



FAIRFAX COUNTY
PUBLIC SCHOOLS

Department of Financial Services

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

Sprint Solutions, Inc.
Attn: David Aspinall
12502 Sunrise Valley Drive
Mailstop VARESA0208
Reston, VA 20196

FEB 26 2016

Reference: RFP 2000001706- Telecommunications Services: Wireless Digital & Data Services, Associated Services/Equipment.

Dear Mr. Aspinall:

Acceptance Agreement

Contract Number: 4400006677

This acceptance agreement signifies a contract award to Sprint Solutions, Inc., for Wireless Digital & Data Services, Associated Services/Equipment.

The period of the contract shall be from **July 1, 2016 through June 30, 2021** with the option to renew for five (5) additional one year period.

The contract award shall be in accordance with:

1. This Acceptance Agreement;
2. The Terms and Conditions of RFP 2000001706 Telecommunications Services: Wireless Digital & Data Services, Associated Services/Equipment, and all addenda;
3. Your Proposal dated October 06, 2015;
4. The signed Memorandum of Negotiations.

Please note that this is not an order to proceed. A purchase order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions Paragraph 23 within ten (10) days after receipt of this letter.

Sincerely,

Michelle R. Pratt
Acting Director

MRP/lis

*BAH
2/26/16*



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Mr. David Aspinall
Vice President Sales
Sprint Solutions, Inc.
12502 Sunrise Valley Drive
Mailstop VARESA0208
Reston, VA 20196

FEB 26 2016

Reference: Memorandum of Negotiations
RFP2000001706 - Telecommunications Services: Wireless Digital Voice & Data
Services, Associated Services/ Equipment

Dear Mr. Aspinall:

Thank you for responding to Request for Proposal, RFP2000001706 - Telecommunications Services: Wireless Digital Voice & Data Services, Associated Services/ Equipment. Enclosed with this letter is the Memorandum of Negotiations, which defines the final agreement between your firm and Fairfax County Public Schools and Fairfax County Government.

Please review the Memorandum of Negotiation, execute a legal authorized signature in the space provided, and return it to my office by 3:00 PM Eastern Standard Time on February 23, 2016. After I receive the signed Memorandum of Negotiations, I will return an executed copy to you along with the Acceptance Agreement which signifies award of this contract to your firm.

If you have any questions or need additional information, don't hesitate to contact me at 571-423-3581 or via email lsultan@fcps.edu. Thank you for your interest in Fairfax County Public Schools' requirements and we hope that you will bid on future requirements.

Sincerely,

A handwritten signature in black ink that reads 'Laila Sultan' with a stylized flourish at the end.

Laila Sultan, CPPB
Contract Administrator

Attached: Memorandum of Negotiations

DISTRIBUTION:

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MEMORANDUM OF NEGOTIATION

**RFP2000001706 - Telecommunications Services: Wireless Digital Voice & Data
Services, Associated Services/ Equipment**

The County of Fairfax, Fairfax County Public Schools (hereinafter called the County/FCG or FCPS) and Sprint Solutions, Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract Telecommunications Services: Wireless Digital Voice & Data Services, Associated Services/ Equipment. The final contract contains the following items:

- a. Fairfax County's Request for Proposal RFP2000001706 and all Addenda;
- b. Sprint Solutions, Inc., Technical and Business proposal as amended by this Memorandum of Negotiations;
- c. Revised Pricing Summary
- d. Sprint Device Portfolio
- e. Sprint Government Wireless Service Agreement
- f. All subsequent amendments to the contract;
- g. RFP2000001706 terms and conditions supersede all other documents unless identified in this Memo of Negotiations.

The following provisions were negotiated and are incorporated in the contract:

1. Seed stock is available to FCPS and Fairfax County ("the County") only through the application of local market discretionary credits. During each year of the initial term and any subsequent renewal term(s) of the Contract ("Total Contract Term"), Sprint will provide FCPS and the County their own seed stock. Sprint will provide two (2) devices to be used as seed stock for every forty (40) devices FCPS and the County activates on a Billing Account Number ("BAN") with a Sprint Service Plan that has a Monthly Recurring Charge ("MRC") of \$46.99 or higher (not including applicable taxes, fees or surcharges). The total seed stock devices shall not exceed fifty (50) devices per year per BAN for FCPS and the County each. The seed stock devices will be a device that is at least two generations back from the majority of the then-activated devices on each respective BAN. FCPS and the County are individually responsible for managing their own seed stock required each year of the Total Contract Term. If, in any given year of the Total Contract Term, before the termination of the Contract, FCPS and/or the County does not activate the entire fifty (50) seed stock devices on each respective BAN, then the remaining number of seed stock devices not activated shall apply towards the not-to-exceed amount of fifty (50) seed stock devices for the following year.

2. Sprint offers the County their Custom Aisles website at no cost, with no usage requirements or parameters, for the contract term.
3. Sprint agrees to provide historical billing data at no charge for a minimum of three years.
4. The 2-Year Upgrade Program allows for a device upgrade following a full 24 months of use at the government flat rate purchase price. Fairfax corporate liable users do not have to pay an upgrade fee. Upgrades or replacements prior to a full 24 months may be made only at the Suggested Retail Price (SRP).
5. In addition to offering existing FCPS and FCG Corporate-Liable Active Units who purchase their discounted device based on the 1-Year Net Price with a Minimum Service Term of 12 months the ability to upgrade or replace that device after 12 months of continuous service, Sprint would like to also offer FCPS and FCG the following exclusive twelve (12) month upgrade device credits for its Corporate-Liable Active Users:
 - \$70 Credit (through the application of local market discretionary credits) on Samsung Grand Prime off the one (1) year flat rate price of \$99.99 and the selection of a \$39.99 monthly recurring charge plan. No other credits will apply.
 - \$70 Credit (through the application of local market discretionary credits) on HTC Desire off the one (1) year flat rate price of \$85.99 and the selection of a \$39.99 monthly recurring charge plan. No other credits will apply. The credit amounts and devices models listed above are subject to change in Sprint's sole discretion based on device availability. Sprint may in its sole discretion offer different upgrade terms for devices with a differently structured discounted device price as the then-current device pricing is subject to change throughout the term of the contract. Device credits provided are through the application of local market credits. Please refer to *Attachment 1* of Sprint's current Device Portfolio.
6. Any Corporate-Liable customer who ports their existing number from another carrier to Sprint and activates on a Smartphone device will receive a \$150 credit per line ported in. All other device ports will be eligible for a \$100 credit per line ported in. Port-in credits are offered throughout the lifecycle of the contract to CL users activating Sprint service. Customers must register online within 72 hours from port in date at <https://www.sprintportcredit.com> to request your service credit. Port in Credits cannot be combined with Sprint's twelve (12) month upgrade plan.
7. FCG- In building Solution/coverage will be incorporated as an amendment at a later date.

RFP 2000001706- Special Provisions Paragraphs revised:

5. CONTRACT PERIOD AND RENEWAL:

5.4 The obligation Fairfax County Public Schools (FCPS) and Fairfax County Government to pay compensation due the contractor under the contract or any

other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. The County may terminate this contract at the end of the then-current fiscal period, without incurring any form of payment liability in excess of previously appropriated amounts, only when FCPS and Fairfax County Government are unable to secure or allocate sufficient appropriation to fulfill its financial obligations under the contract for the following fiscal year. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors and at least thirty (30) calendar days before the effective date of termination. At Contractor's request, FCPS and Fairfax County Government will provide supplemental documentation regarding the non-appropriation of funds. FCPS and Fairfax County Government must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied. If the County terminates the contract in part or in whole under this provision, the County will not obtain the Services or functional equivalents from any other provider for a period of 180 days from after the effective date of termination.

