. If such dispute is not resolved within 30 calendar days after receipt of the initial written notice of the dispute, the dispute shall be referred to the State CIO who shall, within 30 calendar days, make a decision regarding the dispute, reduce the decision to writing and serve a copy on the Contractor. Prior to making any such decision, the CIO shall provide each Party a reasonable opportunity to present its position with respect to the dispute, and shall meet with a representative of the Contractor to attempt to resolve the matter. The decision of the CIO shall be final and conclusive unless within twenty-one (21) days from the date of receipt of the decision, the Contractor files with the State for administrative review.

10.2 Performance to Continue.

Each Party shall continue to perform its obligations under the Contract pending final resolution of any dispute arising out of or relating to the Services subject to Section 4.3.2.

10.3 Confidentiality.

All negotiations pursuant to Section 10 of this Contract shall be treated as compromise and settlement negotiations. Nothing said or disclosed, and no document produced (including any notice, response, offer, argument, admission, finding, recommendation, ruling, opinion, or conclusion), in the course of or in connection with such negotiations that is not otherwise independently discoverable and admissible as evidence shall be offered or received as evidence or used for impeachment or for any other purpose in any arbitration, litigation, administrative proceeding, or other dispute resolution process or proceeding. Neither the STO nor the Contractor shall disclose to any third party, except as may be required by applicable law, any communications or negotiations related to such negotiation or mediation. Neither the STO nor the Contractor shall call as a witness, depose, interrogate, or interview; or attempt to call as a witness, depose, interrogate, or interview, any attorney who participated in the negotiations or mediation for the other Party as to any involvement of such attorney in any aspect of such negotiations or mediation.

10.4 Payment of Fees and Costs.

Except as otherwise provided under the Contract, the STO and the Contractor shall each bear its own costs and expenses incurred in connection with any negotiations pursuant to this Contract. In addition, the STO and the Contractor shall share equally all third-party costs in connection with any attempt to resolve disputes pursuant to this Contract unless otherwise agreed.

Section 11 Term, Renewal, and Termination Provisions

11.1 Term/Renewal.

The Parties agree that the "Term" of this Contract shall be for a three-year period commencing upon the Effective Date unless extended, terminated or renewed as provided herein. Subject to Chapter 287 of the Florida Statutes, and upon mutual agreement, (a) upon expiration of such three-year period, the STO and the Contractor may renew the Contract, in whole or in part, for an additional three-year period, and (b) upon expiration of the initial or renewal, the STO and the Contractor may extend the Term for an additional six month period. Any renewal or extension shall be in writing and signed by both parties. The STO shall provide written notice to the Contractor regarding its intent to renew or extend the Contract prior to the expiration of the Contract. The STO shall rely on several factors in making the determination to renew including, but not limited to, satisfactory performance evaluations by the STO and the availability

of funding.

11.2 Termination for Convenience.

Unless otherwise specified in the contract hereto, the STO may, upon ninety (90) days written notice to Contractor, terminate for its convenience this Contract, in whole or in part, whereupon the Contractor shall cease the provision of the terminated Services to the STO in accordance with the reasonable terms of such notice.

11.3 Termination for Cause.

Either Party may terminate this Contract in accordance with Section 9 in the event of an Event of Default of the other Party. If the Event of Default is caused by the default of a subcontractor of Contractor at any tier, and to the extent the cause of the default is beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any damages arising from the Event of Default, unless the subcontracted services or supplies were obtainable from other sources without significant increase in costs and in sufficient time for the Contractor to meet the required delivery schedule. If Contractor terminates this Contract for an Event of Default of the State, the rights and obligations of the Parties shall be the same as if the termination had been for the convenience of the STO under Sections 11.2 and 11.4.2. If, after termination of this Contract by the STO due to an Event of Default by Contractor, it is determined that there was not an Event of Default by Contractor or that the Event of Default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been for the convenience of the STO under Sections 11.2 and 11.4.2.

11.4 Consequences of Termination By STO.

11.4.1 Termination for Cause.

If this Contract is terminated by the STO for an Event of Default of the Contractor, the Contractor shall only be entitled to payment for Services performed in accordance with this Contract, which shall be offset by any actual damages caused by the Event of Default and due the STO consistent with the terms of this Contract. This consequence is supplemental to the State Remedies in the Event of Default, addressed in Section 9.2 herein.

11.4.2 Termination for Convenience.

If this Contract is terminated by the STO for convenience, the STO shall compensate the Contractor fairly for the work done and the preparations made (including reasonable startup and implementation costs that were to be amortized over future payments) for the terminated portions of the Contract, including reasonable settlements with subcontractors, reasonable costs of settling the terminated work, a reasonable allowance for profit for Services and/or Deliverables already provided to and accepted by the STO. The Contractor shall take commercially reasonable efforts to mitigate any such costs arising after notice of termination. Upon termination of its obligations under this Contract, the Contractor shall submit a request for payment as required by Section 4.2 of the Contract. Notwithstanding Section 1.3 hereof, in no event shall any such request include any termination costs or charges for termination for convenience that includes loss of profits, anticipated profits or damages in excess of those generally described in this Section 11.4.2.

Section 12 General Provisions

12.1 Advertising.

Contractor shall not disseminate to the public any written sales or marketing information concerning the Contract without prior written approval from the STO, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the STO as a reference, or otherwise linking

the STO's name and either a description of the Contract or the name of the State or the STO in any material published, either in print or electronically, except to potential or actual authorized subcontractors or Eligible Users (as authorized by the STO). Within a reasonable time after the Contract's Effective Date, the Parties shall issue a mutually agreeable joint press release regarding the Contract and the Services to be provided hereunder.

12.2 Annual Appropriations.

The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Contract, as used in the preceding sentence, shall include all provisions hereof, all Exhibits hereto, and any Changes pursuant to this Contract. If appropriations are required, the STO shall affirmatively take all reasonable steps to seek such appropriations, but shall not guarantee the securing of annual appropriations. The State of Florida, as used in this Section 12.2, specifically includes the STO.

The Parties acknowledge and agree that there is no intent to violate section 216.311, Florida Statutes, with the execution of this Contract, and that any provision deemed to violate that statute shall be null and void and stricken from the Contract, and the remainder of the Contract shall remain in full force and effect. The Parties further agree that the foregoing does not in any way limit, abrogate or otherwise modify the Contractor's rights or remedies under applicable law, including the Contractor's rights to seek a claims bill.

If funds are necessary and not available through appropriations for payments under this Contract, the STO shall have the right to terminate the portions of the Contract for which payments are contingent upon such appropriations at the end of the last period for which funds have been appropriated or otherwise made available by giving thirty (30) days advance written notice of such Contract termination to the Contractor. All available appropriated funds appropriated for the Services hereunder shall be expended on this Contract.

In the event of such termination, the Contractor may seek payment from the State through a claim or other appropriate process. If the Contractor must seek approval from the State Legislature for such a remedy, the STO shall work in good faith with the Contractor and the State Legislature to affect such a remedy, including requesting appropriation for such payments as the Contractor would have received had the termination been for convenience under Section 11.4.2. Only to the extent applicable funds are or become available through appropriations, such termination shall be deemed a termination for convenience subject to Section 11.4.2.

If funding for the STO is not appropriated, the STO and its successors in interest shall use commercially reasonable efforts to facilitate and permit Contractor's continued, direct dealings with Eligible Users as necessary to carry out the provisions of this Contract.

12.3 Assignment.

Neither Party may sell, assign or transfer any of its rights, duties or obligations under this Contract without the prior written consent of the other Party. However, the STO may assign this Contract to another a State agency provided that all STO rights and obligations are so assigned, and Contractor may assign this Contract to a wholly owned subsidiary of Contractor capable of performing the Contractor obligations hereunder. Contractor may assign any monies due under this Contract from the STO to a third party with the STO's written consent, which consent shall not be unreasonably withheld. No change in Contractor's organization, if any, shall operate to release Contractor from its liability for the prompt and effective performance of its obligations under the Contract. All terms and provision of this Contract shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

A Change of Control, as hereafter defined, of the Contractor, shall constitute an assignment for purposes of this Section 12.3.

"Change of Control" means (a) the acquisition of all or substantially all of the assets of the Contractor other than by an affiliate (as such term is defined in Rule 405 of the Securities Act of 1933), (b) the acquisition by any party (or group as such term is defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") not currently a holder of more than 5% of Contractor's capital stock entitled to vote for the election of directors of such number of additional shares of capital stock (whether in one transaction or in a series of transactions), which results in such Party (or such group) owning 50% or more of such stock other than by an affiliate of Contractor, (c) any merger, combination, consolidation or similar transaction involving Contractor following which the holders of the capital stock of Contractor immediately prior to such transaction will not own more than 50% of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated company's outstanding voting securities, in substantially the same proportion as their ownership immediately prior to such reorganization, merger, consolidation or other transaction, or (d) Contractor being subject to a Delisting Event, where a "Delisting Event" shall mean such time as the stock of Contractor shall no longer be publicly traded on a national securities exchange or quotation system (e.g., the New York Stock Exchange or NASDAQ) in the United States.

12.4 Change of Statute or Regulation.

Any changes to this Contract or the Service and Deliverables provided hereunder necessitated by changes in existing statute or regulation, or the promulgation of new regulations or the issuance of new statutes, shall be governed by Section 3.2 herein.

12.5 Compliance with Laws.

The Contractor shall comply, and shall require each of its subcontractors to comply, with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with the following laws to the extent applicable to the conduct of its business: any applicable provisions of section 247A(e) of the Immigration and Nationalization Act; Titles I-IV of the Americans with Disabilities Act; Sections 504 and 508 of the Federal Rehabilitation Act amendments; the Assistive Technology Act of 1998; and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Material violation of such laws shall be deemed a breach of a material obligation of this Contract, subject to Section 9 hereof, except that any material violation of such laws shall not be deemed a breach of a material obligation to the extent such material violation results from an act or omission of the State or any Eligible User or their agents or contractors or the failure of any facilities, equipment, software, data or other resources provided by the State or any Eligible User or their agents or contractors to comply with such laws.

12.6 Contract Administrator.

The State shall name a Contract Administrator during the Term of this Contract whose responsibility shall be to maintain this Contract. As of the Effective Date, the Contract Administrator is Gina Gibson, 4030 Esplanade Way, Suite 235M, Tallahassee, FL 32399. The State shall provide written notice to Contractor of any changes to the Contract Administrator; provided, such changes shall not be deemed Contract amendments.

12.7 Governing Law.

The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply, the Contractor waives any right to jury trial that it may have, and the threshold issue for determination shall be whether the action is in the appropriate forum.

12.8 Employees, Subcontractors, and Agents.

The Contractor employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the State. Contractor shall conduct criminal history checks for all current and prospective Contractor employees who will be providing the Deliverables and Services prior to the Contractor's employees obtaining access to State, state employee, or state retiree Confidential Information. Such criminal history checks shall be maintained in the Contractor records and made available for the STO's inspection upon demand. The STO may conduct, and the Contractor shall reasonably cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any Contractor personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or material non-compliance with STO's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform Services in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

12.9 Entire Contract.

This Contract constitutes the full and complete Contract of the Parties hereto and supersedes any prior Contracts, arrangements and communications, whether oral or written, with respect to the subject matter hereof. Each Party acknowledges that it is entering into the Contract solely on the basis of the representations contained herein, and for its own purposes and for the benefit of Eligible Users, and not for the benefit of any other third party.

12.10 Execution in Counterparts.

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12.11 Force Majeure, Notice of Delay, and No Damages for Excusable Delays.

Neither Party shall be responsible for delay or failure to perform its obligations under this Contract to the extent such delay or failure is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay a Party believes is excusable, the Party shall notify the other in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Party could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Party first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE PARTIES' SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY OR FAILURE TO PERFORM DUE TO ANY OF THE CAUSES DESCRIBED IN THIS PARAGRAPH.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against a Party due to any of the causes described in this paragraph. Neither Party shall be entitled to an increase in the Contract price or payment of any kind from the other for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause described in this paragraph. If Contractor performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless performance has been delayed for more than 90 days and the STO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State, in which case the STO may (1) accept allocated performance from the Contractor, provided that the Contractor grants preferential treatment to the STO with respect to Services subjected to allocation, and/or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the Services and/or Deliverables that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract

in whole or in part. This Section shall not excuse the STO's obligation to pay undisputed amounts due to the Contractor for Services or Deliverables provided and Accepted following the cessation of any of the causes described in this paragraph that have delayed such payment.

12.12 Further Assurances.

The Parties will, subsequent to the Effective Date, and without any additional consideration, execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Contract.

12.13 Indemnification.

Each Party shall be fully liable for the actions of its agents, employees, partners, or subcontractors. Contractor shall fully indemnify, defend, and hold harmless the STO, and its officers, agent and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees ("Claims"), arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors; provided, however, that Contractor shall not indemnify the STO for that portion of any loss or damages proximately caused by the negligent act or omission of the STO.

In the event of a third party Claim against the State, its officers, agents, employees, partners or subcontractors ("State Indemnified") that any Deliverable or any material provided by the Contractor which is included in or used in the development of a Deliverable (excluding any third party Software or STO Materials) infringes a United States copyright, trademark, presently existing patent or trade secret of any third party, the Contractor will defend against such Claim at its expense and will pay any costs or damages that may be finally awarded against the State Indemnified as a result of such Claim. The Contractor will not indemnify the State Indemnified, however, if the Claim of infringement is caused by: (1) misuse or unauthorized modification of the Deliverable by the State or an Eligible User; (2) failure to use corrections or enhancements made available to the State or an Eligible User by the Contractor; (3) use of the Deliverable in combination with any product or information not owned or developed by the Contractor unless the Claim would have arisen solely from the use of the Deliverables without combination with such product or information; (4) State's or an Eligible User's distribution, marketing or use for the benefit of third parties of the Deliverable, unless the contract under which the Deliverable was provided contemplated such distribution, marketing or use; or (5) the development of a Deliverable in accordance with specifications provided by the STO or an Eligible User. If any Deliverable is found to be infringing, the Contractor shall at its expense and option either (a) procure the right for the STO to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Deliverable and refund to the STO the fees and expenses paid for such Deliverable, less a reasonable amount for the STO's or Eligible User's use of the Deliverable up to the time of return. The foregoing remedies constitute the sole and exclusive remedies of the STO against the Contractor and the Contractor's entire liability with respect to infringement.

Contractor's obligations under the preceding two paragraphs with respect to any legal actions are contingent upon the STO giving Contractor (1) prompt written notice of any action or threatened action for which a State Indemnified is seeking indemnification, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. Contractor shall not be liable for any cost, expense, or compromise incurred or made by a State Indemnified in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

12.14 Limitation of Liability.

For all other claims against the Contractor other than indemnification claims under Section 12.13, regardless of the basis on which the claim is made, the Contractor's liability for direct damages arising in connection with the contract shall be limited, unless otherwise specified in the contract, to the greater of one million ($1,000,000.00) dollars. No Party shall be liable to another for punitive, special, indirect, or

consequential damages, even if the Party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

12.15 Independent Contractor Status of Contractor.

The Contractor, together with its agents, subcontractors, officers and employees, shall have and always retain under the Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of the State or deemed to be entitled to any benefits associated with such employment. During the term of the Contract, Contractor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide the STO with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state, and local taxes payable by Contractor, and all FICA contributions for its employees.

12.16 Modification of Terms.

This Contract contains all the terms and conditions agreed upon by the Parties, which terms and conditions shall govern all transactions under the Contract. The Contract may only be modified or amended upon mutual written agreement of the STO and the Contractor. No oral agreements or representations shall be valid or binding upon the STO or the Contractor. The Contractor may not unilaterally modify the terms of the Contract by incorporating terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The STO's acceptance of Services or Deliverables or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

12.17 Notices.

All notices under this Contract shall be served upon the STO by certified mail, return receipt requested, by reputable courier service, or delivered personally to each of the following:

State Technology Office
Gina Gibson
Purchasing Director
4030 Esplanade Way. Suite 235M
Tallahassee, Florida 32399-0950

State Technology Office
Simone Marstiller
Chief Information Officer
4030 Esplanade Way, Suite 180
Tallahassee, Florida 32399-0950

Department of Management Services
Gerry York
Office of the General Counsel
4050 Esplanade Way, Suite 260
Tallahassee, FL 32399-0950

All notices under this Contract to be served upon the Contractor shall be served by certified mail, return receipt requested, by reputable courier service, or delivered personally to:

Sprint-Florida, Inc.
Attn: Nelson Coll
101 North Monroe Street, Suite 100

Phone Number: 407-616-5528
Ncoll01@sprintspectrum.com

The Contractor contacts referenced above are required to participate in a monthly SUNCOM Contractor meeting and are responsible for resolution of all billing and technical problems.

The Parties agree that any change in the above-referenced address or name of the contact person shall be submitted in a timely manner to the other Party. All notices and other communications under this Contract shall be in writing and shall be deemed duly given either (i) when delivered in person to the recipient named above, (ii) upon confirmation of courier delivery to the intended recipient; or (iii) three (3) business days after mailed by certified U.S. mail, return receipt requested, postage prepaid, addressed by name and address to the Party intended.

12.18 Project Managers.

Each Party will designate a Project Manager during the Term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, the STO's Project Manager is Bill Hand, 4030 Esplanade Way, Suite 315N, Tallahassee, FL 32399, and the Contractor's Project Managers are listed below:

Sprint-Florida, Inc.
Attn: Tabitha Haputa
813-637-1522
Tabitha.haputa@mail.sprint.com

The Project Manager for the Contractor provided above shall be required to participate in a monthly SUNCOM meeting and be responsible for resolution of all billing and technical problems.

Each Party shall provide prompt written notice to the other Party of any changes to the Party's Project Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments.

12.19 Public Records.

Any and all records produced or used regarding this Contract are subject to Chapter 119 of the Florida Statutes. Absent a valid exemption, including status as a "trade secret," Contractor shall allow public access to all documents, papers, letters, or other material subject to Chapter 119 that are made or received by the Contractor in conjunction with this Contract. A willful breach of this Section shall be deemed a breach of a material obligation of this Contract subject to Section 9 hereof.

12.20 Loss of Data.

In the event of loss of any State data or record where such loss is due to the negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in a manner and on a schedule that are commercially reasonable, except that the Contractor shall have no obligation to recreate lost data to the extent such data is lost due to the STO's breach of this Contract or to an act or omission of the State, an Eligible User or any of its contractors or agents other than the Contractor. The Contractor's obligations under this Section 12.20 are subject to any disaster or data recovery obligations set forth in the contract.

12.21 Security and Confidentiality.

Each Party shall comply fully with all appropriate security procedures in its performance of the Contract. Neither Party shall divulge to third parties any Confidential Information of the other Party obtained by the

Party or its agents, subcontractors, officers or employees in the course of negotiations of this Contract or performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information. Neither Party shall be required to keep confidential any information or material that is publicly available through no fault of the Party, material that the Party developed independently without relying on the other Party's Confidential Information or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, each Party shall take appropriate steps as to its personnel, agents, and subcontractors.

Contractor shall keep confidential all information received in connection with this Contract that is exempt from public record under Chapter 119, Florida Statutes, and Section 24(a), Article I, of the Florida Constitution, including, without limitation, information made exempt pursuant to section 443.1715, Florida Statutes. Contractor, however, shall not be required to keep confidential any such information or material that is publicly available through no fault of the Contractor or that is otherwise obtainable under State law as a public record.

This Section shall survive termination or expiration of the Contract.

12.22 Lobbying and Integrity.

Pursuant to section 216.347 of the Florida Statutes, the Contractor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a State agency. The Parties agree that any funds provided by the Contractor for purposes of marketing under Section 3.1.4 of this Contract shall not be deemed to be State funds for the purpose of lobbying hereunder. In addition, the Contractor shall not, in connection with this Contract, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of the foregoing clause (2), gratuity means a payment in whatever form of more than nominal monetary value.

12.23 Subcontracts.

The Contractor shall not enter into any subcontracts for Services without the express written consent of the STO. In all instances, the Contractor shall remain fully responsible for all work to be performed under the Contract, including work to be performed by its subcontractors. Each approved subcontract shall be subject to the same terms and conditions as the Contract to the extent applicable based on such subcontractor's scope.

12.24 Subcontractor Liability.

The Contractor's subcontractors in the performance of Services are the responsibility of the Contractor. The State shall have no liability to such subcontractors for claims, demands, loss, damage, negligence or any expense relating, directly or indirectly, to subcontractors.

12.25 Taxes.

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages.

12.26 Waiver.

The delay or failure by a Party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor shall any

single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

12.27 Warranty of Authority.

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective Party to the Contract. Each Party warrants that it has sufficient right and authority to enter into this Contract, and to grant and assume all of its respective rights and obligations set forth herein.

12.28 Warranty of Ability to Perform.

The Contractor shall provide the STO, no later than the time the Contractor returns a signed copy of the Contract, with proof of a Certificate of Status from the Secretary of State, Division of Corporations, demonstrating that the Contractor is in good standing and legally authorized to transact business in Florida. Failure to submit this documentation shall be sufficient grounds for withholding payment under the Contract and will be deemed an Event of Default of Contractor. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the STO in writing if its ability to perform is compromised in any material manner during the term of the Contract.