10.2. BILLING

M. The parties agree to work in good faith to resolve disputed amounts on invoices. If FCPS disputes a charge in good faith, FCPS may withhold payment of that charge if FCPS (A) makes timely payment of all undisputed charges; and (B) within 30 days of the due date, provides Sprint with a written explanation of FCPS's reasons for disputing the charge. FCPS must cooperate with Sprint to resolve promptly any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify FCPS and, within 5 business days of receiving notice, FCPS must pay the charge or invoke the dispute resolution process in this Agreement. If Sprint determines in good faith, that the disputed charge is invalid, Sprint will credit FCPS for the invalid charge. FCPS will not pay late charges on disputed charges.

N. FCPS will not be liable for charges which are not invoiced within twelve (12) months of the date the service was provided. FCPS must bring claims or disputes for any charge or invoice within twelve (12) months of the date of the invoice.

10.7. BILLING

H. The parties agree to work in good faith to resolve disputed amounts on invoices. . If FCG disputes a charge in good faith, FCG may withhold payment of

that charge if FCG (A) makes timely payment of all undisputed charges; and (B) within 30 days of the due date, provides Sprint with a written explanation of FCG's reasons for disputing the charge. FCG must cooperate with Sprint to resolve promptly any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify FCG and, within 5 business days of receiving notice, FCG must pay the charge or invoke the dispute resolution process in this Agreement. If Sprint determines in good faith, that the disputed charge is invalid, Sprint will credit FCG for the invalid charge. FCG will not pay late charges on disputed charges.

I. FCG will not be liable for charges which are not invoiced within twelve (12) months of the date the service was provided. FCG must bring claims or disputes for any charge or invoice within twelve (12) months of the date of the invoice.

23. CONTRACT INSURANCE PROVISIONS

23.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. To the extent permitted by applicable Virginia law, each party's maximum liability for damages caused by its failure(s) to perform its obligations under this Agreement (other than Service disruptions) is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or tangible personal property, caused by the party's negligence or willful misconduct; or (B) proven direct damages for all other claims arising out of this Agreement, excluding Service disruptions, not to exceed in the aggregate, in any 12 month period, an amount equal to the County's total net payments for the affected Services purchased in the 6 months prior to the event giving rise to the claim. The County's payment obligations and Sprint's indemnification obligations under this Agreement are excluded from this provision. NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS, OR CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. LOST PROFITS INCLUDE, BUT ARE NOT LIMITED TO, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES OR WHETHER THE PARTIES BARGAINED FOR ANY REVENUE THAT MAY BE GENERATED AS A RESULT OF THIS AGREEMENT.

23.4. Indemnification: Article 63 of the General Conditions and Instruction to Bidders (Appendix A) shall apply.

26. PAYMENTS

26.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, Paragraph 10, TASKS TO BE PERFORMED. Sprint will invoice the County, and the County will pay Sprint, in United States dollars (USD), unless otherwise mutually agreed in writing by the parties. Payment terms are net 30 days from

the date of invoice receipt. Invoices are deemed to have been received within 5 days of the invoice date. If the County fails to make payment within 30 days of receiving Sprint's written notice of nonpayment, Sprint reserves the right to charge a late fee (up to the maximum allowed by law) or take other action to compel payment of past due amounts, including suspension or termination of Service, unless prohibited by applicable law. The County may not offset credits owed to the County on one account against payments due on the same or another account without Sprint's written consent. Sprint's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. The County's payment obligations include late charges and third party collection costs incurred by Sprint including but not limited to reasonable attorneys' fees, if the County fails to cure its breach of these payment terms. If the County elects to participate in the Preferred Pay Program, the County will remit payment using cash, check, or electronic funds transfer.

27. CHANGES

27.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. The County will ensure that only persons authorized by the County will issue orders under this Agreement, and the County is liable for all orders issued under this Agreement. Sprint may accept an Order by (1) signing and returning a copy of the Order to the County; (2) delivering any of the Products or Services ordered; (3) informing the County of the commencement of performance; or (4) returning an acknowledgment of the order to Customer. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.

27.2. This Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to this Agreement are not valid unless accepted in writing by both parties.

28. DELAYS AND SUSPENSIONS

28.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. If Customer exercises its right to suspend or interrupt service, Customer must pay Sprint all applicable charges and fees for Products and Services received up to the effective date of suspension or interruption of service.

28.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor.

28.3. If Sprint cannot install or make available the product or service by the delivery date specified in the County's order due to a County-caused delay, Sprint may bill the County as of the delivery date specified in the order, or if no

date is specified, any time 30 days or more after the Effective Date of the Agreement.

29. ACCESS TO AND INSPECTION OF WORK

29.1. Sprint owns and/or operates various facilities at numerous locations to provide digital mobile wireless telecommunications throughout the United States. Contractor will make its facilities available for inspection at reasonable times in the ordinary course of business subject to the following: (a) County shall identify the facilities that may be subject to inspection under the Agreement; (b) such inspections shall be reasonably limited in geographic scope and shall only pertain to facilities which are directly related to Contractor's performance of this Agreement; (c) the County shall provide reasonable prior written notice of any inspections; and (d) Contractor reserves the right to pre-approve and require any designees or representatives who are not employees of the County to enter into Contractor's confidentiality agreement as a condition to access to and inspect such facilities.

- A. The Successful Offeror(s) will be required to adhere to the Vendor Code of Conduct and Expectations attached as Appendix E, Exhibits 1A and 1B.
- B. All on-site vendor personnel or subcontractors are subject to the terms and conditions as stated in: 1. FCPS Vendor Code of Conduct and Expectations (Appendix E, Exhibit 1A) 2. FCG Vendor Code of Conduct and Expectations (Appendix E, Exhibit 1B)

RFP 2000001706- General Conditions and Instructions Paragraphs revised:

32. TERMINATION FOR CONVENIENCE

The date upon which the County's termination for convenience will become effective shall be determined pursuant to mutual agreement of the parties taking into account the Contractor's ability to decommission its services within a specified period of time not to exceed thirty (30) days.

33. TERMINATION OF CONTRACT FOR CAUSE

The County's notice to immediately terminate the contract pursuant to this provision shall be delivered at any time once the Contractor fails to perform its obligations after being provided a 30-day written notice to cure such failure by the County.

35. SUBLETTING OF CONTRACTOR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. However, Contractor may assign the contract to a parent company, controlled Affiliate,

Affiliate under common control or an entity that has purchased all or substantially all of its assets upon written notice to the County.

43. PRICE REDUCTION

Sprint recognizes the Customer's buying power and strives to provide the most competitive pricing available. However, offering true most favored customer pricing presents several challenges for Sprint: (i) as a common carrier, Sprint is prohibited by law from unreasonably discriminating between similarly situated customers; (ii) offering such pricing may trigger provisions in other Sprint agreements compelling Sprint to provide credits or rebates to other customers or categories of customers, which may not be commercially feasible, thereby placing Sprint in breach or default; and (iii) providing most favored customer pricing is against Sprint corporate policy. Sprint will continue to offer highly competitive pricing and discounts for its services in a manner in which the prices Sprint 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.