12.29 Severability.

If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

SO AGREED:

STATE OF FLORIDA
STATE TECHNOLOGY OFFICE

Simone Marstiller

By: Simone Marstiller, State CIO

6/22/2004

Date

Approved as to form and legality by the Department of Management Services, General Counsel's Office:

Gerard York

By: Gerard York, General Counsel

6/16/04

Date

Sprint – Florida, Inc.

William M. Beck

By:

6/14/04

Date

Exhibit 1

Sprint	All Cost Shall Be Listed on a Monthly Recurring Cost (MRC) Per-User Basis										May 14-04		Final
Number SUNCOM Users	Data Circuits Termination Router/Firewall	Data Circuits Primary and Secondary	Wireless User Authentication System	Encryption	Wireless Modem	Wireless Modem Insurance	Tiered Wireless Data Airlink Cost*					Public Safety Applications only (NLETS, TBIS, NCIC, CAD)	
							up to 10Mbytes	up to 20Mbytes	up to 30Mbytes	up to 40Mbytes	Unlimited **Option 1 (non-public safety)**	Unlimited **Option 2 public safety only**	
1 to 49	Hayes	Hayes	Hayes	Hayes	Note 1	$4.00	$22.50	$30.00	N/A	$45.00	$60.00	$55.00	
50 to 99	Hayes	Hayes	Hayes	Hayes	Note 1	$4.00	$22.50	$30.00	N/A	$45.00	$60.00	$55.00	
100 to 299	Hayes	Hayes	Hayes	Hayes	Note 1	$4.00	$22.50	$30.00	N/A	$45.00	$60.00	$55.00	
300 to 499	Hayes	Hayes	Hayes	Hayes	Note 1	$4.00	$22.50	$30.00	N/A	$45.00	$60.00	$55.00	
500 to 999	Hayes	Hayes	Hayes	Hayes	Note 1	$4.00	$22.50	$30.00	N/A	$45.00	$60.00	$55.00	
1000 to 2499	Hayes	Hayes	Hayes	Hayes	Note 1	$4.00	$22.50	$30.00	N/A	$45.00	$60.00	$55.00	
2500 to 4999	Hayes	Hayes	Hayes	Hayes	Note 1	$4.00	$22.50	$30.00	N/A	$45.00	$60.00	$55.00	
5000 to 9999	Hayes	Hayes	Hayes	Hayes	Note 1	$4.00	$22.50	$30.00	N/A	$45.00	$60.00	$55.00	
10000 (and over)	Hayes	Hayes	Hayes	Hayes	Note 1	$4.00	$22.50	$30.00	N/A	$45.00	$60.00	$55.00	
Enter Usage Rate Above the Applicable Tier on a Cost/Kbytes Basis ->							**Cost/Kbytes**						

Notes	
Note 1*	All modems including Sierra 550, Airprime PC3200, CF2031 or merlin C201 at no cost to the state, a one time offer during the CDPD migration. Thereafter, the PCS connection cards at regular pricing with a 25% discount.
Option 2	Public safety applications only (NLETS, TBIS, NCIC, CAD). Net pricing $55.00
Option 1	Pricing structure for all non-public safety applications. Net pricing $60.
Hayes	Indicates services billed directly to STO by Hayes Computer Services as part of authentication services.

Wireless Data Services Contract
Amendment Number 1 to Contract # MA4440 between the State of Florida Technology Office and Sprint Florida, Inc.

WHEREAS, an Agreement was entered into between the State of Florida, State Technology Office ("STO" or "Customer") and Sprint Florida, Inc. ("Sprint"), effective on June 22, 2004, wherein Sprint agreed to provide Wireless Data Services.

WHEREAS, in addition to the services provided today there is the need to revise the contract to modify Exhibit 1, to include the following statement: "Under no circumstances shall an end-user be charged more than the unlimited Monthly Recurring Charge (MRC) listed in the "Unlimited Option" column. *All other cost such as the service web page, helpdesk, etc. shall be bundled into the Airlink MRC.";

NOW, THEREFORE, in consideration of the foregoing premises, and of the mutual covenants and conditions herein after set forth, the parties hereto agree as follows:

1. Except as otherwise expressly set forth herein, the terms and conditions contained in the Original Agreement, are unchanged. This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof. This Amendment may not be amended except by the mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

SO AGREED:

W. M. Powell — **Date:** 11/19/04

Mark Powell
Branch Manager
Sprint Florida, Inc.

Approved as to form and Legality:

Gerry York — **Date:** 12/3/04

Gerry York
Assistant General Counsel
State Technology Office

Simone Marstiller — **Date:** 12/7/2004

Simone Marstiller
State Chief Information Officer
State Technology Office

Contract No.: DMS-10/11-008B - Exhibit 6

Sprint. One Sprint. Many Solutions.™

Voice/Data | PCS Wireless | Internet Services | E-Business Solutions | Managed Services

Sprint (August 30-04)		All Cost Shall Be Listed on a Monthly Recurring Cost (MRC) Per-User Basis									Final
Number SUNCOM Users	Data Circuits Termination Router/Firewall	Data Circuits Primary and Secondary	Wireless User Authentication System	Encryption	Wireless Modem	Wireless Modem Insurance	Tiered Wireless Data Cost				**SPRINT unlimited transport for All Applications** including (NLETS, TBIS, NCIC, CAD)
							up to 10Mbytes	up to 20Mbytes	up to 30Mbytes	up to 40Mbytes	Unlimited **Option**
1 to 49	Hayes	Hayes	Hayes	Hayes	Note 1	$4.00	$22.50	$30.00	N/A	$45.00	$55.00
50 to 99	Hayes	Hayes	Hayes	Hayes	Note 1	$4.00	$22.50	$30.00	N/A	$45.00	$55.00
100 to 299	Hayes	Hayes	Hayes	Hayes	Note 1	$4.00	$22.50	$30.00	N/A	$45.00	$55.00
300 to 499	Hayes	Hayes	Hayes	Hayes	Note 1	$4.00	$22.50	$30.00	N/A	$45.00	$55.00
500 to 999	Hayes	Hayes	Hayes	Hayes	Note 1	$4.00	$22.50	$30.00	N/A	$45.00	$55.00
1000 to 2499	Hayes	Hayes	Hayes	Hayes	Note 1	$4.00	$22.50	$30.00	N/A	$45.00	$55.00
2500 to 4999	Hayes	Hayes	Hayes	Hayes	Note 1	$4.00	$22.50	$30.00	N/A	$45.00	$55.00
5000 to 9999	Hayes	Hayes	Hayes	Hayes	Note 1	$4.00	$22.50	$30.00	N/A	$45.00	$55.00
10000 (and over)	Hayes	Hayes	Hayes	Hayes	Note 1	$4.00	$22.50	$30.00	N/A	$45.00	$55.00

Note: Under no circumstance shall a end user be charged more than the amount listed in the unlimited colunmn *All other cost such as the service web page, helpdesk,etc. shall be bundled into the Airlink MRC

Notes	
Note 1*	All modems including Sierra 550, Airprime PC3200, CF2031 or merlin C201 at no cost to the state, a one time offer during the network migration. Thereafter, the PCS connection cards at regular pricing with a 25% discount.
Unlimited Option	All applications including (NLETS, TBIS, NCIC, CAD). May be adjusted per market conditions. Net pricing $55.00
STO Fee	Indicates the $5.00 service fee per user payable to STO
Hayes Authentication	Indicates the $14.00 service per user billed directly to STO by Hayes Computer Services as part of the authentication services.
Internet only	Those agencies accessing the Internet, the fee through Hayes is $5.00 per user

Wireless Data Services
Contract No. MA4440

Amendment No. 2

WHEREAS, this Amendment No. 2 ("Amendment") is made and entered into by and between the State of Florida, Department of Management Services ("DMS" or "Department"), Enterprise Information Technology Services ("EITS"), and Sprint Florida, Inc., ("the Contractor" or "Sprint"), regarding Contract # MA4440, effective June 22, 2004 ("Contract" or "Agreement").

The Department and Sprint hereby agree to amend the Agreement as follows:

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Contract shall have the meanings set forth in the Contract. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of the Amendment shall control.

2. The State of Florida agency formerly known as the State Technology Office (STO) is now known as the Department of Management Services (DMS), Enterprise Information Technology Services (EITS). EITS shall perform all duties and obligations and have the rights of STO as relates to the Agreement. The acronym "EITS" replaces the acronym "STO" throughout the Agreement. The Agreement is hereby amended to change Sprint's entity name and its Federal Tax Identification Number from Sprint-Florida, Inc. (TIN/FEIN: 59-0248365) to Sprint Solutions, Inc. (TIN/FEIN: 47-0882463). All references to "Sprint" or "Sprint Florida, Inc." in the Agreement and previous Amendments are hereby replaced with "Sprint Solutions, Inc." Attachment 2.1 to this Amendment demonstrates Sprint's transition to Sprint Solutions, Inc. and the new TIN/FEIN.

3. Whereas, Sprint and Nextel South Corp., d/b/a Nextel Communications ("Nextel"), separate entities at the time of Wireless Data Contract execution resulting in separate contracts, have officially merged their businesses together. The separate contracts consist of the following Contract #MA4440 and Nextel's contract, Contract #MA5689. Nextel will officially merge Contract #MA5689, which shall include the term and conditions, equipment and services; all under this Agreement (Contract No. MA4440) allowing Contract #MA5689's full line of solutions to be procured under this Agreement. If there exists any inconsistencies between the provisions of this Agreement and the provisions of Contract No. MA5689, the provisions of this Agreement shall control.

4. Sprint Solutions, Inc. will include the following service plans to the Contract:

a.) 3 MB Plan (PDSBKB3VC) - $20.49/per month, which includes any applicable discounts

b.) 5 MB Plan (PDSBKB5VC) - $28.69/per month, which includes any applicable discounts.

5. Exhibit 1 of the Agreement is hereby amended to decrease the unlimited rate plan from $55.00 to $49.99.

6. EITS acknowledges that it will receive billing invoices for Sprint's CDMA products and services and EITS customers will receive direct billing for the Nextel iDEN Products and Services.

7. Except as otherwise expressly set forth herein, the terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as amended previously or amended herein, shall remain in full force and effect.

8. This Amendment shall be effective when executed by both parties.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

Signature: _____ Date: 11/03/06
By: H. Leon Frazier,
Sprint Solutions, Inc.

Approved as to form and legality by the Department of Management Services, General Counsels' Office:

Signature: _____ Date: 1/16/07
By: Gerry York

Signature: _____ Date: 1/26/07
By: Ken Granger, Deputy Secretary
Enterprise Information Technology Services
State of Florida, Department of Management Services

Sprint

Together with NEXTEL

Contract No.: DMS-10/11-008B - Exhibit 6

Sprint Nextel
2001 Edmund Halley Drive
Reston, VA 20191
Office: (703) 433-4347 Fax: (703) 433-4333

H. Leon Frazier
Vice President Public Sector

Attachment 2.1 for Amendment 2
Wireless Data Contract w/ Sprint Solutions, Inc.
Division of State Purchasing
(4 pgs total)

May 3, 2006

Jonathan D. Heaton, FCCM
Purchasing Analyst
Information Technology Team
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way
Tallahassee, FL 32399

Dear Mr. Heaton:

As you know, Sprint Florida provides wireless data services to the State and its authorized users under Contract No. MA4440. Sprint Florida (now Embarq Florida, Inc.) is an affiliate of Sprint Solutions (Sprint). Both companies maintain their principal address at 6500 Sprint Parkway, Overland Park, KS 66251 (*see* Attachment A).

As part of the Sprint Nextel merger, Sprint Nextel agreed to spin off its affiliated local phone companies. The spinoff will occur on or about May 17, 2006. This means your wireless data contract will be managed and implemented by Sprint. Sprint actually manages and maintains the wireless infrastructure that is currently used to provide your wireless data services. Thus, the State will continue to receive the high quality of service that it enjoys today under the contract.

Sprint and Embarq request, therefore, that the State change the name on the wireless data contract to Sprint Solutions, Inc. Our tax I.D. number is 47-0882463. As the Vice President of the Public Sector Group, I will be responsible for signing contract documents related to this contract in the future. Mr. Mark Powell executed the original Agreement on behalf of Embarq.

If you have any questions, feel free to contact your Sprint Nextel Account Team.

Sincerely,

H. Leon Frazier
Vice President, Public Sector

Attachment

Concurrence:

Mark Powell
General Sales Manager
Embarq

2005 SEP 14 AM 10: 18
DESK

September 1, 2005

263904 944 618 S

Dms-ofc Of Secretary
4050 Esplanade Way Ste 4050
Tallahassee, FL 32399-7016

Dear Valued Business Customer:

By now you have probably seen the news reports about the merger between Sprint and Nextel. We expect this information leads you to one critical question:

How does this merger affect my business?

We are happy to report that the prospects are all positive. Specifically, we want to highlight the following points to reassure you about this merger of two of the communication industry's leading product and service providers:

1) Most importantly, ***you can continue to rely on the same high quality Sprint local service and communications technology you currently enjoy. And, it will continue to be provided by the same competent local Sprint professionals you have come to know and trust.*** That means a familiar voice will answer your service calls, a familiar face will arrive for service and installation visits, and a familiar handshake will greet you each time you meet with a sales representative.
2) The power of the combined companies ensures that you will continue to have immediate and seamless access to ***a broad range of the latest technology, expertise and services available.***
3) A broader range of products and services offers you ***a wider array of choices*** to consider in best meeting your unique technology and communications needs.

Even though you may have seen a new Sprint logo, you will also continue to see the familiar red brand on your bill and around town. Remember, ***your Sprint local service and Sprint local service professionals have not changed.*** Yet, your communications options are improving. We hope this information gives you confidence that the merger between Sprint and Nextel promises the best of both for everyone!

If you have any additional questions about what this merger means for you and your business, please visit us online at www.sprint.com/localbusiness, call toll-free at 1-800-786-6272 or contact your local sales representative.

We look forward to continuing business as usual with you, our valued business customer.

Sincerely,

Tom McEvoy

Tom McEvoy
President, Business Markets

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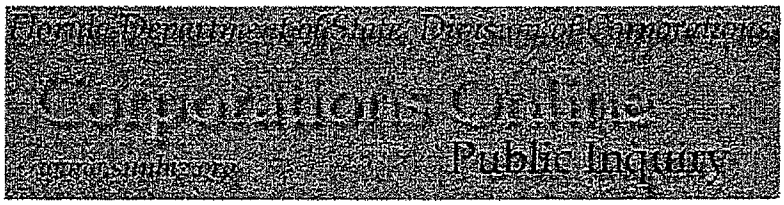

Foreign Profit

SPRINT SOLUTIONS, INC.

PRINCIPAL ADDRESS
6500 SPRINT PARKWAY
OVERLAND PARK KS 66251
Changed 04/14/2004

MAILING ADDRESS
6500 SPRINT PARKWAY
HL-5ASTX
OVERLAND PARK KS 66251
Changed 04/14/2004

Document Number	FEI Number	Date Filed
F02000004082	470882463	08/12/2002
State	**Status**	**Effective Date**
DE	ACTIVE	NONE

Registered Agent

Name & Address
CORPORATION SERVICE COMPANY 1201 HAYS STREET TALLAHASSEE FL 32301-2525

Officer/Director Detail

Name & Address	Title
HILL, CHRISTIE A 2001 EDMUND HALLEY DRIVE RESTON VA 20191	S/D
KELLY, TIMOTHY 6200 SPRINT PARKWAY OVERLAND PARK KS 66251	P
LINDAHL, RICHARD 2001 EDMUND HALLEY DR	T

RESTON VA 20191	
BEGEMAN, GARY 2001 EDMUND HALLEY DR RESTON VA 20191	D
BESHEARS, MARK V 6500 SPRINT PARKWAY OVERLAND PARK KS 66251	VP

Annual Reports

Report Year	Filed Date
2004	04/14/2004
2005	01/26/2005
2006	04/25/2006

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04/14/2004 -- ANNUAL REPORT
02/13/2003 -- ANNUAL REPORT
08/12/2002 -- Foreign Profit

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Corporations Inquiry | Corporations Help

Sprint
Together with NEXTEL

Sprint Nextel
2001 Edmund Halley Drive
Reston, VA 20191
Office: (703) 433-4347 Fax: (703) 433-4333

Contract No.: DMS-10/11-008B - Exhibit 6

H. Leon Frazier
Vice President Public Sector

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(4 pgs total)

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Jonathan D. Heaton, FCCM
Purchasing Analyst
Information Technology Team
Division of State Purchasing
Florida Department of Management Services
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If you have any questions, feel free to contact your Sprint Nextel Account Team.

Sincerely,

H. Leon Frazier
Vice President, Public Sector

Attachment

Concurrence:

Mark Powell
General Sales Manager
Embarq

2005 SEP 14 AM 10: 18
FRONT DESK

September 1, 2005

263804 944 618 5
Dms-ofc Of Secretary
4050 Esplanade Way Ste 4050
Tallahassee, FL 32399-7016

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We look forward to continuing business as usual with you, our valued business customer.

Sincerely,

Tom McEvoy

Tom McEvoy
President, Business Markets

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Florida Department of State, Division of Corporations

Corporations Online

www.sunbiz.org Public Inquiry

Foreign Profit

SPRINT SOLUTIONS, INC.

PRINCIPAL ADDRESS
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OVERLAND PARK KS 66251
Changed 04/14/2004

MAILING ADDRESS
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Registered Agent

Name & Address
CORPORATION SERVICE COMPANY 1201 HAYS STREET TALLAHASSEE FL 32301-2525

Officer/Director Detail

Name & Address	Title
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KELLY, TIMOTHY 6200 SPRINT PARKWAY OVERLAND PARK KS 66251	P
LINDAHL, RICHARD 2001 EDMUND HALLEY DR	T

RESTON VA 20191	
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BESHEARS, MARK V 6500 SPRINT PARKWAY OVERLAND PARK KS 66251	VP

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Corporations Inquiry Corporations Help

#BSG0706-0298

Wireless Data Services, Contract No. MA4440
With Sprint Solutions, Inc.

Amendment No. 3

Term Renewal

THIS AMENDMENT (number 3) ("Amendment") is made and entered into by and between the Department of Management Services, Enterprise Information Technology Services ("EITS" or "Customer") and Sprint Solutions, Inc., ("the Contractor" or "Sprint"), for attachment to Contract # MA4440 ("Contract" or "Agreement"), original effective June 22, 2004.

The Parties agree that the "Term" of this Contract shall be renewed for an additional thirty-six (36) months commencing upon June 22, 2007 and ending on June 21, 2010 unless extended, cancelled or terminated as provided herein or the terms and conditions of the Agreement.

The Customer and Contractor hereby agree to amend the Agreement as follows:

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.
2. The discount structure (the "Discounts") available to authorized purchasers under the Agreement is hereby revised to provide a Discount for Nextel iDEN and Sprint CDMA service of 25% with a 1% administrative fee paid back to the State, netting an effective discount of 24% to authorized purchasers. All existing Nextel iDEN users under the Agreement will receive the Discounts within a maximum of sixty (60) days (the "Implementation Period"). The State acknowledges and agrees that no credits will be issued to compensate for the difference in Discounts during the Implementation Period.

   Per Section 2.3 eProcurement Transaction Fee of the Agreement, Sprint agrees to pay a 1% transaction fee ("Transaction Fee") to EITS. The Transaction Fee will be paid monthly on all Sprint CDMA data monthly recurring costs and Nextel iDEN data monthly recurring costs.

   Sprint agrees to pay a $5.00 administration fee ("Admin Fee") to EITS. The Admin Fee will be paid monthly on all active Nextel iDEN BlackBerry devices, Sprint CDMA BlackBerry devices and Sprint CDMA PDA devices ("Active Units(s)") on the Agreement.

   Sprint will include the service plans outlined in Attachment A in the Agreement.

3. The Parties also agree that the Department shall benefit from any technical improvements or any software based revisions for the services offered by the Contractor throughout the Renewal Contract Term. The Parties agree that any price decrease to any similarly situated Florida state government customer effectuated during the Renewal Contract Term by reason of market change or volume or services shall be passed on to the Department; however, price increases for any reason are prohibited. Notwithstanding the foregoing, the Customer's Admin and/or Transaction Fee shall not be considered when determining price decreases. The Contractor agrees that any and all sales promotions that may occur during the Contract Term that result in lower prices for goods, shall be honored to the Department and shall be contained on the invoice.
4. The Department, by written notice to the Contractor, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so.

The Contractor shall not furnish any goods or perform any services after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Department will provide the Contractor with a thirty-day notification of such termination for convenience. At the expiration, termination, or cancellation of the Term, the Department has the sole option of continuing the Contract on a month to month basis under the rates as established in the exhibits under this Contract.