63. INDEMNIFICATION

Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against third party claims of injuries, death, damage to tangible personal property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County arising directly from performance of this Agreement and caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

75. COOPERATIVE PURCHASING

The County and Sprint authorize governmental entities and political subdivisions within the Commonwealth of Virginia, District of Columbia, State of Delaware, State of Maryland and the State of West Virginia including local municipalities, counties, public healthcare agencies, public utilities, public schools and public institutions of higher education ("Cooperative Purchasers") to use this Agreement to obtain Sprint Products and Services through the issuance of purchase orders or Sprint approved funding document and without further formal agreement. The following entities are not authorized by Sprint to use this Agreement: i) non-profit organizations in the United States; and ii) other public bodies, public agencies or institutions of the United States not located within the Commonwealth of Virginia, District of Columbia, State of Delaware, State of Maryland or the State of West Virginia. Cooperative Purchaser's submission of a purchase order or Sprint approved funding document to Sprint seeking to purchase

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Memorandum of Negotiations
Sprint
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under the terms provided hereunder shall act as such Cooperative Purchaser's acceptance of, and agreement to be bound by, the terms and conditions contained herein in the same manner as they apply to the County. Sprint and any Cooperative Purchaser acknowledge that Cooperative Purchasers are independent and autonomous entities from the County and agrees that the County shall not be responsible for the actions or in actions of the Cooperative Purchaser, including without limitation, any payment obligations.

All other prices, terms, and conditions remain the same.

ACCEPTED BY:



Name: Michaela Clairmonte - Manager, Contract Negotiations
Sprint Solutions, Inc.

2/23/2016
Date



Michelle R. Pratt, Acting Director
Office of Procurement Services

3/24/16
Date

Approved by
Public Sector Legal
as to legal form

TFD 2/23/16



ADDITIONAL NEGOTIATION FOLLOW UP TO
RFP 2000001706 - TELECOMMUNICATIONS SERVICES:
WIRELESS DIGITAL VOICE & DATA SERVICES,
ASSOCIATED SERVICES/EQUIPMENT

Section A Price Breakdown

Offerors must provide a price breakdown for each service separately as well as totals for all services provided together if prices differ.

Please find the completed pricing tables within this section.

RFP 2000001706 Appendix C
PRICING SUMMARY SHEET
(Ref: Special Provisions (Pricing Plans), Paragraph 8.6 and 8.12)

VOICE

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
0 pooled minutes	N/A	N/A	N/A	Plan Not Available. Sprint is recommending the Custom Voice 200 Plan.
0 pooled minutes with unlimited text messaging	N/A	N/A	N/A	Plan Not Available-. Sprint is recommending the Custom Voice 200 Plan.
0 pooled minutes with unlimited two-way radio and unlimited text messaging	N/A	N/A	N/A	Plan Not Available. Sprint is recommending the Custom Voice 200 Plan.
200 pooled minutes	\$19.99	0.00%	\$19.99	The Custom Voice 200 plan includes 200 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group Connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail. Roaming charges are included. Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDC SM , are available with certain devices and may be subject to an additional charge.
300 pooled minutes	\$20.99	0.00%	\$20.99	The Custom Voice 300 plan includes 300 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to

**ADDITIONAL NEGOTIATION FOLLOW UP TO
RFP 2000001706 - TELECOMMUNICATIONS SERVICES:
WIRELESS DIGITAL VOICE & DATA SERVICES,
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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				Mobile, Unlimited Direct Connect & Group Connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail. Roaming charges are included. Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDC SM , are available with certain devices and may be subject to an additional charge.
450 pooled minutes	\$21.99	0.00%	\$21.99	The Custom Voice 450 Plan includes 450 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group Connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail. Roaming charges are included. Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDC SM , are available with certain devices and may be subject to an additional charge.
600 pooled minutes	23.99	0	23.99	The Custom Voice 600 Plan includes 600 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group Connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail. Roaming charges are included. Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to,

**ADDITIONAL NEGOTIATION FOLLOW UP TO
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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				TeamDC SM , are available with certain devices and may be subject to an additional charge.
450 pooled minutes with unlimited text messaging	\$28.99	0.00%	\$28.99	The Custom Voice 450 Plan with Sprint Domestic Unlimited Messaging Add-On includes 450 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group Connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail. Roaming charges are included. Direct Connect and Group Connect are available on select devices. Additional Direct Connect [®] features, including, but not limited to, TeamDC SM , are available with certain devices and may be subject to an additional charge. Pricing includes \$7 NET Add-on for Unlimited text messages.
450 pooled minutes with unlimited two-way radio, unlimited text messaging	\$28.99	0.00%	\$28.99	The Custom Voice 450 Plan includes 450 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail. Roaming charges are included. Direct Connect and Group Connect are available on select devices. Additional Direct Connect [®] features, including, but not limited to, TeamDC SM , are available with certain devices and may be subject to an additional charge. Pricing includes \$7 NET Add-on for Unlimited text messages.
Unlimited minutes	\$35.00	0.00%	\$35.00	Sprint Business Fusion Unlimited Talk and Text Smartphone Plan offers Customers a \$20 monthly

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				<p>discount for Unsubsidized Smartphones. Discounts are applied within 2 bill cycles and discounts are not prorated. This plan includes unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect® and Group Connect® are only available on select devices. Customer must purchase a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan. Roaming is limited to 100MBs or a majority of KBs for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile HotSpot usage. Roaming is not available on the Sprint 4G Network at this time. Data usage will be pooled among Smartphones on the 1GB and 2GB Data Plans, and with data usage on devices in Pool Group Two described in Sprint's Government Wireless Services Agreement.</p>
Unlimited minutes with unlimited text messaging	\$35.00	0.00%	\$35.00	<p>Sprint Business Fusion Unlimited Talk and Text Smartphone Plan offers Customers a \$20 monthly discount for Unsubsidized Smartphones. Discounts are applied within 2 bill cycles and discounts are not prorated. This plan includes unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect® and Group Connect® are only available on select</p>

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				<p>devices. Customer must purchase a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan. Roaming is limited to 100MBs or a majority of KBs for all Smartphone Data Plans.</p> <p>This Roaming limitation includes Sprint Mobile HotSpot usage. Roaming is not available on the Sprint 4G Network at this time. Data usage will be pooled among Smartphones on the 1GB and 2GB Data Plans, and with data usage on devices in Pool Group Two described in Sprint's Government Wireless Services Agreement.</p>
Unlimited minutes with unlimited text messaging, unlimited two-way radio	\$35.00	0.00%	\$35.00	<p>Sprint Business Fusion Unlimited Talk and Text Smartphone Plan offers Customers a \$20 monthly discount for Unsubsidized Smartphones. Discounts are applied within 2 bill cycles and discounts are not prorated. This plan includes unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect® and Group Connect® are only available on select devices. Customer must purchase a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan. Roaming is limited to 100MBs or a majority of KBs for all Smartphone Data Plans.</p> <p>This Roaming limitation includes Sprint Mobile HotSpot usage. Roaming is not available on the Sprint 4G Network at this time. Data usage will be pooled among Smartphones on the</p>