5. Contractor acknowledges that the Department is considering a "Converged Wireless Services" ITN/RFP and agrees that the Department may terminate the existing services (given upon successful procurement of the new contract) provided under this renewal awarded contract at any time with no termination liability charges. End-Users customers will be allowed to migrate within 30 days to the new contract without any penalty.
6. The terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as may have been amended previously or amended herein, shall remain in full force and effect.
7. This Amendment shall be effective on the indicated date contained herein and when executed by both parties.

In witness whereof, and intending to be bound hereby, the parties affix their signatures to this Amendment.

Signature: _____ Date: 6/20/07
By: Michaela Clairmonte
Manager, Contracts Negotiations & Management
Sprint

Approved as to form and legality by the Department of Management Services, General Counsels' Office:

Signature: _____ Date: 6/21/07
By: ~~Gerry York~~ Tim Horkan

Signature: _____ Date: 6-21-07
By: Terry Kester, Deputy Secretary
Enterprise Information Technology Services
State of Florida, Department of Management Services

Sprint — Approved as to Legal Form
HRF — 20 Jun 2007

APPROVED
SPRB
For CTC
6/20/2007

ATTACHMENT A
WIRELESS SERVICES TERM AND VOLUME DISCOUNT

1. GOVERNMENT DISCOUNT PROGRAM ("GDP").

1.1 **Effective Date of Discounts.** For new "Active Units" (defined as an active piece of wireless Product that Customer enrolls in a Business Plan under the Agreement), the discounts below apply as of the Commencement Date. For Active Units activated prior to the Commencement Date under pre-existing agreement(s) between Sprint and Customer, Sprint will apply the discounts below no later than 60 days after the Commencement Date.

1.2 **Government Discount**. The Government Discount, described in the table below, is a percentage discount off the eligible monthly recurring charges ("MRCs") charged for Customer-Liable Active Units.

Network	Government Service Pricing Discount	Individual-Liable Service Pricing Discount
Sprint National Network and Nextel National Network	25%	15%

1.3 **How Calculated.** Service Pricing Discounts apply to eligible MRCs before taxes and surcharges and after calculation of all other discounts, rebates, service credits or other account credits. Eligible MRCs are defined in the applicable pricing attachment. Service Pricing Discounts apply to all Business Plans listed in this Agreement and to certain promotional rate plans offered by Sprint on a limited time basis. Additional pricing discount business rules are found in the attached Business Plans & Policies.

1.4 **Prices and Promotions.** Prices listed in this Agreement do not reflect the application of any promotions, special offers, or discounts, including Customer's discount under the GDP, and may not apply if a third party sales agent is involved in the transaction in any way. Sprint promotional discounts and limited time offers may not be available with certain Plans at Sprint's sole discretion. If Customer uses a promotional Product or Service, the promotional terms will control over any conflicting terms of this Agreement for that Product or Service until the promotion expires or is withdrawn.

1.5 **Eligibility**. Only Active Units that are included in Customer'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. Customer's contractors, suppliers, and any non-government, non-authorized agencies working with Customer are not eligible for the Government Discount.

2. EMPLOYEE DISCOUNT PROGRAM.

2.1 **Eligible Employees.** New and existing Employee (or Individual-Liable) Active Units may receive the Individual-Liable Service Pricing Discount in the table above. The Individual-Liable Service Pricing Discount is contingent upon the Employee signing Sprint's consumer subscriber agreement and providing satisfactory evidence of employment to Sprint. Customer and Sprint will agree on methods for employment verification. Upon termination of this Agreement for any reason, or upon the Employee's termination of employment with Customer, Sprint may cease applying the Individual-Liable Service Pricing Discount. Except for the Individual-Liable Service Pricing Discount, Individual-Liable Active Units are subject to the terms and conditions in the consumer subscriber agreement.

2.2 **Communications.** Customer and Sprint will agree on processes for Sprint to present promotional offers and sell to Employees. Sprint may, with Customer's consent, install a link (via the Internet or Intranet) to a Sprint website to give Employees access to information on Sprint Products and Services. Customer and Sprint will agree on the content of such messages.

3. WIRELESS DEVICE PURCHASE DISCOUNTS AND UPGRADE TERMS.

3.1 **Wireless Device Purchase Discount.** New Customer-Liable Active Units are eligible for a minimum 39% discount off of the "one year net price," defined as the suggested retail price less $75.00. The devices offered with this discounted price may change at any time in Sprint's sole discretion. This discounted device offer may not be available in all sales channels.

3.2 **Upgrade Terms.** Existing Customer-Liable Active Units may be upgraded or replaced after 12 months of continuous service at the discounted device price identified in Section 3.1 above. Otherwise, the suggested retail price will apply.

4. ACTIVATION FEES. Sprint will waive the nonrefundable activation fee of $36 for each Customer account hierarchy. Activation fees for Individual-Liable Active Units are governed by Sprint's consumer subscriber agreement.

ATTACHMENT A-1

NEXTEL NATIONAL NETWORK BUSINESS PLANS & POLICIES

1. PROVISION OF NEXTEL PRODUCTS AND SERVICES.

1.1 This Attachment A-1 applies only to Nextel Products and Services operating on the Nextel National Network. The entities identified below provide the Nextel Services listed in the Agreement:

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

1.2 **NEXTEL PARTNERS**. Billing for Nextel Partners markets may be separate from billing in Nextel markets.

2. NEXTEL SERVICE PRICING DISCOUNTS. In addition to the Nextel Services listed in this Attachment and promotional rate plans, which Sprint may offer on a limited-time basis, the Government Discount Program will apply to eligible Nextel Services priced at $10 or more per month unless the rate plan specifies otherwise.

2.1 **Eligible Nextel Services**: Data bundles (without third party applications), BlackBerry, Nationwide Walkie-Talkie, International Walkie-Talkie, Group Walkie-Talkie, Talkgroup, SMS, NOL Dial-up, Mobile E-mail Enhanced, Mobile Admin Package, Mobile Locator, WiFi, and PC Access, and the following grandfathered services: Public IP Address, Total Connect, Packet stream, Power Apps, Americas Connect, and specific Nextel voice and data services relating to IDC/NDC/LD/ILD/N&W/Nextel World Wide/two-way or MMS text messages.

2.2 **Ineligible Nextel Services**: All third party applications and data bundles that include third party applications.

2.3 **NEXTEL BLACKBERRY SERVICE PLANS**

A. Customer'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 Customer before Customer 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 Customer.

B. Sprint did not manufacture the Blackberry products and is not responsible for any defects or for the acts or omissions of the manufacturer, RIM. The only warranties on Customer's Blackberry products are any limited warranties offered by RIM directly to Customer.

C. BlackBerry Plans can only be activated on a BlackBerry device.

D. Monthly Recurring Charges

Nextel Blackberry Service Plans	**BlackBerry Unlimited Email and Web Plan**
MRC	**$33.99 Net of all discounts**
Data Services in MB, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand ("MBB"), Phone As Modem	Unlimited - Email, Internet/Browsing, Data Mobile BroadBand and Tether Phone As Modem
Overage per Kilobyte	Not Applicable

(1) Voice minutes and long distance rates apply to Customers without a voice plan. Voice Minutes with Long Distance are $0.40/per minute.
(2) Additional charges apply for messaging service.

2.4 BlackBerry Enterprise Server ("BES") Software and Client Access License ("CAL") – Electronic Delivery

(1) **Table 1**

BES Software & Additional CALs	
BES Software	Non Recurring Charge
20 Users BES Software v. 4.1 - Includes 20 CALs	$3,200
1 User BES Software v. 4.1 - 1 Includes 1 CAL	$2,299
Additional CALs	Non Recurring Charge
BES CAL - 1 License	$74
BES CAL - 5 Licenses	$329
BES CAL - 10 Licenses	$549
BES CAL - 50 Licenses	$2,599
BES CAL - 100 Licenses	$4,799
BES CAL - 500 Licenses	$22,599
BES CAL - 1,000 Licenses	$41,499

(a) BES Software supports Microsoft Exchange, IBM Lotus Domino, and Novell Groupwise.
(b) BES Software includes CAL(s) equal to the number of supported users.
(c) BES Software charges do not include server hardware.

(2) Table 2

Small Business Edition ("SBE")	
BES Software	Non Recurring Charge
SBE BES Software v. 4.1 – Includes 5 CALs; supports up to 15 users	$749
Additional CALs	Non Recurring Charge
SBE BES CAL - 1 License	$74
SBE BES CAL - 5 Licenses	$329
Other	Non Recurring Charge
SBE to Full BES Product Upgrade	$2,299

(a) SBE BES Software supports Microsoft Exchange, IBM Lotus Domino, and Novell Groupwise.
(b) SBE BES Software includes CAL(s) equal to the number of supported users.
(c) SBE BES Software subject to a 15 user maximum.
(d) SBE BES Software charges do not include server hardware.

(3) Table 3

BES Secure/Multipurpose Internet Mail Extensions ("S/MIME") CAL for Microsoft Exchange	Non Recurring Charge
BES S/MIME CAL - 1 License	$139
BES S/MIME CAL - 5 Licenses	$639
BES S/MIME CAL - 10 Licenses	$960
BES S/MIME CAL - 50 Licenses	$3,999
BES S/MIME CAL - 100 Licenses	$6,999
BES S/MIME CAL - 500 Licenses	$27,499
BES S/MIME CAL - 1,000 Licenses	$39,999

(4) Table 4

Version Upgrades	Non Recurring Charge
BES Software 4.1 - Version Upgrade	$699

(a) Upgrades available for Microsoft Exchange, IBM Lotus Domino, and Novell Groupwise.

(5) **Technical Support** - Tx0 technical support is included with all new BES Software sales for a period of 60 days after purchase. Technical support does not include handheld or network support and is not available with BES upgrades. Rates for Tx1 to Tx5 technical support are available through your Sprint Account Representative.

2.5 NEXTEL DATA ACCESS PLANS

A. Nextel Data Access Plans provide basic data access via the Nextel National Network (using iDEN technology). Voice plan not required. Customer Premise Equipment ("CPE"), installation, Managed Network Services ("MNS") and break/fix support are not included. Customers with only Sprint PCS Products and Services are not eligible for Nextel Data Access Plans.

B. **Charges. The following charges apply to the plan:**

Nextel Data Access Plans	Plan Size (MB)		
	2	5	10
MRC	$8.50	$11.50	$16.50
Overage	$0.001	$0.001	$0.001

(1) Overage rate is per KB.
(2) The service pricing discount applies to all three plans.
(3) Nextel Data Access Plan activations are not eligible for service credits, wireless device discounts, or rebates.

3. **NEXTEL ACCESSORY DISCOUNTS.** Customer-Liable Active Units will receive a standard promotional discount off the national retail price for Nextel accessories. Customers may choose any limited-time promotional discounts available at the time of purchase (after meeting eligibility requirements) instead of the standard promotional discount for the purchase of Nextel accessories.

ATTACHMENT A-2

SPRINT PCS SERVICES BUSINESS PLANS & POLICIES

1. **PROVISION OF SPRINT PCS PRODUCTS AND SERVICES**. Sprint Spectrum L.P. provides the Sprint PCS Products and Services operating on the Nationwide Sprint PCS® Network listed in the Agreement. All terms and conditions in this Attachment only refer to Sprint PCS Active Units operating on the Nationwide Sprint PCS Network.

2. **SPRINT PCS AFFILIATES**. Pricing in this Attachment may not be available to Active Units activated in Sprint PCS Affiliate Markets.

2.1 SPRINT PCS CONNECTION CARD PLANS

MRC	$39.99	$44.99 Net of all Discounts
Data Services in Megabytes ("MB")	40MB	Unlimited
Overage per kilobyte	$0.001/KB	Not Applicable
Monthly Maximum Charge (KBs of usage become unlimited after the maximum during the monthly usage period)	$99.99	Not Applicable
Voice Calls, including long distance (if card is capable)	$0.20 per minute	$0.20 per minute

Note 1 - All pricing and available MBs are the same whether Active Units use the Sprint Mobile Broadband (EV-DO) network or the Sprint PCS Vision (1xRTT) network. Sprint Mobile Broadband coverage is not available everywhere and requires a Sprint Mobile Broadband-compatible connection card. Where the Sprint Mobile Broadband network is available and a Sprint Mobile Broadband-compatible connection card is used, Active Units will first attempt to connect to the Sprint Mobile Broadband network, then default to the Sprint PCS Vision network depending on coverage and network availability.

2.2 Connection cards are currently available at no cost for new and upgraded activations. These offers are on select connection cards and may not always be available in the market. Please see account representative for current offerings.

2.3 SPRINT PCS DATA ACCESS PLANS

A. Sprint PCS Data Access plans provide simple access to the Sprint PCS® Nationwide Network (using CDMA technology). Customer Premise Equipment ("CPE"), installation, Managed Network Services ("MNS") and break/fix support are not included. Customer may purchase these Services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Customers with only Nextel Products and Services are not eligible for Sprint PCS Data Access Plans.

B. Charges. The following charges apply to the plan:

Sprint PCS Data Access Plans	Plan Size (MB)			
	0	5	300	Unlimited
MRC	$7	$25	$75	$100
Overage per KB	$0.004	$0.002	$0.0005	Not Applicable
Monthly Maximum Charge (KBs of usage become unlimited after the maximum during the monthly usage period)	$300	$300	$300	Not Applicable

(1) Customer's monthly charges under the plan are subject to a monthly cap composed of Customer's MRC and any overage charges incurred by Customer. If Customer's total monthly charges meet the monthly cap for three consecutive months, Sprint may transfer Customer to another Business Plan.

(2) Sprint PCS Data Access Plan activations are not eligible for service credits, wireless device discounts, or rebates.

2.4 SPRINT BLACKBERRY SERVICE PLAN

A. Customer'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 Customer before Customer 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 Customer.

B. Sprint Vision services are not supported on the Blackberry 7750 device.

C. Sprint did not manufacture the Blackberry products and is not responsible for any defects or for the acts or omissions of the manufacturer, RIM. The only warranties on Customer's Blackberry products are any limited warranties offered by RIM directly to Customer.

D. Monthly Recurring Charges ("MRCs"):

Sprint PCS BlackBerry Plans	**BlackBerry Unlimited Email and Web Plan**
MRC	**$33.99 Net of all discounts**
Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand ("MBB"), Phone As Modem	Unlimited - for Email, Internet/Browsing, Data Mobile BroadBand and Tether Phone As Modem
Overage per Kilobyte	Not Applicable
Voice Rate	$0.20 per minute
Long Distance Rate	Additional $0.20 per minute

(1) Voice Minutes with Long Distance are $0.40/per minute.

(2) Additional charges apply for messaging service.

2.5 BlackBerry Enterprise Server ("BES") Software and Client Access License ("CAL") – Electronic Delivery

(3) Table 1

BES Software & Additional CALs	
BES Software	**Non Recurring Charge**
20 Users BES Software v. 4.1 - Includes 20 CALs	$3,200
1 User BES Software v. 4.1 - Includes 1 CAL	$2,299
Additional CALs	**Non Recurring Charge**
BES CAL - 1 License	$74
BES CAL - 5 Licenses	$329
BES CAL - 10 Licenses	$549
BES CAL - 50 Licenses	$2,599
BES CAL - 100 Licenses	$4,799
BES CAL - 500 Licenses	$22,599
BES CAL - 1,000 Licenses	$41,499

(a) BES Software supports Microsoft Exchange, IBM Lotus Domino, and Novell Groupwise.
(b) BES Software includes CAL(s) equal to the number of supported users.
(c) BES Software charges do not include server hardware.

(4) Table 2

Small Business Edition ("SBE")	
BES Software	**Non Recurring Charge**
SBE BES Software v. 4.1 – Includes 5 CALs; supports up to 15 users	$749
Additional CALs	**Non Recurring Charge**
SBE BES CAL - 1 License	$74
SBE BES CAL - 5 Licenses	$329
Other	**Non Recurring Charge**
SBE to Full BES Product Upgrade	$2,299

(a) SBE BES Software supports Microsoft Exchange, IBM Lotus Domino, and Novell Groupwise.
(b) SBE BES Software includes CAL(s) equal to the number of supported users.
(c) SBE BES Software subject to a 15 user maximum.
(d) SBE BES Software charges do not include server hardware.

(5) Table 3

BES Secure/Multipurpose Internet Mail Extensions ("S/MIME") CAL for Microsoft Exchange	**Non Recurring Charge**
BES S/MIME CAL - 1 License	$139
BES S/MIME CAL - 5 Licenses	$639
BES S/MIME CAL - 10 Licenses	$960
BES S/MIME CAL - 50 Licenses	$3,999
BES S/MIME CAL - 100 Licenses	$6,999
BES S/MIME CAL - 500 Licenses	$27,499
BES S/MIME CAL - 1,000 Licenses	$39,999

(6) Table 4

Version Upgrades	**Non Recurring Charge**
BES Software 4.1 - Version Upgrade	$699

(a) Upgrades available for Microsoft Exchange, IBM Lotus Domino, and Novell Groupwise.

(7) **Technical Support** - Tx0 technical support is included with all new BES Software sales for a period of 60 days after purchase. Technical support does not include handheld or network support and is not available with BES upgrades. Rates for Tx1 to Tx5 technical support are available through your Sprint Account Representative.

2.6 SPRINT GOOD™ MOBILE MESSAGING SERVICE PLAN

E. Table A – Monthly Recurring Charges ("MRCs").

Plans used for PDA's, Smartphone, i.e. Treo's or Motorola Q's	Unlimited Plan
MRC	$33.99 Net of all Discounts
Data Services in MBs	Unlimited
Phone As Modem	Included
Overage per Kilobyte	Not Applicable
Voice Rate per minute	$0.20 per minute
Long Distance Rate per minute	Additional $0.20 per minute

(1) MRC includes data access options.
(2) Text messaging, picture mail, Multi-Media Messaging Service, and Sprint TV not included.
(3) Voice Minutes with Long Distance are $0.40/per minute.

F. Table B – Non Recurring Charges ("NRCs"). Sprint Good™ Mobile Messaging requires Customer's purchase of a Good™ Mobile Messaging Server and Client Access License ("CAL") pack(s) as follows:

NRCs:	
Good™ Mobile Messaging Server	$1,500
Single CAL	$99 per Corporate-Liable Active Unit
5- Pack CAL	$429
10- Pack CAL	$699
50- Pack CAL	$3,299
100- Pack CAL	$5,999
500- Pack CAL	$27,499

(1) As an example, to purchase a 25 pack CAL, Customer will purchase two 10-pack CALs and a 5-pack CAL.

Amendment No. 04

THIS AMENDMENT to the Wireless Data Services Contract, MA4440 contract effective June 22, 2004 ("Contract"), is entered into as of the last date signed below, by and between the parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and Sprint Solutions, Inc. ("Contractor").

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and,

WHEREAS, the Parties wish to amend the Contract to allow for a lower Sprint PCS connection card unlimited rate plan and change the contract number,

THEREFORE, in consideration of the foregoing premises, pricing and other adjustments offered below and of the mutual covenants and conditions hereinafter set forth, the Parties hereto agree that the Contract shall be amended as follows:

1. The Department hereby amends the contract number to reflect the standard Department numbering system, from MA4440 to DMS 03/04-063.
2. **Amendment No. 3, Attachment A-2, Section 2.1 Sprint PCS Connection Card Plans.** The Wireless Data Card Monthly Recurring Charges net of all discounts ("Data Card Discount"), as outlined below, will replace Section 2.1 of the Agreement in its entirety.

SPRINT PCS CONNECTION CARD PLANS

MRC	$39.99	$40.99 Net of all Discounts
Data Services in Megabytes ("MB")	40MB	Unlimited
Overage per kilobyte	$0.001/KB	Not Applicable
Monthly Maximum Charge (KBs of usage become unlimited after the maximum during the monthly usage period)	$99.99	Not Applicable
Voice Calls, including long distance (if card is capable)	$0.20 per minute	$0.20 per minute

Note 1 - All pricing and available MBs are the same whether Active Units use the Sprint Mobile Broadband (EV-DO) network or the Sprint PCS Vision (1xRTT) network. Sprint Mobile Broadband coverage is not available everywhere and requires a Sprint Mobile Broadband-compatible connection card. Where the Sprint Mobile Broadband network is available and a Sprint Mobile Broadband-compatible connection card is used, Active Units will first attempt to connect to the Sprint Mobile Broadband network, then default to the Sprint PCS Vision network depending on coverage and network availability.

3. All existing CDMA users under the Agreement will receive the Data Card Discounts within a maximum of sixty (60) days from execution of this Amendment by both Parties (the "Implementation Period"). Customer acknowledges and agrees that no credits will be issued to compensate for the difference in discounts during the Implementation Period.

This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

Amendment No. 04

All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof. This Amendment may not be amended except by the mutual written agreement of the Parties.

SO AGREED by the parties' authorized representatives on the dates noted below:

STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES

By: Linda H. South, Secretary — Date: 11-7-07

Approved as to form and legality by
the Department's General Counsel's Office:

By: — Date: 11/05/07

Sprint Solutions, Inc. (Sprint):

By: Michaela Clairmonte — Date: November 1, 2007
Its: Manager, Contract Negotiations & Management

Sprint Ref: #BSG0710-0206

Sprint — Approved as to Legal Form
HRF — 25 Oct 2007

Amendment No. 5
Wireless Data Services Contract
DMS 03/04-063
(BSG0906-0616)

Amendment No. 05 (this "Amendment) to the Wireless Data Services Contract #DMS 03/04-063 effective June 22, 2004 ("Contract"), is entered into as of the last date signed below, by and between the parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and Sprint Solutions, Inc. ("Contractor").

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and,

THEREFORE, in consideration of the foregoing premises, pricing and other adjustments offered below and of the mutual covenants and conditions hereinafter set forth, the Parties hereto agree that the Contract shall be amended as follows:

1. **The Contract is amended by deleting the second and third paragraphs in Amendment No. 3, Section 2 and replacing with the paragraphs below. The remainder of Amendment No. 3, Section 2 will remain unchanged.**

   A. Per Section 2.3 eProcurement Transaction Fee of the Contract, Contractor agrees to pay a 1% transaction fee ("Transaction Fee") to the Department. The Transaction Fee will be paid monthly on all Sprint CDMA data monthly recurring costs and Nextel iDEN data monthly recurring costs. The service pricing included in the Contract is inclusive of the Transaction Fee.

   B. Contractor agrees to pay a $0.83 administration fee ("Admin Fee") to the Department. The Admin Fee will be paid monthly on all active Nextel iDEN BlackBerry devices, Sprint CDMA BlackBerry devices and Sprint CDMA PDA devices ("Active Units(s)") on the Contract. The service pricing included in the Contract is inclusive of the Admin Fee.

2. **The Contract is amended by deleting Amendment No. 3, Attachment A-1, Section 2.3 ("Nextel BlackBerry Service Plans") in its entirety and replacing as follows:**

   2.3 NEXTEL BLACKBERRY SERVICE PLANS

   A. Customer'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 Customer before Customer 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 Customer.

   B. BlackBerry Business Plans can only be activated on a BlackBerry device.

   C. Monthly Recurring Charges

	BlackBerry Unlimited Email and Web Plan
Monthly Recurring Charge ("MRC")	**$33.99 NET OF ALL DISCOUNTS**
Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand ("MBB"), Phone As Modem	Unlimited
Overage per Kilobyte	Not Applicable

   (1) Unless Customer adds a voice Business Plan that includes voice calls and long distance calls to the above BlackBerry data Business Plans, Customer will be charged $.06/minute for voice calls placed inside the State of Florida plus $.25/minute for usage outside of the State of Florida.

   (2) Additional charges apply for messaging service.

3. **The Contract is amended by deleting Amendment No. 4, Attachment A-2, Section 2.1 ("Sprint PCS Connection Card Plans") in its entirety and replacing as follows.**

Monthly Recurring Charge ("MRC")	$30.39 NET OF ALL DISCOUNTS	$33.99 NET OF ALL DISCOUNTS	$35.99 NET OF ALL DISCOUNTS	$37.99 NET OF ALL DISCOUNTS	$39.99 NET OF ALL DISCOUNTS
Maximum Amount of Data Usage	40 MB	250 MB	500 MB	5GB	Unlimited
Additional data usage above Maximum amount	$.001 per KB	$.05 per MB	$.05 per MB	$.05 per MB	N/A
Data Pooling	Not Included	Included*	Included*	Not Included	Not Included

* Plans only pool with other plans of similar MRC and Data Inclusion.

A. All pricing and available MBs are the same whether Customer-Liable Active Units use the Sprint EVDO network or the Sprint 1xRTT network. Wireless EVDO coverage is not available everywhere and requires an EVDO-compatible connection card. Where the Sprint EVDO network is available and an EVDO-compatible connection card is used, Customer-Liable Active Units will first attempt to connect to the EVDO network, and then default to the Sprint 1xRTT network depending on coverage and network availability.

4. **The Contract is amended by deleting Amendment No. 3, Attachment A-2, Section 2.4 ("Sprint BlackBerry Service Plans") in its entirety and replacing as follows:**

2.4 SPRINT BLACKBERRY SERVICE PLAN

A. Customer'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 Customer before Customer 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 Customer.

B. BlackBerry Business Plans can only be activated on a BlackBerry device.

C. Monthly Recurring Charges

	BlackBerry Unlimited Email and Web Plan
Monthly Recurring Charge ("MRC")	$33.99 NET OF ALL DISCOUNTS
Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand ("MBB"), Phone As Modem	Unlimited
Overage per Kilobyte	Not Applicable

(1) Unless Customer adds a voice Business Plan that includes voice calls and long distance calls to the above BlackBerry data Business Plans, Customer will be charged $.06/minute for voice calls placed inside the State of Florida plus $.25/minute for usage outside of the State of Florida.

(2) Additional charges apply for messaging service.

5. The Parties agree to use the Equipment Change Request Form ("Equipment Form"), attached hereto as Exhibit A, for equipment changes under the Contract. Equipment changes are contingent upon Department approval of each Equipment Form. The Department reserves the right to make reasonable edits to the Equipment Form as needed by notifying the Contractor in writing.

6. All existing subscribers under the Contract will be eligible to receive the service pricing outlined above within a maximum of sixty (60) days from execution of this Amendment by both Parties (the "Implementation Period"). The Department acknowledges and agrees that no credits will be issued to compensate for the difference in discounts during the Implementation Period.

7. This Amendment is an integral part of and modifies the Contract. The terms used herein which are defined or specified in the Contract shall have the meanings set forth in the Contract. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Contract, the provisions of this Amendment shall control.

8. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof. This Amendment may not be amended except by the mutual written agreement of the Parties.

SO AGREED by the parties' authorized representatives on the dates noted below:

STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES:

By: Linda H. South, Secretary Date 8/26/09

Approved as to form and legality by
the Department's General Counsel's Office:

By: Date: 8/13/09

SPRINT SOLUTIONS, INC. (SPRINT):

By: Michaela Clairmonte Date: 8/24/2009
Its: Manager, Contract Negotiations & Management

Sprint Ref: # BSG0906-0616

Approved by
Public Sector Legal
as to legal form
HRF 8/18/09

APPROVED
SRB
DB/PJM
8/20/09

EXHIBIT A

Equipment Change Request Form

Wireless Data
Services - Equipment

Department of Management Services

Communications and Information Technology Services
4030 Esplanade Way, Suite 115
Tallahassee, Florida 32399-0950
Tel: 850.487-9971
Fax: 850.922.5162
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

Complete and submit this "Wireless Data Services - Equipment Change Request Form" PRIOR TO adding new wireless data services equipment to the Wireless Data contract. This change request form will only apply to BlackBerrys, Smartphones, PDAs and Aircards equipment units. ALL equipment changes must be approved by the DMS-CITS Product Management & Contract Manager before being added to the Wireless Data Services contract. Submit to: **Raghib Qureshi (raghib.qureshi@dms.myflorida.com)** and cc: **Jon Yeaton (jon.yeaton@dms.myflorida.com)**. Please attach any required additional documentation (i.e. spec sheets) when submitting this form.

Equipment Change Request Form

Company: _____ Contract No.: _____

Address: _____ Contract Expiration Date: _____

City: _____ Request Date: _____

State: _____ Zip Code: _____ Phone No.: _____

Contact: _____ Email: _____

Contract Manager Signature of Approval:

_____
Signature Date

Model No. (if applicable)	Category (Equipment Name)	Add/Update/ Change	List Price	Flat Disc.	% Disc.	Final Contract Price

Amendment No. 6
Wireless Data Services Contract
DMS 03/04-063
(BSG1004-0276)

Amendment No. 06 (this "Amendment) to the Wireless Data Services Contract #DMS 03/04-063 effective June 22, 2004 ("Contract"), is entered into as of the last date signed below, between the State of Florida, Department of Management Services ("Department"), and Sprint Solutions, Inc. ("Contractor").

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of the Parties in relation to Contractor's performance of its duties in connection with the Contract; and,

THEREFORE, in consideration of the foregoing premises, pricing and other adjustments offered below and of the mutual covenants and conditions hereinafter set forth, the Parties hereto agree that the Contract shall be amended as follows:

1. **The Contract is amended by deleting Amendment No. 5, Attachment A-2, Section 2.1 ("Sprint PCS Connection Card Plans") in its entirety and replacing as follows:**

2.1 Sprint Connection Card Plans

Monthly Recurring Charge ("MRC")	$30.39 NET OF ALL DISCOUNTS	$33.99 NET OF ALL DISCOUNTS	$35.99 NET OF ALL DISCOUNTS	$37.99 NET OF ALL DISCOUNTS	$37.99 [1] NET OF ALL DISCOUNTS	$39.99 NET OF ALL DISCOUNTS
Maximum Amount of Data Usage	40 MB	250 MB	500 MB	5GB	Restricted Use Unlimited	Unlimited
Additional data usage above Maximum amount	$.001 per KB	$.05 per MB	$.05 per MB	$.05 per MB	N/A	N/A
Data Pooling	Not Included	Included*	Included*	Not Included	Not Included	Not Included

* Plans only pool with other plans of similar MRC and Data Inclusion.

[1] Sprint reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G Unlimited 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 recipients such that they could enable "bots" or similar routines. The Sprint account team will make a commercially reasonable effort to notify the State of any alleged infraction by state agency users of the 3G Services prior to an adverse action being taken against a user.

A. MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

B. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint Mobile Broadband Network or the Nationwide Sprint Network. Sprint Mobile Broadband Network coverage is not available everywhere and requires an EVDO-compatible connection card. Where the Sprint Mobile Broadband Network is available and an EVDO-compatible connection card is used, Corporate-Liable Active Units will first attempt to connect to the Sprint Mobile Broadband Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.

C. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex which is incorporated into this Agreement by this reference as posted to www.sprint.com/ratesandconditions.

2. **The Contract is amended in Attachment A-2 ("Sprint PCS Services Business Plans & Policies") by adding new subsection 2.7 as follows:**

2.7 3G/4G Connection Plan

A. The 3G/4G Connection Plan provides both 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 4G Network data-compatible connection card. Customer may contact its Sprint Account Representative or visit www.sprint.com/coverage for current coverage areas and applicable wireless devices. This Business Plan is only available to Customer Lines domiciled in the United States.

B. **3G/4G Connection Plan Charges**

MRC	**NET $42.99[1] UNLIMITED**

[1] *MRC is net of all discounts. Customer's Service Pricing Discount is not applicable. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 4G Network, the Sprint Mobile Broadband 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 Mobile Broadband Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

(1) The 3G/4G Connection Plan includes unlimited data usage on the Sprint 4G Network, the Sprint Mobile Broadband Network and the Nationwide Sprint Network; provided however, Sprint reserves the right to deny, terminate, disconnect modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G 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 recipients such that they could enable "bots" or similar routines. The Sprint account team will make a commercially reasonable effort to notify the State of any alleged infraction by state agency users of the 3G/4G Services prior to an adverse action being taken against a user. Other Business Plan options for these types of Applications are available by contacting Customer's Sprint Account Representative.

(2) Roaming is not available on the Sprint 4G Network at this time.

(3) Premium Services content is not available with this Business Plan.

1. All existing subscribers under the Contract will be eligible to receive the service pricing outlined above within a maximum of sixty (60) days from execution of this Amendment by both Parties (the "Implementation Period"). The Department acknowledges and agrees that no credits will be issued to compensate for the difference in discounts during the Implementation Period.

2. This Amendment is an integral part of and modifies the Contract. The terms used herein which are defined or specified in the Contract shall have the meanings set forth in the Contract. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Contract, the provisions of this Amendment shall control.

3. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof. This Amendment may not be amended except by the mutual written agreement of the Parties.

[*Remainder of the page left intentionally blank*]

SO AGREED by the parties' authorized representatives on the dates noted below:

STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES:

By: Linda H. South, Secretary — Date 6/21/2010

Approved as to form and legality by
the Department's General Counsel's Office:

By: — Date: 6/18/10

SPRINT SOLUTIONS, INC. (SPRINT):

By: Michaela Clairmonte — Date: 6/15/2010
Its: Manager, Contract Negotiations & Management

Sprint Ref: # BSG1004-0276

Sprint — Approved as to Legal Form
HRF 14 Jun 10

APPROVED
P&CA
DB/PJM
6/15/2010

Amendment No. 7
Wireless Data Services Contract
DMS 03/04-063

This Amendment No. 07 ("Amendment) to the Wireless Data Services Contract #DMS 03/04-063 effective June 22, 2004 ("Contract"), is entered into as of the last date signed below, between the State of Florida, Department of Management Services ("Department"), and Sprint Solutions, Inc. ("Contractor").

The Parties agree that the "Term" of this Contract shall be extended for an additional six (6) month extension commencing upon June 22, 2010 and ending on December 21, 2010 unless extended, cancelled or terminated as provided herein or the terms and conditions of the Contract.

The Customer and Contractor hereby agree to amend the Contract as follows:

1. This Amendment is an integral part of and modifies the Contract. The terms used herein which are defined or specified in the Contract shall have the meanings set forth in the Contract. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Contract, the provisions of this Amendment shall control.

2. The terms and conditions of the Contract, including attachments thereto not addressed by this Amendment, and except as may have been amended previously or amended herein, shall remain in full force and effect.

3. This Amendment shall be effective on the date it is fully executed by both parties.

In witness whereof, and intending to be bound hereby, the parties affix their signatures to this Amendment.

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

Linda South, Secretary — Date: 6/21/2010

Approved as to form and legality by the Department's General Counsel's Office:

By — Date: 6/18/2010

SPRINT SOLUTIONS, INC. (SPRINT):

By: Michaela Clairmonte — Date: 6/16/2010

Its: Manager, Contract Negotiations & Management

Sprint Reference #BSG1006-0366

Sprint — Approved as to Legal Form
KAC – 16 June 2010

APPROVED
SPRB
PJM
6/16/2010

CONTRACT NO. DMS-03/04-063
BETWEEN
DEPARTMENT OF MANAGEMENT SERVICES
AND
SPRINT SOLUTIONS, INC.

Amendment No. 8

THIS AMENDMENT ("Amendment) to the Wireless Data Services Contract #DMS-03/04-063 effective June 22, 2004 ("Contract"), is entered into as of the last date signed below, by and between the parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and Sprint Solutions, Inc. ("Contractor").

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract;

WHEREAS, the Parties wish to amend the Contract to allow for a six (6) month extension; and

WHEREAS, the Contractor agrees to submit to the Department at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the Competitive Pricing provision in Section 4.4 of the Contract.

THEREFORE, in consideration of the foregoing premises the Parties hereto agree that the Contract shall be amended as follows:

The Parties agree that the Term of this Contract shall be renewed for an additional six (6) months commencing upon December 22, 2010 and ending on June 21, 2011 unless extended, cancelled or terminated as provided herein or the terms and conditions of the Agreement.

All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.

SO AGREED by the parties' authorized representatives on the dates noted below:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES:

By: Linda H. South, Secretary

12/17/2010
Date

Approved as to form and legality by the Department's General Counsel's Office:

Barbara M Crosier
By:

Dec. 16, 2010
Date:

SPRINT SOLUTIONS, INC. (SPRINT):

By: Michaela Clairmonte
Its: Manager, Contract Negotiations & Management

December 17, 2010
Date:

Approved by
Public Sector Legal
as to legal form

KAC 12-17-10

Amendment No. 9
Wireless Data Services Contract
DMS 03/04-063
(BSG1004-0276)

Amendment No. 09 (this "Amendment) to the Wireless Data Services Contract #DMS 03/04-063 effective June 22, 2004 ("Contract"), is entered into as of the last date signed below, between the State of Florida, Department of Management Services ("Department"), and Sprint Solutions, Inc. ("Contractor").

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of the Parties in relation to Contractor's performance of its duties in connection with the Contract.

THEREFORE, in consideration of the foregoing premises, pricing and other adjustments offered below and of the mutual covenants and conditions hereinafter set forth, the Parties hereto agree that the Contract shall be amended as follows:

1. **The Contract is amended in Attachment A-2 ("Sprint PCS Services Business Plans & Policies") by adding new subsection 2.8 as follows:**

2.8 3G/4G Connection Card Plan (Restricted Use Unlimited)

A. The 3G/4G Connection Card Plan provides both 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 4G Network data-compatible connection card. Customer 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 Customer Lines domiciled in the United States.

B. 3G/4G Connection Card Plan Charges

MRC	NET $37.99[1]
Data Services in Megabytes ("MB")	Restricted Use Unlimited [2]

[1] MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

[2] Sprint reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Restricted Use Unlimited Connection Card 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 recipients such that they could enable "bots" or similar routines.

(1) The 3G/4G Restricted Use Unlimited 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 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 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 Customer 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; provided that Customer's Wireless Data Connection Devices on "unlimited"

Business Plans will not be subject to the 5 GB/month data usage 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 Customer's Sprint Account Representative.

(6) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex which is incorporated into this Agreement by this reference as posted to www.sprint.com/ratesandconditions.

2. All existing subscribers under the Contract will be eligible to receive the service pricing outlined above within a maximum of sixty (60) days from execution of this Amendment by both Parties (the "Implementation Period"). The Department acknowledges and agrees that no credits will be issued to compensate for the difference in discounts during the Implementation Period.

3. **Employment Eligibility Verification**

Contractor agrees that it will enroll and participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"), under the terms provided in the "Memorandum of Understanding" with DHS governing the program. Contractor further agrees to provide to the Florida Department of Management Services (the "Agency"), within thirty days of the effective date of this Agreement, documentation of such enrollment in the form of a copy of the "Edit Company Profile" page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.)

Contractor further agrees that it will require each subcontractor that performs work under this Agreement to enroll and participate in the E-Verify Program within ninety days of the effective date of this Agreement or within ninety days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency and other authorized state officials upon request.

Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the Agency and other authorized state officials.

Compliance with the terms of this Employment Eligibility Verification provision (including compliance with the terms of the "Memorandum of Understanding" with DHS) is hereby made an express condition of this Agreement.

4. This Amendment is an integral part of and modifies the Contract. The terms used herein which are defined or specified in the Contract shall have the meanings set forth in the Contract. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Contract, the provisions of this Amendment shall control.

5. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof.

[Remainder of the page left intentionally blank]

SO AGREED by the parties' authorized representatives on the dates noted below:

STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES:

Edgar K. for
By: John P. Miles, Secretary — Date: 5.17.11

Approved as to form and legality by
the Department's General Counsel's Office:

Barbara M Crosier
By: — Date: April 19, 2011

SPRINT SOLUTIONS, INC. (SPRINT):

By: Michaela Clairmonte
Its: Manager, Contract Negotiations & Management — Date: April 28, 2011

Sprint Ref: #BSG1101-0085

APPROVED SPEB 25/PDM 4/28/11

Approved by
Public Sector Legal
as to legal form

KAC 4-27-11

CONTRACT NO. DMS-03/04-063
BETWEEN
DEPARTMENT OF MANAGEMENT SERVICES
AND
SPRINT SOLUTIONS, INC.

Amendment No. 10

THIS AMENDMENT ("Amendment) to the Wireless Data Services Contract #DMS-03/04-063 effective June 22, 2004 ("Contract"), is entered into as of the last date signed below, by and between the parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and Sprint Solutions, Inc. ("Contractor").

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and

WHEREAS, the Parties wish to amend the Contract to allow for a six (6) month extension.

THEREFORE, in consideration of the foregoing premises the Parties hereto agree that the Contract shall be amended as follows:

1. The Parties agree that the Term of this Contract shall be extended for an additional six (6) months commencing upon June 22, 2011 and ending on December 21, 2011 unless extended, cancelled or terminated as provided herein or the terms and conditions of the Agreement.

2. The Contractor agrees to submit to the Department at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the Competitive Pricing provision in Section 4.4 of the Contract.

All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.

SO AGREED by the parties' authorized representatives on the dates noted below:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES:

Edan A. Pitts FOR — 6·15·11
By: John P. Miles, Secretary — Date

Approved as to form and legality by the Department's Office of the General Counsel:

Barbara M Crosier — 6/2/11
By: — Date:

SPRINT SOLUTIONS, INC. (SPRINT):

M. Chairmonte — 6/15/2011
By: Michaela Chairmonte — Date:
Its: Manager, Contract Negotiations & Management

Sprint Ref. # BSG1108-0364

Approved by
Public Sector Legal
as to legal form
HLF 6/15/11

APPROVED
SPRB
DB/PTM
6/15/11

CONTRACT NO.: DMS-03/04-063 / MA4400
BETWEEN
DEPARTMENT OF MANAGEMENT SERVICES
AND
SPRINT SOLUTIONS, INC.

AMENDMENT NO.: 11

THIS AMENDMENT ("Amendment") to the Wireless Data Services Contract #DMS-03/04-063 effective June 22, 2004 ("Contract"), is entered into as of the last date signed below, by and between the parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and Sprint Solutions, Inc. ("Contractor").

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and

WHEREAS, the Parties wish to amend the Contract to allow for a one (1) month extension.