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				1GB and 2GB Data Plans, and with data usage on devices in Pool Group Two described in Sprint's Government Wireless Services Agreement.
Unlimited Two-Way Radio	\$0.00	0.00%	\$0.00	Unlimited Direct Connect® and Group Connect® are included in the following Service Plans at no cost: Sprint Business Advantage Talk Plans, Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only Smartphone, Sprint Business Fusion Smartphone and Feature Phone Plans, and the Custom Voice Plans. Direct Connect® and Group Connect® are only available on select devices.
Unlimited Text Messaging	\$7.00	0.00%	\$7.00	Unlimited Messaging is included in the following Service Plans at no cost: Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only Smartphone, and Sprint Business Fusion Smartphone and Feature Phone Plans. Unlimited Messaging may be added to other voice plans as a Sprint Voice Plan Add-On option for \$7.00/month per user.
Voice Overage Rate	\$_.25_/minute		\$_.25_/minute	The \$0.25/minute per user Anytime Minutes Overage applies to the following Service

**ADDITIONAL NEGOTIATION FOLLOW UP TO
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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				Plans at no cost: Sprint Business Advantage Talk Plans, Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, and the Custom Voice Plans.
Charge per line for shared/pooled plans	\$0.00	0.00%	\$0.00	Charge per line for shared/pooled plans are based on the Pooled Anytime Minutes Plan/Shared Minute Plan each User selects. The available pooling plans include: Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Flat Rate Business Plan, and Custom Voice Plans.
Paging thru phone	\$7.00	0.00%	\$7.00	<p>Unlimited Messaging is included in the following Service Plans at no cost: Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only Smartphone, and Sprint Business Fusion Smartphone and Feature Phone Plans.</p> <p>Unlimited Messaging may be added to other voice plans as a Sprint Voice Plan Add-On option for \$7.00/month per user.</p>
Group Paging thru phone	\$7.00	0.00%	\$7.00	Unlimited Messaging is included in the following Service Plans at no cost: Sprint Business Advantage Messaging

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				<p>Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only Smartphone, and Sprint Business Fusion Smartphone and Feature Phone Plans.</p> <p>Unlimited Messaging may be added to other voice plans as a Sprint Voice Plan Add-On option for \$7.00/month per user.</p>
PPT Unlimited	\$0.00	0.00%	\$0.00	<p>Unlimited Direct Connect® and Group Connect® are included in the following Service Plans at no cost: Sprint Business Advantage Talk Plans, Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only Smartphone, Sprint Business Fusion Smartphone and Feature Phone Plans, and the Custom Voice Plans. Direct Connect® and Group Connect® are only available on select devices.</p>
Voice Mail	\$0.00	0.00%	\$0.00	<p>Voice Mail is included in the following Service Plans at no cost: Sprint Business Advantage Talk Plans, Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only</p>

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				Smartphone, Sprint Flat Rate Business Plan, and the Custom Voice Plans.

*Standard Monthly Fee and Monthly Fee are not inclusive of applicable Taxes, Fees and/or Surcharges.

BUNDLE VOICE AND DATA

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
200 pooled minutes with unlimited data, and unlimited text	\$59.99	25.00%	\$44.99	Sprint Business Advantage Messaging and Data 200 Plan includes 200 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect® & Group Connect®, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming, Unlimited Data Access and Unlimited GPS Navigation
200 pooled minutes with unlimited data, unlimited text, unlimited tethering	\$69.99	25.00%	\$54.99	Sprint Business Advantage Messaging and Data 200 Plan includes 200 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect® & Group Connect®, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming, Unlimited Data Access and Unlimited GPS Navigation. Pricing includes \$10 NET Mobile Hotspot add-on.

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
300 pooled minutes with unlimited data, and unlimited text	\$37.99	0.00	\$37.99	Sprint Series 65 300 Plan includes 300 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect® & Group Connect®, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming, Unlimited Data Access and Unlimited GPS Navigation. Price plan is only applicable for select devices including Samsung Grand Prime, and other comparable devices to be agreed upon by the parties
300 pooled minutes with unlimited data, unlimited text, unlimited tethering	\$47.99	0.00	\$47.99	Sprint Series 65 300 Plan includes 300 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect® & Group Connect®, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming, Unlimited Data Access and Unlimited GPS Navigation. Pricing includes \$10 NET Mobile Hotspot add-on. Price plan is only applicable for select devices including Samsung Grand Prime, and other comparable devices to be agreed upon by the Parties

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
450 pooled minutes with unlimited data, unlimited text	\$45.99	0.00%	\$45.99	Sprint Custom Voice & Data 450, Plan Includes 450 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming. Corporate-Liable Active Units on the Sprint Custom Voice & Data Fairfax County Public Schools will share Anytime Minutes with only the Sprint Custom Voice & Data for Fairfax County Public Schools Family of Plans.
450 pooled minutes with unlimited data, unlimited text, unlimited tethering	\$55.99	0.00%	\$55.99	Sprint Custom Voice & Data for Fairfax County Public Schools 450 Plan 450 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming. Corporate-Liable Active Units on the Sprint Custom Voice & Data Fairfax County Public Schools will share Anytime Minutes with only the Sprint Custom Voice & Data for Fairfax County Public Schools Family of Plans. Pricing includes \$10 NET Mobile Hotspot add-on.

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
450 pooled minutes with unlimited data, unlimited text, PTT	\$45.99	0.00%	\$45.99	Sprint Custom Voice & Data for Fairfax County Public Schools 450 Plan includes 450 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming. Corporate-Liable Active Units on the Sprint Custom Voice & Data Fairfax County Public Schools will share Anytime Minutes with only the Sprint Custom Voice & Data for Fairfax County Public Schools Family of Plans.
Unlimited minutes with unlimited data, unlimited text	\$65.00	0.00%	\$65.00	The Sprint Business Fusion Smartphone Unlimited Talk and Text Plan combined with the Unlimited Data Plan offers unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select devices. Customer must purchase the Unlimited Talk and Text Plan and a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan. The data allowance for the Smartphone Data Plans includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices. Sprint Mobile

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				<p>Hotspot usage on the Unlimited Data Plan is limited to 3GBs of usage and does not pool. If Customer's Sprint Mobile Hotspot usage on the Unlimited Data Plan exceeds 3GBs, Customer will be liable for a \$0.015 per MB (\$15 per GB) overage charge.</p> <p>Roaming is limited to 100 MBs or a majority of kilobytes ("KBs") for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile Hotspot usage. Roaming is not available on the Sprint 4G Network at this time.</p> <p>Data usage will be pooled among Smartphones on the 1GB and 2GB Data Plans, and with data usage on devices in Pool Group Two described in Government Wireless Services Agreement, if such Smartphones and devices are under the same billing account number. Customer will receive a \$20 monthly discount off of the Unlimited Talk and Text Plan MRC for Unsubsidized Smartphones. Discounts are applied within 2 bill cycles and discounts are not prorated.</p>
Unlimited minutes with unlimited data, unlimited text, unlimited tethering	\$65.00	0.00%	\$65.00	<p>The Sprint Business Fusion Smartphone Unlimited Talk and Text Plan combined with the Unlimited Data Plan offers unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a</p>