THEREFORE, in consideration of the foregoing premises the Parties hereto agree that the Contract shall be amended as follows:

> The Parties agree that the Term of this Contract shall be extended for an additional one (1) month commencing upon December 22, 2011, and ending on January 21, 2012, unless extended, cancelled or terminated as provided herein or the terms and conditions of the Agreement.

All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.

SO AGREED by the parties' authorized representatives on the dates noted below:

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES:

John P. Miles, Secretary — Date: 12/7/11

SPRINT SOLUTIONS, INC. (SPRINT):

By: Michaela Clairmonte — Date: 12/8/2011
Manager, Contract Negotiations & Management

Sprint Ref #. BSG1112-0214

Approved by
Public Sector Legal
as to legal form
HKE 12/8/11

APPROVED
SPRS
DB RM
12/8/11

For Purchasing Use Only:

RFP/CONTRACT # 1523

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting By and Through Its

Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 E Musser Street, Room 300
Carson City NV 89701
Contact: Teri Smith, Buyer
Phone: (775) 684-0178 • Fax: (775) 684-0188
Email: tlsmith@purchasing.state.nv.us

And

Sprint Solutions, Inc.
2001 Edmund Halley Drive
Reston VA 20191
Contact: Mary Lou Close, WSCA Contract Manager
Phone: (703) 592-7846 • Fax: (703) 433-4996
Email: mary.close@sprint.com

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. CONTRACT TERM. This Contract shall be effective **upon Board of Examiners' approval (anticipated to be October 10, 2006)** to **October 9, 2010,** unless sooner terminated by either party as specified in paragraph (9).

4. NOTICE. Unless otherwise specified, termination shall not be effective until **60** calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENT AA:	STATE SOLICITATION (RFP #1523) and AMENDMENTS 1 & 2; SCOPE OF WORK
ATTACHMENT BB:	NEGOTIATED ITEMS
ATTACHMENT CC:	CONTRACTOR'S RESPONSE

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of **the following Percentage Discounts on Standard Retail Rates as displayed on Sprint's website: Rate Plans: 25% discount;**

MSA #2

iDEN Handsets: 39% discount; iDEN Accessories: 20% discount; CDMA Handsets and Accessories are $150.00 Service Credit applicable to consumer choice; with the total Contract or installments payable: **Monthly upon receipt of vendor statement** not to exceed **$2,000,000.00**. **Sprint may adjust its rates and charges or impose additional fees, charges or surcharges on Customer to recover amounts that it is required by governmental or quasi-governmental authorities to collect on their behalf, or to pay to other in support of statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. Examples of such charges include, but are not limited to, state and federal Universal Service Fund Charges, Compensation to Payphone Providers, International Mobile Termination Charges, E911 or Wireless Pooling or Local Number Portability surcharges, as applicable. Cost recovery charges are not taxes or government required charges.** The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. **The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the contractor.** Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later that the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed $100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be available at Sprint's business offices during normal business hours for, inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph. Further, due to the highly sensitive and proprietary of some of Sprint's records, any third party auditor acting on behalf of the State shall be subject to prior approval by Sprint and may be required at Sprint's sole discretion to execute Sprint's standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing Sprint's records. Any audit conducted at the behest of the Purchasing Division and/or the contracting agency would only be upon written notice.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. State Termination for Nonappropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within thirty (30) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation $125 per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited. Sprint's entire liability under this contract for any loss or damage cuased by material breach by Sprint, its employees or agents related to Sprint's performance hereunder shall be as follows:

i. For any claims whatsoever arising from or related to service disruption, regardless of the cause ("Service Disruption"), Sprint's sole liability is limited to a credit allowance equal to the proportionate charge to customer for the period of the Service Disruption. Service Disruptions do not include unavailability of the Service during periods of scheduled or unscheduled network maintenance.

ii. In no event is Sprint liable for any consequential, special, incidental, indirect, exemplary or punitive damages, nor for lost profits, loss of business, loss of data, loss of use, or lost savings or increased cost of operations, sustained by customer or any third parties in connection with this contract.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event

the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION. Sprint will indemnify and defend Customer, its directors, officer, employees, agents, and their successors form and against all third party claims for damages, losses, or liabilities, including reasonable attorney's fees, arising directly from performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the gross negligence or willful misconduct of Sprint or its subcontractors, directors, officers, employees or authorized agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

		Contractor's Initials	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?		N
2.	Will the Contracting Agency be providing training to the independent contractor?		N
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?		N
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?		N
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?		N
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?		N
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?		N

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the State under the terms of this Contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor will endeavor to provide the State with renewal or replacement evidence of insurance within ten (10) days of the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

1) Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
2) Employer's Liability insurance with a minimum limit of $500,000 each employee per accident for bodily injury by accident or disease.
   If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.
3) If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B627 and NRS 617.210" form.

Commercial General Liability Insurance

1) Minimum Limits required:
   $2,000,000.00 General Aggregate
   $1,000,000.00 Products & Completed Operations Aggregate
   $_____ Personal and Advertising Injury
   $1,000,000.00 Each Occurrence
2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

1) Minimum Limit required: **$Waived** Each Occurrence for bodily injury and property damage.
2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
   The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

1) Minimum Limit required: **$ Waived** Each Claim
2) Retroactive date: Prior to commencement of the performance of the contract
3) Discovery period: Three (3) years after termination date of contract.
4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

1) May be used to achieve the above minimum liability limits.
2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: **$ Waived** Per Loss for Employee Dishonesty

This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

Performance Security

Amount required: **$Waived**

1) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the State of Nevada, only.
2) The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
3) Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

General Requirements:

a. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***The State of Nevada, Department of Administration, its officers, employees and immune contractors*** as defined in NRS41.0307 shall be additional insured for all liability arising from the Contract via Sprint's blanket endorsement viewable at http://www.sprint.com/MoiNextel.
b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insured.
c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insured clause.
d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by the Risk Management Division.
e. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, or non-renewed, and will endeavor to provide that notices required by this paragraph shall be sent by mail to the address shown above.
f. Approved Insurer: Each insurance policy shall be:
   1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
   2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverage required of Contractor.

2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, Subsection a above.

3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Contracting Agency identified on page one of the contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law and per Section 6 of this

Agreement. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Neither party may assign this contract or any rights hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Sprint may assign this contract to any parent, subsidiary or affiliate of Sprint or to any purchaser of all or substantially all its assets upon written notification to Customer.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection. The Customer shall retain ownership rights on any documents prepared specifically for the State that includes customer's proprietary information, which will include, but not limited to invoicing, records, etc. All other intellectual property rights in the Products and Services remain in and/or are assigned to Sprint. In no event shall Sprint be precluded from developing for itself, or for others, products, services, or materials that are competitive with, or similar to, the Products and Services provided under this Agreement. In addition, Sprint shall be free to use its general knowledge, skills, and experience, and any ideas, concepts, know-how, and techniques within the scope of its business practices that are used in the course of providing the Products and Services to the Customer.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES. Sprint does not manufacture Products and, except as provided in the Agreement, is not responsible for any defects in the Products or for the acts or omissions of the original equipment manufacturer. Except as, and then only to the extent, expressly provided in this agreement products and services are provided "as is." Sprint disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services, or software.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature	9/8/06 Date	VP, Public Sector Independent's Contractor's Title
Greg Smith	9-11-06 Date	Administrator, Purchasing Division Title
Signature - Board of Examiners		APPROVED BY BOARD OF EXAMINERS On 10-10-06 (Date)
Approved as to form by: Deputy Attorney General for Attorney General		On 9-19-06 (Date)

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTION ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT

ALTERNATE CONTRACT SOURCE NO. 12-00115

Amendment No. 1

THIS AMENDMENT (number 1) ("Amendment") is made and entered into by and between the State of Florida, Department of Management Services ("Department" or "Customer") and Sprint Solutions, Inc., ("Sprint," "Sprint-Nextel," or "Contractor,"), for Alternate Contract Source 12-00115 originally effective May 10, 2005 ("Contract" or "Agreement").

Whereas, Contract No. 1523 for the Western States Contracting Alliance ("WSCA") is a replacement to Master Price Agreement 12-00115 for Nextel services, and

Whereas, Nextel's parent company has merged with Sprint Corporation, forming Sprint Nextel Corporation, and Sprint Solutions, Inc., a corporate affiliate under common control with Nextel, offers both Sprint and Nextel services ("Services") through its affiliates including Nextel.

The Department and Sprint Solutions, Inc. hereby agree to amend the Agreement as follows:

1. In Section 1 of the Agreement, the term "Master Price Agreement" is redefined to refer to Contract No. 1523.
2. Under Section 2 of the Agreement, the Parties are permitted to continue usage of the Services under the Master Price Agreement (as defined in Section 1 of this Amendment).
3. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of the Amendment shall control.
4. The terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as amended previously or amended herein, shall remain in full force and effect.
5. This Amendment shall be effective when executed by both parties.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

Signature: _____ Date: 9/20/07
By: H. Leon Frazier – Senior Vice President
Sprint Solutions, Inc.

Approved as to form and legality by the Department of Management Services:

Signature: _____ Date: 9/21/07
By: Spencer Kraemer
State of Florida, Department of Management Services

Signature: _____ Date: 10/2/07
By: ~~Charles Covington, State Purchasing Director~~
State of Florida, Department of Management Services, Division of State Purchasing
Shane Strum, Deputy Secretary

Sprint — Approved as to Legal Form
SKM — 20 Sept 2007

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
Under authority of
MASTER PRICE AGREEMENT 12-00115

1. Scope: The State of Florida, Department of Management Services (the "Department") is authorized by S. 287.042(16), Florida Statutes, to evaluate contracts and, when determined in writing to be cost-effective and in the best interests of the State, to enter into an agreement authorizing all Eligible Users (as that phrase is defined in Rule 60A-1.005, Fla. Admin. Code) to make purchases from such contracts.

The Department hereby grants all Eligible Users permission to make purchases under Nextel-WSCA Master Price Agreement 12-00115, as amended (the "Master Price Agreement"), subject to the terms contained in this Participating Addendum (the "Participating Addendum").

2. Changes:
a. This Participating Addendum shall become effective on the last date signed below and shall have a term of five (5) years unless terminated earlier pursuant to Florida law or the Master Price Agreement (but subject to the provisions of paragraph 2.b. below). Although the parties acknowledge that the term of the Master Price Agreement is currently set to expire in June of 2006, the expectation is that this Master Price Agreement is likely to be extended, renewed and/or replaced with a follow-on Master Price Agreement. Therefore, as is within the control of the parties, the parties agree that the term of this Participating Addendum will continue for its stated term above, whether as part of an extension of the current Master Price Agreement or as a Participating Addendum of a follow-on Master Price Agreement and the parties agree to take all reasonable necessary actions to implement the intent of this continuation. The Department reserves the right to terminate this Participating Addendum for failure to comply with the provisions of this Participating Addendum, including but not limited to the transaction fee provisions of paragraph 2.d. and the provisions of 287.058(1)(a) through (f), F.S. as required by paragraph 2.e.

b. Notwithstanding any other language contained herein or in the Master Price Agreement to the contrary, the Department may not terminate this Participating Addendum for convenience as such right is granted under the Master Price Agreement unless the Department exercises its right to terminate the State Term Contract bid under ITN No.: 10-725-000-W for Wireless Voice Services.

c. In order to procure products or services hereunder, buyers shall issue purchase orders referencing this Participating Addendum. Buyers are responsible for reviewing the terms and conditions of this Participating Addendum and the Master Price Agreement referenced above. Neither the Department nor the Western States Contracting Alliance is a party to any purchase order issued hereunder.

d. In order to complete any transaction between an Eligible User buyer and the Contractor, the Contractor must be registered in MyFloridaMarketPlace. Rule 60A-1.031, Florida Administrative Code is hereby incorporated by reference. All transactions made pursuant to this Participating Addendum are subject to a transaction fee of 1.0% pursuant to Rule 60A-1.031 which is in addition to any fee payable to WSCA under the Master Price Agreement.

e. The provisions of section 287.058(1)(a)-(f), F.S. are hereby incorporated by reference to the extent applicable to the types of products and services provided by Contractor.

f. The following statement is required pursuant to section 287.0582, F.S.: "The State of Florida's performance and obligation to pay under this Participating Addendum is contingent upon an annual appropriation by the Legislature." The Department acknowledges that the costs incurred by it in administering this Participating Addendum are fully funded by the transaction fee provided for under paragraph 2.d. above. The Contractor shall comply with sections 11.062, F.S. and 216.347, F.S., prohibiting the use of funds to lobby the Legislature, Judiciary, or State agencies.

g. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the Contractor shall comply with the Immigration and Naturalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

h. Interest penalties for late payment are available subject to the provisions of section 215.422, F.S. An ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment from a state agency, may be contacted by calling the State Comptroller's Hotline at 1-800-848-3792.

i. The exclusive venue of any legal or equitable action that arises out of or relates to this Participating Addendum shall be the appropriate state court in Leon County, Florida; in any such action Florida law shall apply and the Contractor waives any right to a jury trial that it may have.

j. If an additional ordinance, rule, or other local governmental authority requires additional contract language before an Eligible User can make a purchase from the Master Price Agreement referenced above, in lieu of this Participating Addendum the Eligible User is responsible for signing a separate Participating Addendum with the Contractor.

3. Primary Contract: The primary contact individual for the State of Florida for this Participating Addendum is as follows:

Stu Potlock

Contract Analyst
State Purchasing
4050 Esplanade Way
Tallahassee, FL 32399-0950
Fax: (850) 414-6122, Phone: (850) 488-1086
Email: PotlocS@dms.state.fl.us

The primary contact individual for the Contractor for this Participating Addendum is as follows:

Rexford Gile
Senior Contracts Manager, Strategic Business Development
2001 Edmund Halley Drive, 2nd floor
Reston, VA 20191
Phone: (703) 433-4827, Fax: (703) 433-4996
Email: rexford.gile@nextel.com

4. Price Agreement Number: All purchase orders issued by purchasing entities within the State of Florida shall include the following Master Price Agreement number: 12-00115. Unless otherwise provided by Florida law, statute, rule or this Participating Addendum, the Department will not implement any additional restrictions on any Eligible User to purchase off of this Participating Addendum.

5. Access to this Participating Addendum: The Department agrees that it shall make this Participating Addendum available to all Eligible Users as a state-wide contracting vehicle option to be used at the discretion of all Eligible Users, including, without limitation, placement on the MyFloridaMarketPlace website, accessible to all Eligible Users.

6. Miscellaneous:

a. The Parties hereto recognize that Nextel is not the awardee for Florida State Term Contract Number 725-330-05-1 for Wireless Voice Services. However, the Parties recognize that the instant Participating Addendum constitutes an approved alternate contract source that Eligible Users may utilize to procure wireless and related products and services provided under the Master Price Agreement.

b. This Participating Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Price Agreement and its exhibits shall prevail and

govern in the case of any such inconsistent or additional terms. In addition, the terms of this Participating Addendum shall prevail and govern in the case of any terms that are inconsistent with, or contrary to the terms of the Master Price Agreement.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of Florida

By: _____

Name: Tom Lewis Jr

Title: Secretary, DMS

Date: 4-12-05

Nextel South Corp. ("Contractor")

By: _____

Name: H. LEON FRAZIER

Title: V. P. Public Sector

Date: 4-11-05

Approved as to Form and Legality,
Office of the General Counsel:

_____ 4/12/05

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 E. Musser Street, Suite 300
Carson City, Nevada 89701-4299
Phone (775) 684-0170 • Fax (775) 684-0188

Jim Gibbons
Governor

Andrew K. Clinger
Director

Greg Smith
Purchasing Administrator

Please visit our website at http://purchasing.state.nv.us

November 19, 2009

RE: WSCA Wireless Contract Extensions

To whom it may concern,

Please be advised that the State of Nevada, Purchasing Division, on behalf of the Western States Contracting Alliance (WSCA), intends to amend the WSCA Wireless Contracts for an additional one-year term. Upon execution of the amendment to extend, the new expiration date of these contracts will be October 31, 2011.

Please feel free to contact me with any questions or concerns regarding this announcement.

Sincerely,

Teri Smith

Teri Smith, Purchasing Officer
State of Nevada, Purchasing Division
WSCA Wireless Contract Administrator

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
Under authority of
MASTER PRICE AGREEMENT 12-00115

1. Scope: The State of Florida, Department of Management Services (the "Department") is authorized by S. 287.042(16), Florida Statutes, to evaluate contracts and, when determined in writing to be cost-effective and in the best interests of the State, to enter into an agreement authorizing all Eligible Users (as that phrase is defined in Rule 60A-1.005, Fla. Admin. Code) to make purchases from such contracts.

The Department hereby grants all Eligible Users permission to make purchases under Nextel-WSCA Master Price Agreement 12-00115, as amended (the "Master Price Agreement"), subject to the terms contained in this Participating Addendum (the "Participating Addendum").

2. Changes:
a. This Participating Addendum shall become effective on the last date signed below and shall have a term of five (5) years unless terminated earlier pursuant to Florida law or the Master Price Agreement (but subject to the provisions of paragraph 2.b. below). Although the parties acknowledge that the term of the Master Price Agreement is currently set to expire in June of 2006, the expectation is that this Master Price Agreement is likely to be extended, renewed and/or replaced with a follow-on Master Price Agreement. Therefore, as is within the control of the parties, the parties agree that the term of this Participating Addendum will continue for its stated term above, whether as part of an extension of the current Master Price Agreement or as a Participating Addendum of a follow-on Master Price Agreement and the parties agree to take all reasonable necessary actions to implement the intent of this continuation. The Department reserves the right to terminate this Participating Addendum for failure to comply with the provisions of this Participating Addendum, including but not limited to the transaction fee provisions of paragraph 2.d. and the provisions of 287.058(1)(a) through (f), F.S. as required by paragraph 2.e.

b. Notwithstanding any other language contained herein or in the Master Price Agreement to the contrary, the Department may not terminate this Participating Addendum for convenience as such right is granted under the Master Price Agreement unless the Department exercises its right to terminate the State Term Contract bid under ITN No.: 10-725-000-W for Wireless Voice Services.

c. In order to procure products or services hereunder, buyers shall issue purchase orders referencing this Participating Addendum. Buyers are responsible for reviewing the terms and conditions of this Participating Addendum and the Master Price Agreement referenced above. Neither the Department nor the Western States Contracting Alliance is a party to any purchase order issued hereunder.

d. In order to complete any transaction between an Eligible User buyer and the Contractor, the Contractor must be registered in MyFloridaMarketPlace. Rule 60A-1.031, Florida Administrative Code is hereby incorporated by reference. All transactions made pursuant to this Participating Addendum are subject to a transaction fee of 1.0% pursuant to Rule 60A-1.031 which is in addition to any fee payable to WSCA under the Master Price Agreement.

e. The provisions of section 287.058(1)(a)-(f), F.S. are hereby incorporated by reference to the extent applicable to the types of products and services provided by Contractor.

f. The following statement is required pursuant to section 287.0582, F.S.: "The State of Florida's performance and obligation to pay under this Participating Addendum is contingent upon an annual appropriation by the Legislature." The Department acknowledges that the costs incurred by it in administering this Participating Addendum are fully funded by the transaction fee provided for under paragraph 2.d. above. The Contractor shall comply with sections 11.062, F.S. and 216.347, F.S., prohibiting the use of funds to lobby the Legislature, Judiciary, or State agencies.

g. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the Contractor shall comply with the Immigration and Naturalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

h. Interest penalties for late payment are available subject to the provisions of section 215.422, F.S. An ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment from a state agency, may be contacted by calling the State Comptroller's Hotline at 1-800-848-3792.

i. The exclusive venue of any legal or equitable action that arises out of or relates to this Participating Addendum shall be the appropriate state court in Leon County, Florida; in any such action Florida law shall apply and the Contractor waives any right to a jury trial that it may have.

j. If an additional ordinance, rule, or other local governmental authority requires additional contract language before an Eligible User can make a purchase from the Master Price Agreement referenced above, in lieu of this Participating Addendum the Eligible User is responsible for signing a separate Participating Addendum with the Contractor.

3. Primary Contract: The primary contact individual for the State of Florida for this Participating Addendum is as follows:

Stu Potlock

Contract Analyst
State Purchasing
4050 Esplanade Way
Tallahassee, FL 32399-0950
Fax: (850) 414-6122, Phone: (850) 488-1086
Email: PotlocS@dms.state.fl.us

The primary contact individual for the Contractor for this Participating Addendum is as follows:

Rexford Gile
Senior Contracts Manager, Strategic Business Development
2001 Edmund Halley Drive, 2nd floor
Reston, VA 20191
Phone: (703) 433-4827, Fax: (703) 433-4996
Email: rexford.gile@nextel.com

4. Price Agreement Number: All purchase orders issued by purchasing entities within the State of Florida shall include the following Master Price Agreement number: 12-00115. Unless otherwise provided by Florida law, statute, rule or this Participating Addendum, the Department will not implement any additional restrictions on any Eligible User to purchase off of this Participating Addendum.

5. Access to this Participating Addendum: The Department agrees that it shall make this Participating Addendum available to all Eligible Users as a state-wide contracting vehicle option to be used at the discretion of all Eligible Users, including, without limitation, placement on the MyFloridaMarketPlace website, accessible to all Eligible Users.

6. Miscellaneous:

a. The Parties hereto recognize that Nextel is not the awardee for Florida State Term Contract Number 725-330-05-1 for Wireless Voice Services. However, the Parties recognize that the instant Participating Addendum constitutes an approved alternate contract source that Eligible Users may utilize to procure wireless and related products and services provided under the Master Price Agreement.

b. This Participating Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Price Agreement and its exhibits shall prevail and

govern in the case of any such inconsistent or additional terms. In addition, the terms of this Participating Addendum shall prevail and govern in the case of any terms that are inconsistent with, or contrary to the terms of the Master Price Agreement.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of Florida	Nextel South Corp. ("Contractor")
By:	By:
Name: Tom Lewis Jr	Name: H. LEON FRAZIER
Title: Secretary, DMS	Title: V. P. Public Sector
Date: 4-12-05	Date: 4-11-05

Approved as to Form and Legality,
Office of the General Counsel:

4/12/05

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
ALTERNATE CONTRACT SOURCE NO. 1523
AMENDMENT NO. 2

THIS AMENDMENT ("Amendment") is entered into between the State of Florida, Department of Management Services ("Department" or "Customer") and Sprint Solutions, Inc. ("Sprint", "Sprint/Nextel" or "Contractor") for Alternate Contract Source No. 1523 originally effective May 10, 2005 ("Contract" or "Agreement").

The Department and Sprint Solutions, Inc. hereby agree to amend the Participating Addendum as follows:

1. Amendment No. 1 executed by the Parties on October 2, 2007, Contract No. 1523 for the Western States Contracting Alliance ("WSCA") replaced Master Price Agreement No. 12-00115 for Sprint/Nextel Services.
2. The original Alternate Contract Source used by the State of Florida for Sprint/Nextel Services pursuant to WSCA Contract No. 1523 expires on April 11, 2010.
3. The Participating Addendum is renewed for a period of twelve (12) months, beginning April 12, 2010 and ending April 11, 2011.
4. This Amendment is an integral part of and modifies the Participating Addendum. The terms used herein which are defined or specified in the Participating Addendum shall have the meanings set forth in the Participating Addendum. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Participating Addendum, the provisions of this Amendment shall control.
5. All terms and conditions in the Participating Addendum and its attachments not addressed by this Amendment or previously amended remain in full force and effect.
6. This Amendment shall be effective upon full execution by both Parties.

SPRINT SOLUTIONS, INC.

By: Anne M. Ore Date: 4/7/10

Title: Sr. Vice President, General Business & Public Sector

Sprint — Approved as to Legal Form
HRF 7 Apr 2010

Department of Management Services
State of Florida

By: Charles W. Corrington Date: 4/8/10

Title: Director of State Purchasing

Approved as to form and legality by the Office of the General Counsel, Department of Management Services

By: Karen Armstrong Date: 4/8/10

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
ALTERNATE CONTRACT SOURCE NO. 1523
AMENDMENT NO. 3

THIS THIRD AMENDMENT ("Amendment") is entered into between the State of Florida, Department of Management Services ("Department" or "Customer") and Sprint Solutions, Inc. ("Sprint", "Sprint/Nextel" or "Contractor") for Alternate Contract Source No. 1523 originally effective May 10, 2005 ("Contract" or "Participating Addendum").

The Department and Sprint Solutions, Inc. hereby agree to amend the Participating Addendum as follows:

1. Amendment No. 1 executed by the Parties on October 2, 2007, Contract No. 1523 for the Western States Contracting Alliance ("WSCA") replaced Master Price Agreement No. 12-00115 for Sprint/Nextel Services.
2. Amendment No. 2 executed by the Parties on April 8, 2010 renewed the Contract for a period of twelve (12) months, beginning April 12, 2010 and ending April 11, 2011.
3. As articulated in the Contract, this Contract shall continue until the Department exercises its right to terminate the State Term Contract bid under ITN No. 10-725-000-W Wireless Voice Services ("State Term Contract").
4. The Participating Addendum is renewed for a period of thirteen (13) months, beginning April 12, 2011 and ending May 10, 2012.
5. This Amendment is an integral part of and modifies the Participating Addendum. The terms used herein which are defined or specified in the Participating Addendum shall have the meanings set forth in the Participating Addendum. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Participating Addendum, the provisions of this Amendment shall control.
6. All terms and conditions in the Participating Addendum and its attachments not addressed by this Amendment or previously amended remain in full force and effect.
7. This Amendment shall be effective upon full execution by both Parties.

SPRINT SOLUTIONS, INC.

By: _____ Date: 8/2/10

Title: Sr. Vice President, General Business & Public Sector

Approved by
Public Sector Legal
as to legal form
HRE 8/2/10

Department of Management Services
State of Florida

By: _____ Date: 8/3/2010
Linda H. South, Secretary

Approved as to form and legality by the Office of the General Counsel, Department of Management Services

By: _____ Date: 7/29/10

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
ALTERNATE CONTRACT SOURCE NO. 1523
AMENDMENT NO. 2

THIS AMENDMENT ("Amendment") is entered into between the State of Florida, Department of Management Services ("Department" or "Customer") and Sprint Solutions, Inc. ("Sprint", "Sprint/Nextel" or "Contractor") for Alternate Contract Source No. 1523 originally effective May 10, 2005 ("Contract" or "Agreement").

The Department and Sprint Solutions, Inc. hereby agree to amend the Participating Addendum as follows:

1. Amendment No. 1 executed by the Parties on October 2, 2007, Contract No. 1523 for the Western States Contracting Alliance ("WSCA") replaced Master Price Agreement No. 12-00115 for Sprint/Nextel Services.
2. The original Alternate Contract Source used by the State of Florida for Sprint/Nextel Services pursuant to WSCA Contract No. 1523 expires on April 11, 2010.
3. The Participating Addendum is renewed for a period of twelve (12) months, beginning April 12, 2010 and ending April 11, 2011.
4. This Amendment is an integral part of and modifies the Participating Addendum. The terms used herein which are defined or specified in the Participating Addendum shall have the meanings set forth in the Participating Addendum. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Participating Addendum, the provisions of this Amendment shall control.
5. All terms and conditions in the Participating Addendum and its attachments not addressed by this Amendment or previously amended remain in full force and effect.
6. This Amendment shall be effective upon full execution by both Parties.

SPRINT SOLUTIONS, INC.

By: [signature] Date: 4/7/10

Title: Sr. Vice President, General Business & Public Sector

Sprint — Approved as to Legal Form
HRF 7 Apr 2010

Department of Management Services
State of Florida

By: Charles W. Corrington Date: 4/8/10

Title: Director of State Purchasing

Approved as to form and legality by the Office of the General Counsel, Department of Management Services

By: Karen Armstrong Date: 4/8/10

Department of Management Services

Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
Fax: 850.414-6122
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

Date: February 15, 2010

To: Charles W. Covington, Director

From: Stu Potlock, Purchasing Analyst, Team 4

Subject: Contract Action Recommendation: Alternate Contract Source # 12-0015: Wireless Communication Services and Equipment

The subject contract was executed April 12, 2005 pursuant to a settlement agreement also executed April 12, 2005 between Nextel South Corp. d/b/a Next Communications and the Department of Management Services. The settlement occurred after a protest of the award to Verizon Wireless pursuant to INT No. 10-725-000W for wireless voice (cell phone) services and equipment. The subject ACS contract was amended October 2, 2007 in order to continue services with Sprint under the Western States Contracting Alliance (WSCA) contract in accordance with the settlement agreement, to reference the new WSCA contract number (1523) and to change the vendor name pursuant to the merger of Sprint and Nextel.

Research results and next action recommendation follows.

Historical Volume

Total reported sales since April 5, 2005 are $129,674,164.40.

MFMP Billing and Collections System (BCS) report by Contractor*:
FY 06-07 - Total spend - $ 30,807,377.00
FY 07-08 - Total spend - $ 24,202,958.40
FY 08-09 - Total spend - $ 17,996,684.00

*Only the BCS spend data includes purchases from other eligible users who do not utilize MFMP or FLAIR; therefore, the BCS data is the most accurate in determining the total spend amount for this contract.

Current Vendor Information

Detailed sales reports submitted from the manufacturers indicate that a majority of the contract sales are with eligible users within the State of Florida. (Approximately 80%)

Contracting Options- Renew, Re-bid, Expire:

Renewal Option:

The subject ACS is effectuated by the contract entitled, "PARTICIPATING ADDENDUM WESTERN STATES CONTRACTING ALLIANCE WIRELESS COMMUNICATION SERVICES AND EQUIPMENT Under authority of MASTER PRICE AGREEMENT 12-00115" which has a term of five years. The agreement may be renewed per the information and recommendation below.

Re-bid Option:

The Department of Management Services, Division of Telecommunications (Div/Tel) is developing a Wireless Services solicitation that will include cell phone services and equipment, personal digital assistant devices (such as Blackberry©) and unified messaging services. State Purchasing has advised Div/Tel that it will continue to provide cell phone services under the current State Term Contract with Verizon Wireless and the subject ACS agreement with Sprint/Nextel until the Div/Tel Wireless Services solicitation is completed. The current state term contract with Verizon Wireless (#725-330-05-1) expires May 11, 2010. That contract may be renewed for up to five (the original term) years as provided in Florida Law.

Expiration Option:

Based upon high usage by eligible users of this contract, the settlement agreement of 2005 and paragraph 2.b. of the ACS contract, the option to allow this agreement to expire is not recommended. While paragraph 2.b. of the ACS agreement references termination for convenience, the intent of the agreement is for the Department to provide an ACS agreement as long as the state term contract awarded to Verizon Wireless under ITN No. 10-725-000W is in place.

Next Action Recommendation

State Purchasing has determined that it is both cost effective and in the best interest of the State to renew this contract for one year in order to allow Div/Tel to complete its solicitation. The contract resulting from the Div/Tel solicitation will include cell phone services and equipment currently provided by the ACS with Sprint/Nextel and State Term Contract with Verizon Wireless. If the Div/Tel solicitation is not completed in a one year timeframe, State Purchasing may exercise additional renewal periods for the ACS and state term contract referenced above.

Approved:

Charles W. Covington 4/8/10

Date

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

NEXTEL SOUTH CORP. d/b/a
NEXTEL COMMUNICATIONS,
a Georgia for-profit corporation,

Petitioner,

vs.

CASE NO. OGC-05-04612
ITN NO. 10-725-000-W

STATE OF FLORIDA, DEPARTMENT
OF MANAGEMENT SERVICES,

Respondent.
_____/

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release is made and entered into this _____ day of April, 2005, by and between Petitioner, Nextel South Corp. d/b/a Nextel Communications, a Georgia For Profit Corporation ("Nextel"), and Respondent, State of Florida, Department of Management Services ("DMS").

Recitals

A. Nextel challenged DMS' Notice of Intent to Award its Contract for wireless voice services, for Basic Voice and Push to Talk services Option 1 only, issued pursuant to ITN No. 10-725-000-W (the "ITN") to Verizon Wireless ("Verizon").

B. Nextel filed its Formal Protest and Petition for Formal Administrative Hearing with the Department on Monday, February 14, 2005. DMS entered its Order Dismissing Formal Protest and Petition for Formal Administrative Hearing Without Prejudice on March 1, 2005, granting Nextel 20 days within which to file an amended petition. Nextel's Amended Petition

for Formal Protest and Amended Petition for Formal Administrative Hearing (the "Petition") was filed with DMS on March 17, 2005.

C. This Settlement Agreement and Mutual Release is in full settlement and discharge of all claims against DMS which were made in the aforesaid administrative Petition or which might have been made by reason of the actions of the DMS as set forth in the Petition, upon the terms and conditions set forth below.

TERMS AND CONDITIONS

1. This Settlement Agreement and Mutual Release (the "Agreement") shall benefit and be a fully binding and complete settlement among Nextel and DMS.

2. Both parties agree this Agreement is a complete compromise of matters involving disputed issues of law and fact. It is further understood and agreed to by the parties that this Agreement is not to be construed as an admission of liability on the part of the DMS, by whom liability is expressly denied.

3. The Parties simultaneously with the execution of this Agreement have entered into a Participating Addendum to the Western States Contracting Alliance Wireless Communication Services and Equipment under the authority of Master Price Agreement 12-00115.

4. All terms and conditions of the Participating Addendum ("P.A.") as set forth as Exhibit #1 to this Agreement are incorporated herein.

5. The State Term Contract for the provision of wireless services, Contract Number 725-000-03-01, dated December 20, 2002 (hereinafter the "Existing State Term Contract") between the parties will terminate upon the later of (i) thirty (30) days after the date of certification by DMS of the State Term Contract resulting from the ITN award to Verizon (i.e.,

availability on the MyFloridaMarketPlace.com website for Eligible Users (as that phrase is defined in rule 60A-1.005, Fla. Admin, Code), or (ii) the effective date of DMS' written notification that all other existing state term contracts awarded to other Vendors as part of the same award to Nextel under the Existing State Term Contract are terminated.

6. It is the understanding and intent of the parties that the termination of the Existing State Term Contract shall not affect or impact the viability of any Purchase Orders issued during the term of the Existing State Term Contract, and that those Purchase Orders will remain in full force and effect pursuant to their stated terms and conditions.

7. The parties hereto agree that they will act reasonably and in a good faith in both implementing and giving full legal effect to this P.A. Specifically, representatives of DMS shall not knowingly suggest or infer that only one option exists for the State of Florida's Eligible Users to purchase wireless voice services or discourage Eligible User's from purchasing such services from the P.A.

8. Upon execution of this Agreement, DMS shall release in full the bond submitted by Nextel in the amount of $1,844,365.00, without any reduction for costs or fees.

9. In consideration of the agreements of the parties stated herein, Nextel hereby completely releases and forever discharges DMS from any claims arising from Nextel's Petition or the ITN process, including, without limitation, any alleged violations of Florida law. Further, DMS hereby completely releases and forever discharges Nextel from any claims arising from DMS' defense of the Petition or the ITN process.

10. Nextel agrees that within five (5) days of execution of this Agreement that Nextel will file a Notice of Dismissal With Prejudice of its Petition.

11. Nextel and DMS acknowledge and agree that no promise or agreement not herein expressed has been made to them and that this Agreement constitutes the entire agreement between the Parties hereto and that the terms of this Agreement are contracted and not a mere recital, and that there is no agreement or compromise on the part of DMS to do any act or thing not herein mentioned.

12. If either Nextel and/or DMS has to file an action in Circuit Court for enforcement of the terms and conditions of this Settlement Agreement and Release, the prevailing party in such action shall be entitled to payment of their attorneys' fees and costs. Venue for any such action shall be in Leon County, Florida.

13. This Agreement shall be construed and interpreted in accordance with Florida law.

14. All parties agree to cooperate fully to execute any and all supplementary documents and to take all reasonable additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

15. Each party shall bear all attorneys fees and costs arising from the actions of its counsel in connection with this Agreement and all related matters and documents referred to herein.

16. Each party acknowledges that it is represented by competent counsel and fully understands the meaning and intent of this Agreement, and that it has good right and lawful authority to enter into and execute this Settlement Agreement and Mutual Release.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Mutual Release as of this _____ day of April, 2005.

State of Florida

By: _____

Name: Tom Lewis, Jr.

Title: Secretary, DMS

Date: 4-12-05

Nextel South Corp. ("Contractor")

By: _____

Name: H. LEON FRAZIER

Title: V.P. Public Sector

Date: 4-11-05

Approved as to Form and Legality,
Office of the General Counsel

_____ 4/12/05

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
ALTERNATE CONTRACT SOURCE NO. 1523
AMENDMENT NO. 2

THIS AMENDMENT ("Amendment") is entered into between the State of Florida, Department of Management Services ("Department" or "Customer") and Sprint Solutions, Inc. ("Sprint", "Sprint/Nextel" or "Contractor") for Alternate Contract Source No. 1523 originally effective May 10, 2005 ("Contract" or "Agreement").

The Department and Sprint Solutions, Inc. hereby agree to amend the Participating Addendum as follows:

1. Amendment No. 1 executed by the Parties on October 2, 2007, Contract No. 1523 for the Western States Contracting Alliance ("WSCA") replaced Master Price Agreement No. 12-00115 for Sprint/Nextel Services.
2. The original Alternate Contract Source used by the State of Florida for Sprint/Nextel Services pursuant to WSCA Contract No. 1523 expires on April 11, 2010.
3. The Participating Addendum is renewed for a period of twelve (12) months, beginning April 12, 2010 and ending April 11, 2011.
4. This Amendment is an integral part of and modifies the Participating Addendum. The terms used herein which are defined or specified in the Participating Addendum shall have the meanings set forth in the Participating Addendum. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Participating Addendum, the provisions of this Amendment shall control.
5. All terms and conditions in the Participating Addendum and its attachments not addressed by this Amendment or previously amended remain in full force and effect.
6. This Amendment shall be effective upon full execution by both Parties.

SPRINT SOLUTIONS, INC.

By: _____ Date: 4/7/10

Title: Sr. Vice President, General Business & Public Sector

Sprint — Approved as to Legal Form
HRF 7 Apr 2010

Department of Management Services
State of Florida

By: _____ Date: 4/8/10

Title: Director of State Purchasing

Approved as to form and legality by the Office of the General Counsel, Department of Management Services

By: Karen Armstrong Date: 4/8/10

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTION ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT

ALTERNATE CONTRACT SOURCE NO. 12-00115

Amendment No. 1

THIS AMENDMENT (number 1) ("Amendment") is made and entered into by and between the State of Florida, Department of Management Services ("Department" or "Customer") and Sprint Solutions, Inc., ("Sprint," "Sprint-Nextel," or "Contractor,"), for Alternate Contract Source 12-00115 originally effective May 10, 2005 ("Contract" or "Agreement").

Whereas, Contract No. 1523 for the Western States Contracting Alliance ("WSCA") is a replacement to Master Price Agreement 12-00115 for Nextel services, and

Whereas, Nextel's parent company has merged with Sprint Corporation, forming Sprint Nextel Corporation, and Sprint Solutions, Inc., a corporate affiliate under common control with Nextel, offers both Sprint and Nextel services ("Services") through its affiliates including Nextel.

The Department and Sprint Solutions, Inc. hereby agree to amend the Agreement as follows:

1. In Section 1 of the Agreement, the term "Master Price Agreement" is redefined to refer to Contract No. 1523.
2. Under Section 2 of the Agreement, the Parties are permitted to continue usage of the Services under the Master Price Agreement (as defined in Section 1 of this Amendment).
3. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of the Amendment shall control.
4. The terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as amended previously or amended herein, shall remain in full force and effect.
5. This Amendment shall be effective when executed by both parties.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

Signature: _____ Date: 9/20/07
By: H. Leon Frazier – Senior Vice President
Sprint Solutions, Inc.

Approved as to form and legality by the Department of Management Services:

Signature: _____ Date: 9/21/07
By: Spencer Kraemer
State of Florida, Department of Management Services

Signature: _____ Date: 10/2/07
By: ~~Charles Covington, State Purchasing Director~~
State of Florida, Department of Management Services, Division of State Purchasing
Shane Strum, Deputy Secretary

Sprint — Approved as to Legal Form
SKM — 20 Sept 2007

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
Under authority of
MASTER PRICE AGREEMENT 12-00115

1. Scope: The State of Florida, Department of Management Services (the "Department") is authorized by S. 287.042(16), Florida Statutes, to evaluate contracts and, when determined in writing to be cost-effective and in the best interests of the State, to enter into an agreement authorizing all Eligible Users (as that phrase is defined in Rule 60A-1.005, Fla. Admin. Code) to make purchases from such contracts.

The Department hereby grants all Eligible Users permission to make purchases under Nextel-WSCA Master Price Agreement 12-00115, as amended (the "Master Price Agreement"), subject to the terms contained in this Participating Addendum (the "Participating Addendum").