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				<p>majority of minutes for voice Services. Direct Connect and Group Connect are available only on select devices. Customer must purchase the Unlimited Talk and Text Plan and a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan. The data allowance for the Smartphone Data Plans includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices. Sprint Mobile Hotspot usage on the Unlimited Data Plan is limited to 3GBs of usage and does not pool. If Customer's Sprint Mobile Hotspot usage on the Unlimited Data Plan exceeds 3GBs, Customer will be liable for a \$0.015 per MB (\$15 per GB) overage charge. Roaming is limited to 100 MBs or a majority of kilobytes ("KBs") for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile Hotspot usage. Roaming is not available on the Sprint 4G Network at this time. Data usage will be pooled among Smartphones on the 1GB and 2GB Data Plans, and with data usage on devices in Pool Group Two described in Government Wireless Services Agreement, if such Smartphones and devices are under the same billing account number. Customer</p>

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				will receive a \$20 monthly discount off of the Unlimited Talk and Text Plan MRC for Unsubsidized Smartphones. Discounts are applied within 2 bill cycles and discounts are not prorated.
Unlimited Text Messaging	\$7.00	0.00%	\$7.00	<p>Unlimited Messaging is included in the following Service Plans at no cost: Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only Smartphone, and Sprint Business Fusion Smartphone and Feature Phone Plans.</p> <p>Unlimited Messaging may be added to other voice plans as a Sprint Voice Plan Add-On option for \$7.00/month per user.</p>
Unlimited Tethering	\$10.00	0.00%	\$10.00	<p>Sprint Mobile Hotspot Add-On-Unlimited for Acceptable Use. Unlimited use available while on the Sprint network. Sprint will throttle to 64kb and reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 5GB/month of data usage, 100MB/month of usage while Roaming or engages in the following prohibited</p>

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.
GPS (Directions)	\$0.00	0.00%	\$0.00	Free Navigation App available on most devices
GPS (Tracking) Pooled 5 / 10 / 25 MB	\$5.50 5MB \$7.50 10MB \$9.00 25MB		\$5.50 5MB \$7.50 10MB \$9.00 25MB	Sprint Data Access Plans for Business for Third Party M2M Devices. Pricing assumes Data Access portion only. For GPS tracking, an additional charge will apply for the 3 rd party application which is provided in the attached GOVERNMENT WIRELESS SERVICES AGREEMENT
Voice Overage Rate (/minute)	\$0.25		\$0.25	The \$0.25/minute per user Anytime Minutes Overage applies to the following Service Plans: Sprint Business Advantage Talk Plans, Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, and the Custom Voice Plans.
Data Overage Rate	Plan Dependent	N/A	Plan Dependent	Data Overage Rate is plan dependent and applies to the following plans: Sprint Series 65 for Leasing and Easy Pay Only Sprint Data

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				Access Overage - \$10/GB per User, Data Roaming Overage - \$0.25/MB per User; Sprint Business Fusion Smartphone 2GB and 1GB Pooled Data Plan Overage for Additional Data Services Usage Above Plan Limit - \$0.015/MB (\$15/GB) per User; Sprint Mobile Hotspot Add-On Overage Charge for Additional Data Roaming Usage Above Plan Limit - \$0.25/MB per User

*Standard Monthly Fee and Monthly Fee are not inclusive of applicable Taxes, Fees and/or Surcharges.

DATA

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
Unlimited data (no-cost device)	\$30.00	25%	\$22.50	Pro Pack available for Smartphones. Voice plan required. \$10 Data premium charge will apply for certain plans.
iPhone 4MB Standalone	N/A	N/A	N/A	Plan not available
iPhone Unlimited Standalone	N/A	N/A	N/A	Plan not available
BlackBerry 4MB Standalone	N/A	N/A	N/A	Plan not available

*Standard Monthly Fee and Monthly Fee are not inclusive of applicable Taxes, Fees and/or Surcharges. The \$10 Data Premium Charge will apply for certain plans.

EQUIPMENT PRICING

WIRELESS VOICE ONLY	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g. wall charger, battery, etc.)
Current No-Cost Cell Phone Device:	Kyocera DuraXT	\$0.00	Wall Charger included
Current No-Cost Cell Phone Rugged Device:	Kyocera DuraXT	\$0.00	Wall Charger included

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Price is not inclusive of applicable Taxes, Fees and/or Surcharges.

(WIRELESS Device)	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, software, data cord, holster, battery, etc.)
Smartphone (current model of no-cost device) New line of service & upgrade after 12 months	New line of service Apple iPhone 6 16GB Upgrade after 12 months	\$0.00 (new line of service with 24-month upgrade eligibility) \$349.99 (upgrade after 12 months)	Head-phone and Wall Charger (doubles as a USB cable) included
Smartphone Replacement for existing line of service (non-warranty)	Apple iPhone 6 16GB	\$549.99	Head-phone and Wall Charger (doubles as a USB cable) included
Smartphone Upgrade to the most recent model release	Apple iPhone 6S 16GB	\$199.99 24 month upgrade eligible	Head-phone and Wall Charger (doubles as a USB cable) included
Device Shelf Stock (1%) Cellular Phone (Re: Special Provisions, Paragraph 7.F)	The seed stock devices will be a device that is at least two generations back. An example of current two generations back devices are Samsung S4 and iPhone 5c.		Seed stock is available to FCPS and Fairfax County ("the County") only through the application of local market discretionary credits. During each year of the initial term and any subsequent renewal term(s) of the Contract ("Total Contract Term"), Sprint will provide FCPS and the County their own seed stock. Sprint will provide two (2) devices to be used as seed stock for every forty (40) devices FCPS and the County activates on a Billing Account Number ("BAN") with a Sprint Service Plan that has a Monthly Recurring Charge ("MRC") of \$45.99 or higher (not including

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(WIRELESS Device)	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, software, data cord, holster, battery, etc.)
			<p>applicable taxes, fees or surcharges).The total seed stock devices shall not exceed fifty (50) devices per year per BAN for FCPS and the County each. The seed stock devices will be a device that is at least two generations back from the majority of the then-activated devices on each respective BAN. FCPS and the County are individually responsible for managing their own seed stock required each year of the Total Contract Term. If, in any given year of the Total Contract Term, before the termination of the Contract, FCPS and/or the County does not activate the entire fifty (50) seed stock devices on each respective BAN, then the remaining number of seed stock devices not activated shall apply towards the not-to-exceed amount of fifty (50) seed stock devices for the following year.</p> <p>An example of current two generations back devices are Samsung S4 and iPhone 5c.</p>
Device Shelf Stock (1%) Smartphone (Re: Special Provisions, Paragraph 7.F)	<p>The seed stock devices will be a device that is at least two generations back. An example of current two generations back devices are Samsung</p>		<p>Seed stock is available to FCPS and Fairfax County ("the County") only through the application of local market discretionary credits. During each year of the initial term and any subsequent renewal term(s) of the Contract ("Total Contract Term"), Sprint will provide FCPS and the County their own seed stock. Sprint will provide two (2) devices to be used as seed stock for every forty (40) devices FCPS and the County activates</p>

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(WIRELESS Device)	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, software, data cord, holster, battery, etc.)
	S4 and iPhone 5c.		<p>on a Billing Account Number ("BAN") with a Sprint Service Plan that has a Monthly Recurring Charge ("MRC") of \$45.99 or higher (not including applicable taxes, fees or surcharges).The total seed stock devices shall not exceed fifty (50) devices per year per BAN for FCPS and the County each. The seed stock devices will be a device that is at least two generations back from the majority of the then-activated devices on each respective BAN. FCPS and the County are individually responsible for managing their own seed stock required each year of the Total Contract Term. If, in any given year of the Total Contract Term, before the termination of the Contract, FCPS and/or the County does not activate the entire fifty (50) seed stock devices on each respective BAN, then the remaining number of seed stock devices not activated shall apply towards the not-to-exceed amount of fifty (50) seed stock devices for the following year.</p> <p>An example of current two generations back devices are Samsung S4 and iPhone 5c.</p>
Discount off manufacturer list price for additional items not listed above		2 year flat rate pricing will apply. (24 month upgrade eligibility)	
VALUE ADDED Ref.Par. 9 This will not be part of the overall evaluation			
Item		Comments	
Employee Discounts In-building Solutions Paragraph 9.1			

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(WIRELESS Device)	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, software, data cord, holster, battery, etc.)
In Building Solutions Paragraph 9.2			<p>For the select offices that need wireless in-building coverage assistance, Sprint offers a variety of options. Our Airave ultra-small CDMA base station device increases cell reception over an area of about 5,000 square feet and hooks into the user's existing broadband connection, sending inbound and outbound calls over the Internet instead of over the Nationwide Sprint Network. Sprint hotspots offer Wi-Fi connectivity for up to five Wi-Fi enabled devices for flexible and convenient connections for multiple PCs or Wi-Fi devices for remote and in the field productivity.</p> <p>Sprint has access to partners like Televerge and Cisco who offer 3G/4G High Availability Network Adapters. These adapters provide broadband wireless high availability networking resulting in"</p> <ul style="list-style-type: none"> Better cellular signal quality Greater coverage, range and capacity Business Class Reliability and Security Assures Business Continues During Wireline Network Outages <p>For full in-building options Sprint's In-building Solutions group was built to deliver the most innovative, advanced and productive mobility solutions. IBS solutions extend the Sprint 3G and 4G Networks into buildings to deliver the power, productivity and efficiency of Sprint's voice and data communications wherever you need it.</p> <p>Sprint will work with the County to evaluate any coverage concerns and develop a range of solutions to improve coverage. Please note, a separate agreement is required.</p>

*Price is not inclusive of applicable Taxes, Fees and/or Surcharges.

Mobile Device Management (MDM) or Mobile Enterprise Applications Platform (MEAP)

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments

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MDM Solutions (Ref. Special Provisions Paragraph 8.S.H & 8.11 H	\$12 Annual Fee		\$12 Annual Fee	Assumes Airwatch Suite K-12 Educational Institutions subscription pricing. One-time Integration and set up Fee of \$2,500 will apply. Customer's use of AirWatch Offers is subject to acceptance of the AirWatch Terms and Conditions ("AirWatch Terms") presented to Customer at the time the order is placed and the Software as a Service (SaaS) Terms of Service posted to the Rates and Conditions Website (http://www.sprint.com/ratesandconditions) The AirWatch Terms are subject to change without prior notice to Customer.
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*Standard Monthly Fee and Monthly Fee are not inclusive of applicable Taxes, Fees and/or Surcharges.

Accessories

Item	Percent Discount	Comments
Leather Holster	20%	CL Only
Wall Charger	20%	CL Only
Vehicle Charger	20%	CL Only
Battery	20%	CL Only
Tethering Cord	20%	CL Only
Discount for accessory items not listed above		20%

Overnight delivery \$0.00

Additional Service Plans

Sprint is offering additional services plans FCPS & FCG attached GOVERNMENT WIRELESS SERVICES AGREEMENT



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Attachment 1 Sprint Device Portfolio

Refer to Sprint's Device Portfolio listing on the following pages.

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on the device, in addition to other applicable upgrade program discounts. Visit www.sprintbuyback.com/crp for more details.

2. Port in Credit


Any Corporate-Liable customer who ports their existing number from another carrier to Sprint and activates on a Smartphone device will receive a \$150 credit per line ported in. All other device ports will be eligible for a \$100 credit per line ported in. Port-in credits are offered throughout the lifecycle of the contract to CL users activating Sprint service. Customers must register online within 72 hours from port in date at <https://www.sprintportcredit.com> to request your service credit. Port in Credits cannot be combined with Sprint's twelve (12) month upgrade plan.



3. *Special promotions* – Sprint offers customer promotions on smartphones and tablets typically on a quarterly basis. Your Sprint Account Manager will keep you informed of promotional offerings as they are launched.
4. **OPTIONAL:** Sprint Lease is another way for customers to upgrade to the latest devices within 1 year through leasing. We currently offer leasing on select Samsung, LG, HTC and Apple Devices with more brands on the way. Lease pricing ranges from \$15-\$35 per month* depending on device chosen. For most devices Pay \$0 down at lease signing for well-qualified customers and upgrade to a new phone. After lease term expiration you can do any of the following: Return your current phone and upgrade with \$0 down at signing, purchase the device by paying the device purchase price from your lease agreement or continue to lease on a month to month basis.

Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.

	Available	Available	Available	End of Life * While Supplies Last	Available	Available	Available	End of Life * While Supplies Last
								
Handset Pricing (Pricing applies to both New Adds and Upgrades)	Alcatel One Touch Retro	Kyocera DuraPlus (PRO 375)	Kyocera DuraXT (E4277)	Kyocera Kona	Kyocera Verve	Sonim XP Strike IS (3420)	Sonim XP Strike (3410)	Sprint WeGo
Plan Restrictions								WeGo Plan Required
SKU	AL2017BKBL (Red / Black)	KYE4233KIT (Kyocera DuraPlus)	KYE4277KIT (Black)	KYS2151KIT (Black)	KYS3150KIT (Verve Gray - EOL) KYS3150NYKT (Verve Navy) KYS3150PK (Verve Pink)	SONIS3410 (Black)	SONXP3410 (Yellow)	ZTES155KT (Sprint WeGo)
Suggested Retail Price	\$99.99	\$199.99	\$199.99	\$99.99	\$129.99	\$1,099.99	\$329.99	\$119.99
Flat Rate 2YR (All CL)	\$0.00	\$0.00	\$49.99	\$0.00	\$19.99	\$0.99	\$0.99	Discount N/A
1 YR pricing	\$14.99	\$75.99	\$75.99	\$14.99	\$32.99	\$624.99	\$154.99	Discount N/A
Phone Features								
Bluetooth Enabled	•	•	•	•	•	•	•	
Camera	•		•	•	•		•	
GPS Enabled	•		•	•	•	•	•	•
IP68 Certified						•	•	
Micro-SD Slot			•			•	•	
Military Spec 810G Certified		•	•			•	•	
Physical Keyboard					•			
Sprint Direct Connect / Group Connect		•	•			•	•	
Phone Details								
Dimensions	4.11 x 2.05 x 0.72 in.	5.3 x 2.2 x 1.0 in.	4.0 x 2.1 x 1.1 in.	3.94 x 2.05 x 0.68 in.	1.49 x 2.43 x 0.18 in.	5 x 2.4 x 1.2 in.	4.95 x 2.3 x .98 in.	
Battery Type	850 mAh Li-Ion	1650 mAh Li-Ion	1360 mAh Li-Ion	870 mAh Li-Ion	1100 mAh Li-Ion	1960 mAh Li-Ion	1950 mAh Li-Ion	900 mAh Li-Ion
Weight w/Battery (oz)		6.7 oz.	5.3 oz.	3.68 oz.			6.5 oz.	
Talk Time		Up to 9.5 hours	Up to 9.2 hours	Up to 5.8 hours		Up to 8.5 hours	Up to 8.3 hours	
Camera	2.0 MP	N/A	3.2 MP	2.0 MP	2.0 MP	N/A	2.0 MP	
Memory		N/A	N/A	128 MB RAM, 256 MB ROM		256 MB RAM, 512 MB ROM	256 MB RAM, 512 MB ROM	
Hearing Aid Compatible		N/A	M3 / T3	M4 / T4			M4 / T3	

Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.

	End of Life * While Supplies Last	End of Life * While Supplies Last	End of Life * While Supplies Last	End of Life * While Supplies Last	End of Life * While Supplies Last	End of Life * While Supplies Last	End of Life * While Supplies Last
							
Handset Pricing (Pricing applies to both New Adds and Upgrades)	Novatel MiFi 500 LTE	HTC One	LG G2	BlackBerry Bold 9930	Kyocera DuraXT	Kyocera Torque	Apple iPhone 5C (16GB)
Plan Restrictions		Data Required	Data Required	Data Required		Data Required	Data Required
SKU	REC5580DMH (Black)	REC801CRD (Glamor Red)	REC980KIT (Black) RECLS980WTK (White)	REC9930RIM (Black)	RECE4277KT (Black)	RECE6710KT (Black)	RECIP5C16BUK (Blue) RECIP5C16PNK (Pink) RECIP5C16WHT (White)
Suggested Retail Price	\$49.99	\$240.00	\$240.00	\$99.99	\$79.99	\$79.99	\$240.00
Flat Rate 2YR (All CL)	Discount N/A	Discount N/A	Discount N/A	Discount N/A	Discount N/A	Discount N/A	Discount N/A
1 YR. pricing	Discount N/A	Discount N/A	Discount N/A	Discount N/A	Discount N/A	Discount N/A	Discount N/A
Phone Features							
3G and 4G LTE Network Access	•		•			•	•
Bluetooth Enabled			•	•	•	•	•
Camera			•	•	•	•	
GPS Enabled	•		•	•	•	•	•
HD Voice Capable			•				
Hearing Aid Compatible							
Intelligent Assistant							•
International (HSDPA/GSM)				•			•
Micro-SD Slot				•	•	•	
Military Spec 810G Certified					•	•	
Mobile Hotspot Capable	•		•	•		•	•
Near Field Communication Capable				•		•	
Physical Keyboard				•			
Sprint Direct Connect / Group Connect					•	•	
Sprint Direct Connect Now Capable			•				
Wi-Fi Data Capable			•	•		•	•
Phone Details							
Dimensions	3.8 x 2.4 x 0.7 in.	5.4 x 2.7 x .37 in.	4.7 x 2.6 x 0.37 in.	4.53 x 2.6 x 0.4 in.	4.0 x 2.1 x 1.1 in.	4.44 x 2.38 x 0.56 in.	2.31 x 4.87 x .3 in.
Battery Type	1800 mAh Li-Ion	2300 mAh Li-Ion	3000 mAh Li-Ion	1230 mAh	1360 mAh Li-Ion	2500 mAh Li-Ion	Lithium-Ion
Weight w/Battery (oz)	3.35 oz.	5 oz.	5.04 oz.	5.3 oz.	5.3 oz.	5.54 oz.	4.66 oz.
Talk Time	Up to 8 hours	Up to 19 hours	Up to 17 hours	Up to 5.5 Hours	Up to 9.2 hours	Up to 18 hours	Up to 10 hours
Camera	N/A	4 UP (back), 2.1 MP (front)	13.0 MP	5.0 MP	3.2 MP	5.0 MP (back), 1.3 MP (front)	8.0 MP (back), 1.3 MP (front)
Memory	N/A	2 GB RAM, 32 GB ROM	2 GB RAM, 32 GB ROM		N/A	1 GB RAM, 4 GB ROM	16 GB
Hearing Aid Compatible	N/A	M4 / T4	M4 / T4	M3 / T3	M3 / T3	M3	M4 / T4

Pricing is valid from 11/06/2015 through 1/07/2016. Subject to change without notice.							
	End of Life * While Supplies Last	End of Life * While Supplies Last	End of Life * While Supplies Last	End of Life * While Supplies Last	End of Life * While Supplies Last	End of Life * While Supplies Last	Available
							
Handset Pricing (Pricing applies to both New Adds and Upgrades)	Apple iPhone 5S (16GB)	Apple iPad mini (16 GB)	Apple iPad mini (32 GB)	Apple iPad mini (64 GB)	Samsung Galaxy S III (16GB)	Samsung Galaxy Note II	LG Optimus G
Plan Restrictions	Data Required				Data Required	Data Required	
SKU	RECIP5S16GLD (Gold)	RECIPM16BLK (Black)	RECIPM32BLK (Black)	RECIPM64BLK (Black)	RECL710KTS (Pebble Blue)	RECL900GYS (Titanium Gray)	RECLS970KT (Optimus G CPO)
	RECIP5S16GRY (Space Gray)	RECIPM16WHK (White)	RECIPM32WHK (White)	RECIPM64WHK (White)	RECL710PLK (Purple)	RECL900WTS (Marble White)	
	RECIP5S16SIL (Silver)				RECL710WTK (Marble White)		
Suggested Retail Price	\$300.00	\$239.99	\$239.99	\$279.99	\$120.00	\$360.00	\$120.00
Flat Rate 2YR (All CL)	Discount N/A	Discount N/A	Discount N/A	Discount N/A	Discount N/A	Discount N/A	Discount N/A
1 YR. pricing	Discount N/A	Discount N/A					
Phone Features							
3G and 4G LTE Network Access	•	•	•	•	•		•
Bluetooth Enabled	•				•		•
Camera	•	•			•		•
GPS Enabled	•				•		•
HD Voice Capable							•
Hearing Aid Compatible	•						
Intelligent Assistant		•	•	•			
International (HSDPA/GSM)	•						
Micro-SD Slot					•		•
Military Spec 810G Certified							
Mobile Hotspot Capable	•				•		•
Near Field Communication Capable							•
Physical Keyboard							
Sprint Direct Connect / Group Connect							
Sprint Direct Connect Now Capable							
Wi-Fi Data Capable	•	•	•	•	•		•
Phone Details							
Dimensions	2.31 x 4.87 x .3 in.	7.87 x 5.3 x 0.28 in.	7.87 x 5.3 x 0.28 in.	7.87 x 5.3 x 0.28 in.	5.4 x 2.8 x .3 in.	5.9 x 3.2 x .4 in.	5.19 x 2.71 x .33 in.
Battery Type	Lithium-ion				2100 mAh Lithium Ion	3100 mAh Li-Ion	2100 mAh Li-Ion
Weight w/Battery (oz)	3.95 oz.	0.69 lbs.	0.69 lbs.	0.69 lbs.	4.7 oz	6.3 oz.	5.11 oz.
Talk Time	Up to 8 hours	Up to 9 hours	Up to 9 hours	Up to 9 hours	Up to 9.2 Hrs	Up to 15 hours	Up to 15 hours
Camera	8.0 MP (back), 1.3 MP (front)	5.0 MP	5.0 MP	5.0 MP	8.0 MP (back), 1.9 MP (front)	8.0 MP (back), 1.9 MP (front)	13.0 MP (back), 1.3 MP (front)
Memory	16 GB	16 GB	32 GB	64 GB	2 GB RAM, 16 GB ROM	2 GB RAM, 16 GB ROM	
Hearing Aid Compatible	M4 / T4	N/A	N/A	N/A	M4	M3 / T3	


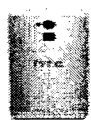


Pricing is valid from 11/06/2015 through 1/07/2016. Subject to change without notice.		
	End of Life * While Supplies Last	End of Life * While Supplies Last
Handset Pricing (Pricing applies to both New Adds and Upgrades)	Samsung Galaxy Tab 2 (10.1)	ZTE Optik (V55)
Plan Restrictions		
SKU	RECP500TAB (Titanium Silver)	RECV55TAB (Optik)
Suggested Retail Price	\$199.99	\$99.99
Flat Rate 2YR (All CL)	Discount N/A	Discount N/A
1 YR. pricing		
Phone Features		
3G and 4G LTE Network Access	•	
Bluetooth Enabled	•	
Camera	•	
GPS Enabled		
HD Voice Capable		
Hearing Aid Compatible		
Intelligent Assistant		
International (HSDPA/GSM)		
Micro-SD Slot	•	
Military Spec 810G Certified		
Mobile Hotspot Capable	•	
Near Field Communication Capable		
Physical Keyboard		
Sprint Direct Connect / Group Connect		
Sprint Direct Connect Now Capable		
Wi-Fi Data Capable	•	
Phone Details		
Dimensions	10.1 x 6.9 x .38 in.	
Battery Type	7000 mAh Lithium Ion	
Weight w/Battery (oz)	21 oz.	
Talk Time	Up to 14 hours	
Camera	3.0 MP (back), VGA (front)	
Memory	1 GB RAM, 8 GB ROM	
Hearing Aid Compatible	N/A	

**Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.**




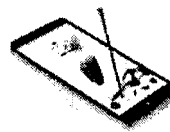

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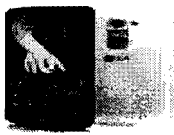





Pricing is valid from 11/06/2015 through 1/07/2016.
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	Available	Available	End of Life * While Supplies Last	End of Life * While Supplies Last	Available	Available
						
Handset Pricing (Pricing applies to both New Adds and Upgrades)	HTC One (E8)	HTC One (M8)	HTC One (M8) Harman Kardon	HTC One Max	HTC Desire	HTC One (M9)
Suggested Retail Price	\$240.00	\$552.00	\$359.99	\$599.99	\$216.00	\$708.00
Flat Rate 2YR (All CL)	\$49.99	\$99.99	\$199.99	\$249.99	\$0.00	\$199.99
1YR pricing	\$99.99	\$289.99	\$199.99	\$309.99	\$0.00	\$385.99
Phone Features						
3G and 4G LTE Network Access	•	•	•	•	•	•
Bluetooth Enabled	•	•	•	•	•	•
Camera	•	•	•	•	•	•
GPS Enabled	•	•	•	•	•	•
HD Voice Capable	•	•	•	•	•	•
Hearing Aid Compatible	•	•	•	•	•	•
International (HSDPA/GSM)	•	•	•	•	•	•
Micro-SD Slot	•	•	•	•	•	•
Military Spec 810G Certified	•	•	•	•	•	•
Mobile Hotspot Capable	•	•	•	•	•	•
Near Field Communication Capable	•	•	•	•	•	•
Sprint Direct Connect / Group Connect	•	•	•	•	•	•
Sprint Direct Connect Now Capable	•	•	•	•	•	•
Wi-Fi Calling Capable	•	•	•	•	•	•
Wi-Fi Data Capable	•	•	•	•	•	•
Phone Details						
Dimensions	5.76 x 2.78 x .39 in.	5.76 x 2.78 x .37 in.	5.76 x 2.78 x .37 in.	6.48 x 3.25 x 0.41 in.	5.76 x 2.78 x .39 in.	5.69 x 2.74 x .38 in.
Battery Type	2600 mAh Li-Ion	2600 mAh Li-Ion	2600 mAh Li-Ion	3300 mAh Li-Ion	2100 mAh Li-Ion	2840 mAh Li-Ion
Weight w/Battery (oz)	5.6 oz.	5.6 oz.	5.6 oz.	7.05 oz.	5.82 oz.	5.36 oz.
Talk Time	Up to 30 hours	Up to 22 hours	Up to 22 hours	Up to 25 hours	Up to 27 hours	Up to 25.4 hours
Camera	13MP (rear) / 5MP (front)	UltraPixel (rear), 5 MP (front)	UltraPixel (rear), 5 MP (front)	4 MP (back), 2.1 MP (front)	5 MP (rear) / 1.3 MP (front)	20 MP (rear) / 4 MP (front)
Memory	16GB (ROM) / 2GB (RAM)	32GB ROM, 2GB RAM	32GB ROM, 2GB RAM	2 GB RAM, 32 GB ROM	1GB RAM; 4GB ROM	32 GB (ROM) / 3 GB (RAM)
Hearing Aid Compatible	M3 / T3	M4/T3	M4/T3	M4 / T3	M4 / T3	M4 / T4





Pricing is valid from 11/06/2015 through 1/07/2016.
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	Available	End of Life * While Supplies Last	End of Life * While Supplies Last	Available	Available	End of Life * While Supplies Last
						
Handset Pricing (Pricing applies to both New Adds and Upgrades)	HTC One A9	Kyocera Hydro VIBE	Kyocera Torque	Kyocera TorqueXT	LG G Stylo	LG G3 Vigor
Suggested Retail Price	\$696.00	\$120.00	\$349.99	\$360.00	\$288.00	\$192.00
Flat Rate 2YR (All CL)	\$199.99	\$0.00	\$49.99	\$49.99	\$49.99	\$29.99
1YR pricing	\$377.99	\$26.99	\$166.99	\$171.99	\$128.99	\$70.99
Phone Features						
3G and 4G LTE Network Access		•	•	•	•	•
Bluetooth Enabled		•	•	•	•	•
Camera		•	•	•	•	•
GPS Enabled		•	•	•	•	•
HD Voice Capable					•	•
Hearing Aid Compatible						•
International (HSDPA/GSM)						
Micro-SD Slot			•		•	•
Military Spec 810G Certified			•	•		
Mobile Hotspot Capable		•	•	•	•	•
Near Field Communication Capable		•	•	•		•
Sprint Direct Connect / Group Connect			•	•		
Sprint Direct Connect Now Capable		•				•
Wi-Fi Calling Capable						•
Wi-Fi Data Capable		•	•	•	•	•
Phone Details						
Dimensions		5.01 x 2.50 x 0.43 in.	4.44 x 2.38 x 0.56 in.	4.44 x 2.38 x 0.56 in.	6.08 x 3.12 x .38 In.	5.42 x 2.74 x .41 in.
Battery Type		2000 mAh Li-Ion	2500 mAh Li-Ion	2500 mAh Li-Ion	3000 mAh	2540 mAh Li-Ion
Weight w/Battery (oz)		5.29 oz.	5.54 oz.	5.54 oz.	5.85 oz.	4.73 oz.
Talk Time			Up to 18 hours	Up to 18.9 hrs	Up to 24 hrs.	Up to 23 hours
Camera		8.0 MP	5.0 MP (back), 1.3 MP (front)	5.0 MP rear; 1.3MP front	8 MP (rear) / 5 MP (front)	8 MP (back) / 1.3 MP