2. Changes:
a. This Participating Addendum shall become effective on the last date signed below and shall have a term of five (5) years unless terminated earlier pursuant to Florida law or the Master Price Agreement (but subject to the provisions of paragraph 2.b. below). Although the parties acknowledge that the term of the Master Price Agreement is currently set to expire in June of 2006, the expectation is that this Master Price Agreement is likely to be extended, renewed and/or replaced with a follow-on Master Price Agreement. Therefore, as is within the control of the parties, the parties agree that the term of this Participating Addendum will continue for its stated term above, whether as part of an extension of the current Master Price Agreement or as a Participating Addendum of a follow-on Master Price Agreement and the parties agree to take all reasonable necessary actions to implement the intent of this continuation. The Department reserves the right to terminate this Participating Addendum for failure to comply with the provisions of this Participating Addendum, including but not limited to the transaction fee provisions of paragraph 2.d. and the provisions of 287.058(1)(a) through (f), F.S. as required by paragraph 2.e.

b. Notwithstanding any other language contained herein or in the Master Price Agreement to the contrary, the Department may not terminate this Participating Addendum for convenience as such right is granted under the Master Price Agreement unless the Department exercises its right to terminate the State Term Contract bid under ITN No.: 10-725-000-W for Wireless Voice Services.

c. In order to procure products or services hereunder, buyers shall issue purchase orders referencing this Participating Addendum. Buyers are responsible for reviewing the terms and conditions of this Participating Addendum and the Master Price Agreement referenced above. Neither the Department nor the Western States Contracting Alliance is a party to any purchase order issued hereunder.

d. In order to complete any transaction between an Eligible User buyer and the Contractor, the Contractor must be registered in MyFloridaMarketPlace. Rule 60A-1.031, Florida Administrative Code is hereby incorporated by reference. All transactions made pursuant to this Participating Addendum are subject to a transaction fee of 1.0% pursuant to Rule 60A-1.031 which is in addition to any fee payable to WSCA under the Master Price Agreement.

e. The provisions of section 287.058(1)(a)-(f), F.S. are hereby incorporated by reference to the extent applicable to the types of products and services provided by Contractor.

f. The following statement is required pursuant to section 287.0582, F.S.: "The State of Florida's performance and obligation to pay under this Participating Addendum is contingent upon an annual appropriation by the Legislature." The Department acknowledges that the costs incurred by it in administering this Participating Addendum are fully funded by the transaction fee provided for under paragraph 2.d. above. The Contractor shall comply with sections 11.062, F.S. and 216.347, F.S., prohibiting the use of funds to lobby the Legislature, Judiciary, or State agencies.

g. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the Contractor shall comply with the Immigration and Naturalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

h. Interest penalties for late payment are available subject to the provisions of section 215.422, F.S. An ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment from a state agency, may be contacted by calling the State Comptroller's Hotline at 1-800-848-3792.

i. The exclusive venue of any legal or equitable action that arises out of or relates to this Participating Addendum shall be the appropriate state court in Leon County, Florida; in any such action Florida law shall apply and the Contractor waives any right to a jury trial that it may have.

j. If an additional ordinance, rule, or other local governmental authority requires additional contract language before an Eligible User can make a purchase from the Master Price Agreement referenced above, in lieu of this Participating Addendum the Eligible User is responsible for signing a separate Participating Addendum with the Contractor.

3. Primary Contract: The primary contact individual for the State of Florida for this Participating Addendum is as follows:

Stu Potlock

Contract Analyst
State Purchasing
4050 Esplanade Way
Tallahassee, FL 32399-0950
Fax: (850) 414-6122, Phone: (850) 488-1086
Email: PotlocS@dms.state.fl.us

The primary contact individual for the Contractor for this Participating Addendum is as follows:

Rexford Gile
Senior Contracts Manager, Strategic Business Development
2001 Edmund Halley Drive, 2nd floor
Reston, VA 20191
Phone: (703) 433-4827, Fax: (703) 433-4996
Email: rexford.gile@nextel.com

4. Price Agreement Number: All purchase orders issued by purchasing entities within the State of Florida shall include the following Master Price Agreement number: 12-00115. Unless otherwise provided by Florida law, statute, rule or this Participating Addendum, the Department will not implement any additional restrictions on any Eligible User to purchase off of this Participating Addendum.

5. Access to this Participating Addendum: The Department agrees that it shall make this Participating Addendum available to all Eligible Users as a state-wide contracting vehicle option to be used at the discretion of all Eligible Users, including, without limitation, placement on the MyFloridaMarketPlace website, accessible to all Eligible Users.

6. Miscellaneous:

a. The Parties hereto recognize that Nextel is not the awardee for Florida State Term Contract Number 725-330-05-1 for Wireless Voice Services. However, the Parties recognize that the instant Participating Addendum constitutes an approved alternate contract source that Eligible Users may utilize to procure wireless and related products and services provided under the Master Price Agreement.

b. This Participating Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Price Agreement and its exhibits shall prevail and

govern in the case of any such inconsistent or additional terms. In addition, the terms of this Participating Addendum shall prevail and govern in the case of any terms that are inconsistent with, or contrary to the terms of the Master Price Agreement.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of Florida	Nextel South Corp. ("Contractor")
By:	By:
Name: Tom Lewis Jr	Name: H. LEON FRAZIER
Title: Secretary, DMS	Title: V. P. Public Sector
Date: 4-12-05	Date: 4-11-05

Approved as to Form and Legality,
Office of the General Counsel:

4/12/05

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.
Nevada Contract Number: 1907
(hereinafter "Contractor")
And
STATE OF FLORIDA
(hereinafter "Participating State")
DMS Contract No.: DMS-12/13-009

1. Scope/Background: Contractor, on behalf of its affiliated entities providing the products and services, and the Lead State, on behalf of WSCA and the NASPO Cooperative, entered into Master Service Agreement No. S1907 effective April 12, 2012 (the Master Service Agreement and Amendments are collectively, the "Master Service Agreement").

This Participating Addendum (the "Addendum"), dated the date the last party signs ("Effective Date"), covers the WIRELESS SERVICES led by the State of Nevada for use by state agencies and other entities located in the Participating State authorized to utilize the Master Service Agreement. This Addendum is a separate agreement between the Participating State and the Contractor entered into under the terms and conditions of the Master Service Agreement except as modified herein.

2. Participation: Subject to the acknowledgement of the respective State Chief Procurement Official, as confirmed to Contractor by WSCA, unless specifically prohibited by State statute, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under the Master Service Agreement. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision and authorized non-profit, acting as a Participating Entity, that purchases products/services will be treated as if they were individual customers. Except to the extent modified by this Addendum, each agency, political subdivision and authorized non-profit will be responsible to follow the terms and conditions of the Master Service Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Service Agreement. Each agency, political subdivision and authorized non-profit will be responsible for their own charges, fees, and liabilities. Each agency, political subdivision and authorized non-profit will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3. Participating State Modifications or Additions to Master Service Agreement:

3.1 Termination. The Participating State may terminate this Addendum for convenience upon thirty (30) days written notice to Contractor pursuant to Section 4 of the Master Service Agreement.

3.2 Alternate Source Contract Terms and Conditions. The Alternative Contract Source Terms and Conditions are attached hereto as Exhibit B and are hereby incorporated by reference.

3.3 Master Service Agreement. The Master Service Agreement No. 1907 effective April 12, 2012 (the Master Service Agreement and Amendments are collectively, the "Master Service Agreement") is attached hereto as Exhibit A and hereby incorporated by reference.

3.4. Expiration. Unless terminated for convenience in accordance with Section 3.1, this Addendum shall expire on October 31, 2013.

3.5 Transaction Fee. The parties agree that taxes and surcharges shall not be assessed in the calculation for the 1.0% transaction fee.

5. Primary Contacts: The primary contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

Contractor

Name	Mike Wood, Public Sector Account Manager
Address	See Secondary Contact below for correspondence. (If an address is needed, use Sprint Contract Manager)
Telephone	850-356-1755
Fax	See Secondary Contact
E-mail	Mike.Wood@sprint.com

Contractor (Secondary Contact)

Name	Michaela Clairmonte, Manager, Contract Negotiations
Address	12502 Sunrise Valley Drive,

	MS: VARESA0208, Reston, VA 20196
Telephone	703-433-8581
Fax	703-433-8798
E-mail	Michaela.Clairmonte@sprint.com

State of Florida

Name	Jonathan Rakestraw, Contract Manager DMS DivTel
Address	4030 Esplanade Way, Suite 115 Tallahassee, Florida 32399-0950
Telephone	(850) 921- 0857
Fax	(850) 921- 5162
E-mail	jonathan.rakestraw@dms.myflorida.com

6. [Purposely Left Blank.]

7. Purchase Order Instructions:

All orders should contain the following mandatory language: (1) indicating that "all Purchase Orders or Sprint Approved funding documents will be in accordance with and subject to WSCA Master Service Agreement # 1907"; (2) Your Name, Address, Contact Number, email address and Contractor's account number(s); and (3) Purchase order amount.

8. Price Agreement Number:
All purchase orders or Sprint approved funding documents issued by purchasing entities within the jurisdiction of this Addendum shall include the Participating State contract number: **DMS-12/13-009** and the Lead State price agreement number: 1907.

This Addendum and the Master Service Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Service Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Service Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of

this Addendum and its exhibits shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Service Agreement as to the Participating State and any Buyers under this Addendum ONLY, and shall otherwise have no impact on the Master Service Agreement and its exhibits.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds. Ordering entity is responsible for informing contractor in writing prior to ARRA funds being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

10. Sprint Approved Funding Document: The Sprint Approved Funding Document ("Funding Document") is attached hereto as Exhibit C. As a pre-condition to ordering Sprint services and equipment, Sprint may in its discretion require Buyers to provide the Funding Document.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Florida:	Sprint Solutions, Inc.:
By:	By:
Name: CRAIG J NICHOLS	Name: John C. Dupree
Title: Agency Secretary	Title: Senior Vice President
Date: 10/26/12	Date: 10/12/12

EXHIBIT A
WSCA Master Service Agreement No. S1907

[Placeholder]

EXHIBIT A

For Purchasing Use Only:
RFP/CONTRACT # 1907

MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada

Department of Administration, Purchasing Division
515 E Musser Street, Room 300
Carson City, NV 89701
Contact: Teri Smith, Purchasing Officer
Phone: (775) 684-0178 • Fax: (775) 684-0188
Email: tlsmith@purchasing.state.nv.us

and

Sprint Solutions, Inc.
as contracting agent for the affiliated Sprint and Nextel entities providing the Products and Services
12502 Sunrise Valley Drive
Reston, VA 20196
Mailstop: VARESA0208
Contact: Michaela Clairmonte - Manager, Contract Negotiations & Management
Phone: (703) 433-8581 • Fax: (703) 433-8798
Email: michaela.clairmonte@sprint.com

Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance ("WSCA") is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

The State of Nevada has been authorized by WSCA to negotiate a Master Agreement as Lead State, for and on behalf of WSCA and its Members.

In consideration of the above premises, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Western States Contracting Alliance Directors.
2. DEFINITIONS.
"WSCA" means the Western States Contracting Alliance.

"State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307.
"Participating State(s)" means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this Contract, or who have executed a Participating Addendum.
"Participating Entity" means a state, or other legal entity authorized by a state, that is authorized to enter and does enter into a Participating Addendum under this Contract. Unless specifically prohibited by State law, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under this Contract, subject to the review of the Chief Procurement Official of the State in which the potential Participating Entity is located. Issues of interpretation and eligibility for participation shall be determined by the applicable State Chief Procurement Official.
"Buyer" means any WSCA Participating State, a Participating Entity, any authorized agency or political subdivision of a Participating State, or any authorized non-profit entity that makes a purchase under this contract, either pursuant to its own Participating Addendum or by making purchasing under another entity's Participating Addendum. Unless specifically prohibited by State law, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under this Contract or make purchases under this Contract pursuant to another entity's Participating Addendum, subject to the review of the Chief Procurement Official of the State in which the potential Buyer is located. Issues of interpretation and eligibility for participation shall be determined by the applicable State Chief Procurement Official.
"Contract" means this Master Service Agreement for Services of Independent Contractor, together with all documents incorporated herein.
"Contractor" and/or "Contracting Agency" means a person or entity that performs services and/or provides goods for WSCA or a Participating Entity under the terms and conditions set forth in this Contract.
"Solicitation" means RFP #1907 incorporated herein as Attachment BB.
"Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. CONTRACT TERM. This Contract shall be effective upon WSCA Directors' approval as set forth on the signature page of this Contract, to October 31, 2016 ("Initial Term"), with the option to extend for an additional two (2) years beyond the Initial Term at the discretion of the Lead State or as determined in the best interest of the Lead State and WSCA, subject to mutual written acceptance of the parties, unless sooner terminated by either party as specified in paragraph (4) or paragraph (21). Lead State shall provide Contractor with notice of its intent to exercise the extension at least 90 days prior to the expiration of the Initial Term. Each Participating Addendum executed in connection with this Contract shall be effective from its corresponding effective date. A Participating Addendum shall not exceed the term or scope of this Contract.
4. CANCELLATION OF CONTRACT FOR CONVENIENCE; NOTICE. Unless otherwise stated in the special terms and conditions, any Contract entered into as a result of the Solicitation may be canceled for convenience by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel for convenience its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating Entity to indemnification by the Contractor, Contractor's rights of payment for

goods/services delivered and accepted, WSCA's rights to payment of administrative fees through the effective date of cancellation (but not for periods after the effective date of cancellation or termination), and each party's rights attending any warranty or default in performance in association with any order. Cancellation of the Contract due to default of either party shall be in accordance with Section 21 herein. (b) Notice. All notices must be in writing Notices required under this Agreement must be submitted in writing to the party's address for notice listed in this Agreement or an Order and, in the case of a dispute, notices must also be sent to:

Sprint: Attn: Legal Dept. – Public Sector 12502 Sunrise Valley Drive Reston, VA 20196	**Customer:** Attn: Teri Smith, Purchasing Officer Department of Administration 515 E Musser Street, Room 300 Carson City, NV 89701

5. INCORPORATED DOCUMENTS; ORDER OF PRECEDENCE. The Contract consists of this document entitled Master Service Agreement, together with the following incorporated documents: Contractor's Special Terms and Conditions, the Solicitation, the Contractor's Response. To participate in the Contract each Participating Entity must do so pursuant to a Participating Addendum either as a signatory thereto or as an eligible Buyer under the applicable Participating Addendum. The parties acknowledge and agree that each Participating Addendum executed in accordance herewith incorporates the terms and conditions of the Contract, and that the corresponding Participating Entities will be bound to the terms and conditions of that Participating Addendum and the Contract.

In the event of any conflict between the terms and conditions of any of the documents comprising, related to, or participating in the Contract, the following order of precedence will control:

1. The applicable Participating Addendum;
2. The Master Service Agreement;
3. The Contractor's Special Terms and Conditions (Attachment AA);
4. The Solicitation (Attachment BB);
5. The Contractor's Response (Attachment CC);

Neither the Special Terms and Condition, nor any purchase order(s) issued under the Contract shall contradict or supersede any terms and conditions in the Contract without written evidence of mutual assent to such change(s) between Contractor and the Lead State.

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. RESERVED

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. RESERVED
9. BID SPECIFICATIONS. Contractor certifies that any deviation from the specifications in the scope of work, incorporated herein as part of Attachment AA, have been clearly indicated by Contractor in its response, incorporated herein as Attachment CC; otherwise, it will be considered that the bid is in strict compliance. Any BRAND NAMES or manufacturers' numbers are stated in the specifications are intended to establish a standard only and are not restrictive unless the Solicitation states "no substitute," and unless so stated, bids have been considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance have not been considered.
10. RESERVED
11. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at the cost for each service as set forth in the Contractor's Special Terms and Conditions (Attachment AA). WSCA does not guarantee to purchase any amount under this Contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which early payment discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. Neither WSCA nor the Lead State is liable for any costs incurred by the bidder in proposal preparation.
12. PAYMENT. Payment is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail or payments may be made via a Buyer's "Purchasing Card."
13. TAXES. Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State or Participating Entity is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor agrees to be responsible for payment of any government obligations relating to Contract performance that are owed to Lead State or a Participating Entity that are not paid by Contractor's subcontractors during performance of this Contract. The Lead State Nevada may set-off against consideration due any delinquent government obligation in accordance with applicable law, including, but not limited to NRS 353C.190.
(a) Taxes Not Included. Contractor's rates and charges for Products and Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on, or based upon, the provision, sale or use of Products or Services. Additional information on the taxes, fees, charges, and surcharges collected by Contractor is posted on the Rates and Conditions Website (http://www.sprint.com/ratesandconditions).
(b) Withholding Taxes. Notwithstanding any other provision of this Agreement, if a jurisdiction in which Customer conducts business requires Customer to deduct or withhold separate taxes from any

amount due to Contractor, Customer must notify Contractor in writing. Contractor will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to Contractor will not be less than the amount Contractor would have received without the required deduction or withholding.

(c) Tax Exemptions and Exclusions. Contractor will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer and statutory exemptions and will not bill Customer for any such exempted taxes. Customer will not be responsible for payment of Contractor's direct income and employment taxes.

14. FINANCIAL OBLIGATIONS OF PARTICIPATING STATES. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Unless otherwise provided by state law or in a Participating Addendum, States incur no financial obligations on behalf of political subdivisions that are Participating Entities under this Contract. Unless otherwise specified in the Solicitation or the Participating Addendum, the resulting award(s) will be permissive.

15. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. REPORTS, WSCA ADMINISTRATIVE FEE. As more fully described in the Solicitation and Response and in accordance with the Contractor's Special Terms and Conditions (Attachment AA), the Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating Entity. This information will be utilized in computing and verifying the administrative fee payable to WSCA. Contractor shall pay an administrative fee of 1/10th of 1% (one-tenth of one percent) of the total wireless spend to WSCA.

17. DELIVERY. The prices bid shall be the delivered price to any Buyer. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in Attachment CC. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

18. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under this Contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the goods and require Contractor to correct them without charge. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part.

20. INSPECTION & AUDIT.

a. Books and Records. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP)

full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, during Contractor's normal business hours, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, upon reasonable prior written notice, by the following entities, (at such entities' sole cost and expense): WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives, and the authorized equivalent agencies of a Participating State or Participating Entity (collectively the "Auditing Authorities."). All subcontracts shall reflect requirements of this paragraph. Due to the highly sensitive and proprietary nature of Contractor's records, any third party auditor action on behalf of one or more of the Auditing Authorities shall be subject to prior approval by Contractor, and the third party auditor may be required at Contractor's sole discretion to execute the Contactor's standard non-disclosure agreement prior to examining, inspecting, copying or auditing Contractor's records. Such non-disclosure agreement shall not prohibit disclosure to or the Auditing Authorities or discussion between the third party auditor and the Auditing Authorities for the purpose of complying with section. Records available for audit shall be limited to records for the period of time since the auditing entity last performed an audit of that type of records. An audit by or on behalf of WSCA does not preclude a Participating Entity from performing its own audit.

c. Period of Retention. All books, records, reports, and statements relevant to this contract must be retained a minimum four (4) years after the contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if Contractor has received prior written notice that any federal funds are used in the contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when Contractor has been provided prior written notice that an audit is scheduled or is in progress, for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

21. CONTRACT TERMINATION; REMEDIES. Any of the following events shall constitute cause to declare a default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. The non-defaulting party shall issue a written notice of default providing a period in which the defaulting party shall have an opportunity to cure. The defaulting party shall be allowed thirty (30) calendar days to cure a default before this Contract is terminated for default, unless the default poses a substantial risk to human health or safety, in which case a commercially reasonable shorter cure period may be set by the non-defaulting party (which shall be no less than five (5) business days). In the event the default poses an imminent and substantial risk to human health or safety, the non-defaulting party may suspend use or operation of the products and services before the time for cure has expired. Time allowed for cure shall not diminish or eliminate the defaulting party's liability for damages. If the default remains, after the defaulting party has been

provided the opportunity to cure, the non-defaulting party may do one or more of the following: (1) exercise any remedy provided by law or by the terms of this Contract; (2) terminate this contract and any related contracts or portions thereof; and/or (3) WSCA may suspend Contractor from receiving future bid solicitations.

22. REMEDIES NOT EXCLUSIVE. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation $125 per hour for attorneys employed by the Lead State. The Lead State and any Participating State may set off consideration against any unpaid obligation of Contractor to that State or any of its departments, agencies or political subdivisions, to the extent allowed by law, including, for the Lead State, a setoff in accordance with NRS 353C.190.

23. LIMITED LIABILITY. Nevada will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply. Damages for any breach by the Lead State shall never exceed the amount of funds appropriated for payment by the Lead State or any of its agencies pursuant to a Participating Addendum entered into by the Lead State under this contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 125% of the contract maximum "not to exceed" value between Contractor and the applicable individual Buyer; provided, however, that if no "not to exceed" value is specified then Contractor's maximum liability shall be one million dollars ($1,000,000). Contractor's tort liability shall not be limited, except for the following limitations, which limitations shall apply to any claims or causes of action, whether based on contract, in tort, or based on any other legal theory:

i. For any claims whatsoever arising from or related to service disruption, regardless of the causes ("Service Disruption"), Contractor's sole liability is limited to a credit allowance equal to the proportionate charge to the Buyer for the period of the Service Disruption. Service Disruptions do not include unavailability of the Service during periods of scheduled or unscheduled network maintenance.

ii. In no event is Contractor liable for any consequential, special, incidental, indirect, exemplary or punitive damages,. nor for lost profits, loss of business, loss of data, loss of use, or lost savings or increased cost of operations, sustained by WSCA, a Participating Entity, a Buyer or any other end user in connection with this Contract.

24. FORCE MAJEURE. Neither party to this Contract shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

25. INDEMNIFICATION.

25.1 Contractor's Obligations to WSCA. To the fullest extent permitted by law, Contractor shall indemnify and defend, not excluding the Lead State's right to participate, the Lead State and/or WSCA from and against all third party claims for damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, relating to personal injury, death or damage to tangible personal

property that resulted from the negligence or willful misconduct of Contractor, its officers, employees and authorized agents.

25.2 Contractor's Obligations to Participating Entities (excluding authorized non-profit entities). The Contractor shall indemnify and defend Participating Entities and their officers, agencies and employees, from and against all third party claims for damages, losses and expenses, including reasonable attorney's fees, relating to personal injury, death or damage to tangible personal property that resulted from the negligence or willful misconduct of the Contractor, its officers, employees and authorized agents. Notwithstanding anything in this Contract to the contrary, Contractor's indemnification obligations with respect to Participating Entities that are authorized non-profit entities (and such Participating Entities indemnification obligations with respect to Sprint) shall be as set forth in Section 11 of Attachment AA.

25.3 Exception. Contractor will not be liable for damages that are the result of negligence or willful misconduct by WSCA, the Participating Entities, and/or their respective employees, officers, agencies and authorized agents.

26. INSURANCE SCHEDULE. Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

Unless different or additional insurance is required pursuant to the terms of a Participating Addendum, Contractor agrees that the following insurance coverages and policy limits shall also apply to, and operate for the benefit of, each Participating Entity that participates in this Contract pursuant to a Participating Addendum.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this Contract.

Any insurance or self-insurance available to the Lead State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

1) Contractor shall provide proof of worker's compensation insurance.
2) Employer's Liability insurance with a minimum limit of $500,000 each employee per accident for bodily injury by accident or disease.

Commercial General Liability Insurance

1) Minimum Limits required:
   $2,000,000.00 General Aggregate
   $1,000,000.00 Products & Completed Operations Aggregate
   $1,000,000.00 Personal and Advertising Injury
   $1,000,000.00 Each Occurrence
2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

1) Minimum Limit required: **$Waived** Each Occurrence for bodily injury and property damage.
2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
   The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

1) Minimum Limit required: $ **Waived** Each Claim
2) Retroactive date: Prior to commencement of the performance of the contract
3) Discovery period: Three (3) years after termination date of contract.
4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

1) May be used to achieve the above minimum liability limits.
2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: **$Waived** Per Loss for Employee Dishonesty
This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

General Requirements:

a. RESERVED
b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.
d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor may contain deductibles or self-insured retentions. Such deductibles or self-insured retentions shall not relieve

Contractor from the obligation to pay any loss or claim for which the Contractor is responsible under this Contract.

e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled. Insurer shall provide notice of cancellation via mail to Certificate Holders.

f. Approved Insurer: Each insurance policy shall be:
   1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and
   2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:
1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this Contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all insurance documents required by this Contract to the Lead State identified on page one of the Contract. Additional insurance obligations may be imposed in Participating Addenda executed by Contractor and eligible Participating Entities. Any additional or different insurance documents required by a Participating Addendum shall be provided to the Participating Entity.

27. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract.
28. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

29. SEVERABILITY. If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

30. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by WSCA, the Lead State, or a Participating Entity, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Neither party shall assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, customized computer code or other documents of any kind which are intended to be consideration under the Contract, and prepared or in the course of preparation by Contractor (or its subcontractors) specifically for WSCA in performance of its obligations under this Contract shall be the exclusive property of WSCA and all such materials shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of WSCA. Unless otherwise specifically stated in this Contract, WSCA shall have no proprietary interest in any pre-existing works or materials, or in any materials licensed to WSCA for use that are subject to patent, trademark or copyright protection. WSCA acknowledges that Contractor sells identical Products and Services to other customers of Contractor, and WSCA agrees that all intellectual property rights in the Products and Services are retained by Contractor and/or Contractor's suppliers. Contractor is not precluded from developing for itself or for others, products, services or materials that are competitive with or similar to or derived from the Products and Services provided under this Contract, and Contractor shall be free to use its general knowledge skills and experience and any ideas, concepts, know-how and techniques within the scope of its business practices that are used in the course of providing the Products and services to WSCA or any Participating Entity. All materials required to be delivered to WSCA under this paragraph shall be delivered to the Lead State.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the Lead State, and Participating States and their officers, agents and employees harmless from liability against third party claims that any of the Products or Services as provided by Contractor under this Contract infringe or violate any copyright, patent, tradename, trademark, trade secret, or other intellectual property rights. WSCA acknowledges and agrees that in connection with Sprint's indemnity obligations to WSCA for Products, Sprint may rely upon the indemnity being provided to Sprint by Sprint's third party suppliers for such Products. WSCA agrees to reasonably cooperate with Sprint and Sprint's third party suppliers in connection with the defense of the third party claims included in the indemnity obligations under this Agreement.

Contractor's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided by or requested by Customer; or (ii) Customer's continued use of infringing Products or Services after Contractor provides reasonable notice to

Customer of the infringement. For any third party claim that Contractor receives, or to minimize the potential for a claim, Contractor may, at its option and expense, either: (A) procure the right for Customer to continue using the Products or Services; (B) replace or modify the Products or Services with comparable Products or Services; or (C) terminate the Products or Services. The provisions of this Section state the entire liability and obligations of Contractor and any of its affiliates or licensors, and the exclusive remedy of State, with respect to any actual or alleged infringement in whole or in part, of any patent, copyright, trade secret, trademark or other intellectual property right by the Products or Services.

33. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records. Information or documents provided in connection with a Participating Addendum shall be governed by the public records laws and practices of the Participating State or Participating Entity.

34. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise designated in writing as such. The foregoing restrictions on use and disclosure of confidential information do not apply to information that: (a) is in the possession of Contractor at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the Contractor; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the Contractor without reference to the confidential information; or (e) is required to be disclosed by law, regulation, or court or government order.

35. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This Contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

37. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, council or board;

b. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

38. NON-COLLUSION. Contractor certifies that this Contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

39. WARRANTIES.

a. General Warranty. Contractor will perform all Services in a good and workmanlike manner consistent with accepted industry practice and in compliance with applicable laws and regulations. To the maximum extent possible, Contractor will pass through to Buyer all warranties available to Sprint for any Product(s) acquired hereunder.

b. Contractor does not manufacture Products and offers no warranty on any Products beyond the manufacturer's warranty provided directly from the manufacturer to the Buyer upon receipt of the Products. Except as, and then only to the extent, expressly provided in this Contract, Products and Services are provided "as is." Contractor disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services, or software.

40. CONFLICT OF INTEREST. Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of the Lead State or any WSCA Participating Entities to any

officer or employee of WSCA, the Lead State, or Participating Entities to secure favorable treatment with respect to being awarded this Contract.

41. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA, the Lead State, or any Participating Entity to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA, the Lead State, or any Participating Entity, except as expressly set forth herein.

42. POLITICAL SUBDIVISION PARTICIPATION. Participation under this Contract by political subdivisions (i.e., colleges, school districts, counties, cites, etc.,) of the WSCA Participating States shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices set forth in this Contract and in the applicable Participating Addendum.

43. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by WSCA and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. GOVERNING LAW: JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract. The construction and effect of any Participating Addendum or order against the Contract(s) shall be governed by and construed in accordance with the laws of the Participating State or the laws of the State in which the applicable Participating Entity is located if such entity is not a State. Venue for any claim, dispute or action concerning an order placed against the Contract(s) or the effect of a Participating Addendum shall be in the Purchasing State or the laws of the State in which the applicable Participating Entity is located if such entity is not a State.

45. SIGNATURES IN COUNTERPART. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

46. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this contract. The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator. A WSCA Member State or another entity authorized to participate in this contact shall execute with the Contractor a Participating Addendum consistent with this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature
Paget L. Alves

4/9/12
Date

Chief Sales Officer
Independent's Contractor's Title

Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA DIRECTORS

On 4/12/12
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General

On 11 Apr. 12
(Date)

Sprint — Approved as to Legal Form
KAC – 5 April 2012

APPROVED
SPRB
JS/PJM
4/6/2012

EXHIBIT B
Alternate Contract Source Terms and Conditions

[Placeholder]

EXHIBIT B

AGENCY REQUEST FOR REVIEW OF ALTERNATE CONTRACT SOURCE (PUR 7102)

Instructions: This form is to be utilized to request approval to use an alternate contract source, in accordance with rule 60A-1.047, Florida Administrative Code and s. 287.042(16)(a) FS.

The completed form must be sent from the Agency Purchasing Director's (or equivalent) email account, (e.g., Purchasing Director John Smith at Agency fills out and emails from his email address SmithJ@agency.state.fl.us), or, any agency representative may email the scanned image of a copy physically signed by the Purchasing Director (or equivalent). Either email must be submitted to alternatecontractsource@dms.myflorida.com. All requested or relevant documents (if any) should be attached to the same email.

If the agency cannot submit electronically, the document(s) may be mailed to State Purchasing, Attn: Agency Request for Review of Alternate Contract Source, 4050 Esplanade Way, Tallahassee, FL 32399. A cover sheet is not required.

State Purchasing Use Only
Date received: __/__/____
Number_____

1. State Agency Information
Agency Name: Department of Management Services
Address: Departmental Purchasing
4050 Esplanade Way
Tallahassee, Florida 32399

2. Requested by Purchasing Director (name): Anthony Garcia
3. Purchasing Director's phone number: (850) 413 - 7130
4. Purchasing Director's email: anthony.garcia@dms.myflorida.com

5. Agency contact (name): Jonathan Rakestraw
6. Agency contact phone number: (850) 921 - 0857
7. Agency contact email: jonathan.rakestraw@dms.myflorida.com

Contract Title and Number: WSCA 1907
Estimated contract value: $34,000,000.00
Name of Vendor: Sprint Solutions, Inc.
Contract Term (Beginning/Ending Dates): 4/9/2012 thru 10/31/2016
Contracting Entity (Name of City, County, etc.): State of Nevada
Contact Person with Contracting Entity: Teri Smith

Intended items of purchase by requesting agency: Wireless Services
Estimated Dollar Volume to be spent by your agency using this contract if certified: unknown

8. Submitting Requests: Send the completed form and attachments along with a copy of the alternate source contract, or a hyperlink to an online version of the requested contract, and bid/proposal tabulation documentation, either electronically or by regular U.S. mail as directed above.

Signature (if applicable): _____ Date: 10/1/12

Request approval for 1 (one) year
10/1/12

EXHIBIT B

FOR DMS USE ONLY

REVIEWED BY: COLIN BARTON DATE: 10.2.12

Proposed alternate source contract is a term requirements contract:
☑ Yes ☐ No

Proposed purchase is within contract scope, considering items, locations, term, volumes, etc.: ☑ Yes ☐ No

Contract would be cost effective and in best interests of the State:
☑ Yes ☐ No

Comments:_____

RECOMMENDATION:

☐ Disapproved
☑ Approved for issuance of orders or contracts through 10.31.13 (date).

Approval is contingent upon execution by the contractor of Alternate Contract Source Terms and Conditions, attached, if applicable contract terms required by Florida Statutes are not included in the alternate contract for which approval has been requested.

EXHIBIT B

ALTERNATE CONTRACT SOURCE
TERMS AND CONDITIONS

Pursuant to section 287.042(16)(a)-(b), F.S., the Department of Management Services ("DMS") has evaluated the contract attached hereto as Exhibit A (the "Contract") and has determined that it is cost-effective and in the best interest of the state to allow the Agency identified below (the "Approved Buyer" or "Buyer") to enter into a transaction with the Contract vendor. The terms and conditions contained in this Alternate Contract Source Agreement ("Agreement") shall apply to all transactions between the Contract vendor and the Approved Buyer, and they shall control in the event of any conflict with attached terms.

1. In order to complete any transaction between the Approved Buyer and the Contract vendor, the vendor must be registered in MyFloridaMarketPlace. Rule 60A-1.031, F.A.C., is hereby incorporated by reference. Unless exempt as provided in rule 60A-1.032, all transactions are subject to a transaction fee of 1.0% pursuant to the rule.

2. The provisions of section 287.058(1)(a), (c), and (f), F.S. are hereby incorporated by reference. If the transaction involves contractual services, the provisions of 287.058(1)(b), (d), and (e), F.S. are also incorporated by reference.

3. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, F.S. and 216.347, F.S., prohibiting use of funds to lobby the Legislature, Judiciary, or state agencies.

4. The vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the vendor shall comply with section 247 of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, disability, marital status, or veteran's status.

5. Interest penalties for late payment are available subject to the provisions of section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency may be contacted at 850-488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

6. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement or the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply, and the Contractor waives any right to jury trial that it may have.

7. In the event of any conflict between the terms of this Agreement and the Contract, the terms contained in this Agreement shall supercede.

Approved by:

State Purchasing
Department of Management Services

Signature: Kelly Loll

Printed Name: Kelly Loll

Date: 10/4/12

State Technology Office

Signature: Not Applicable

Printed Name:

Date:

Agreed by:

Agency Name: Dept. of Mgmt. Svcs

Signature:

Printed Name: A Garcia

Date: 10/1/12

Contract Vendor: Sprint Solutions, Inc.

Signature:

Printed Name: John C. Dupree

Date: 10/12/12

EXHIBIT C – FUNDING DOCUMENT

[INSERT TEMPLATE BELOW TO AGENCY/ENTITY LETTERHEAD]

<Date>

<Agency Name>
<Contracting Officer or Authorized POC- insert Name & Title>
<Street Address>
<City>, <State> <ZIP Code>
<Insert Phone Number>
<Email>

Dear <Insert Sprint Sales Rep Name>.

The units on the following Billing Account Numbers listed below are eligible to purchase wireless communication services under the **Western State Contracting Alliance (WSCA) Master Service Agreement, No. 1907**, dated April 12, 2012, and the **WSCA Participating Addendum between Sprint Solutions, Inc., and the State of Florida No. DMS-12/13-009.**

Billing Account Numbers: [Insert List of Sprint Billing Account Numbers]

I, _____, hereby certify that the following information provided herein is true and accurate as of the date of this letter: (1) I am an authorized purchaser for [Insert Agency Name]; (2) all orders will be in accordance with and subject to the pricing, terms and conditions under the **Western State Contracting Alliance (WSCA) Agreement, No. 1907, and the WSCA Participating Addendum with the State of Florida No. DMS-12/13-009;** and (3) Sprint is authorized to invoice the total dollar amount for services and equipment ordered by an authorized purchaser for the [Insert Agency Name].

Furthermore, I certify the [Insert Agency Name] (1) shall pay charges incurred for the period of time the units are active with Sprint and until written notice of cancellation is provided to Sprint; and (2) the [Insert Agency Name] acknowledges and understands that Sprint will not automatically terminate service until written notice of cancellation is received by Sprint. The [Insert Agency Name] agrees to pay Sprint for all fees and charges for services and equipment received up to the effective date of cancellation.

If there is a change in the above authorization, it is the responsibility of the authorized purchaser to provide written notification to Sprint within ten (10) days at the following address:

Sprint
12502 Sunrise Valley Drive
Mailstop: VARESA0208
Reston, VA 20196
Attn: Public Sector Contracts Manager

Sincerely,

<Sign Name, Title>

EXHIBIT 7 – DISCOUNTS

EXHIBIT 7
DISCOUNTS

All new and existing, employees of the State of Florida and customers eligible to use SUNCOM services per chapter 282, Florida Statutes ("Eligible Employees"), may, during the term of this Agreement, purchase Products and Services for personal use and receive an Individual-Liable Service Pricing Discount for eligible charges referenced in the Individual-Liable Service Pricing Discount Table below ("Individual-Liable Service Pricing Discount", ILSPD). The Individual-Liable Service Pricing Discount is subject to and conditioned upon: (1) the Eligible Employee signing Service Provider's consumer subscriber agreement; (2) the Eligible Employee providing to Service Provider satisfactory evidence of employment with the State of Florida or the customer eligible to use SUNCOM services; and (3) the Eligible Employee complying with Service Provider's current terms and restrictions regarding discounts as described in Service Provider's consumer subscriber agreement. The Department and Service Provider will agree on methods for employment verification. Upon termination of this Agreement for any reason, or upon the Eligible Employee's termination of employment with the State of Florida or the customer eligible to use SUNCOM services, Service Provider may cease applying the Individual-Liable Service Pricing Discount. Except for the Individual-Liable Service Pricing Discount and the conditions set forth, Individual-Liable Active Units (as defined as an Active Unit activated by an Eligible Employee and for which the Eligible Employee is financially responsible) are governed exclusively by the terms and conditions in the consumer subscriber agreement.

Employees that are eligible for the ILSPD will maintain the ILSPD as a retiree of the State of Florida if the end user (i) has an active line of service receiving the ILSPD prior to retirement and (ii) receives retirement benefits directly from the State of Florida ("Retired Employee(s)").

The plans included in Exhibit 3 will not be available to Eligible Employees for personal use and shall only be used by Corporate-Liable Active Units on this Agreement. The Individual-Liable Service Pricing Discount shall not be subject to the 1.0% Transaction Fee paid to the Department or reporting requirements in Section 7.03. However, the utilization volume, quantity of plan subscriptions by type, and dollars collectively spent by Eligible Employees and Retired Employees receiving the ILSPD discounts shall be reported monthly to the Department.

Service Provider and the Department will develop and agree to a communications plan to present discounts and to sell to Eligible Employees within 60 days of the Effective Date. Communications may include new hire materials, benefits enrollment materials, e-mail, payroll stuffers, newsletters, or Internet and intranet links, chair drops, or other mutually agreed to methods.

Service Provider shall waive activation fees for all eligible Individual-Liable Active Units.

Individual-Liable Service Pricing Discount Table:

Category	% Discount
Equipment	N/A
Services	18%
Accessories	N/A

CONTRACT BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
SPRINT SOLUTIONS, INC.

CONTRACT NO.: DMS-10/11-008B

AMENDMENT 10

THIS AMENDMENT ("Amendment"), to the Mobile Communication Services (MCS) Contract No. DMS-10/11-008B, effective January 13, 2012 ("Contract"), is entered into as of the last date signed below, by and between the parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and Sprint Solutions, Inc., ("Contractor"). Contractor and the Department are hereinafter referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and

WHEREAS, the Contract provides for up to five (5) years of renewal and the current expiration date of the Contract is January 12, 2017; and

WHEREAS, the Contract has remaining renewals for up to five (5) years; and

WHEREAS, the Department wishes to exercise its option to renew the Contract for an additional five (5) years.

WHEREFORE, in consideration of the foregoing premises, the Parties hereto agree that the Contract shall be amended as follows:

1. **CONTRACT 2.01 – Initial Term:** The Parties agree that the Term of this Contract shall be renewed for an additional period of five (5) years commencing on January 13, 2017, and continuing through January 12, 2022, unless extended, cancelled or terminated as provided in the terms and conditions of the Contract. The Parties agree that no additional renewal periods will remain after January 12, 2022.

Specific Appropriation:
The following is the specific state funds from which the State will make payment under the Contract:

General Appropriations Act (Florida Law)

2840 SPECIAL CATEGORIES

CENTREX AND SUNCOM PAYMENTS

FROM COMMUNICATIONS WORKING

CAPITAL TRUST FUND $108,035,421

All other terms and conditions of the Contract shall remain in full force and effect.

SO AGREED by the parties' authorized representatives on the dates noted below:

DEPARTMENT OF MANAGEMENT SERVICES

Ben Wolf, Chief of Staff

2/9/16

Date

SPRINT SOLUTIONS, INC.

Kimberlin Green Kerr

Signature

Kim Green-Kerr, Vice President, Small Medium Business

Print Name & Title

1-11-2015

Date

APPROVED
P&CA
DWB
1/6/2016

Sprint Ref. #BSG1511-0021

Sprint Approved as to Legal Form – HRF 01/06/16

QWS3270X 3/23/2017 11:03 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 03/23/2017
LINK TO: ACCOUNT SUMMARY INQUIRY 11:02 AM

FISCAL MO/YEAR : 06 2017 CURRENCY CODE :
INDEX CODE : AFIT531CSCS INFORMATION TECHNOLOGIES
SUBOBJECT : 04105 WIRELESS COMMUNICATIONS
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	MAR 2017	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	843,503.86	843,503.86
EXPENDITURES	.00	177,772.48	177,772.48
ENCUMBRANCES	.00	52,399.84	52,399.84
PRE-ENCUMBRANCES	1,111.77	18,682.67	18,682.67
REMAINING BALANCE	-1,111.77	594,648.87	594,648.87

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND

QWS3270X 3/23/2017 10:58 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 03/23/2017
LINK TO: ACCOUNT SUMMARY INQUIRY 10:58 AM

FISCAL MO/YEAR : 06 2017 CURRENCY CODE :
INDEX CODE : SHPP011ISM INFORMATION SYSTEMS MANAGEMENT
SUBOBJECT : 04105 WIRELESS COMMUNICATIONS
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	MAR 2017	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	966,091.00	966,091.00
EXPENDITURES	4,982.12	21,807.14	21,807.14
ENCUMBRANCES	-4,982.12	21,427.97	21,427.97
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	922,855.89	922,855.89

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND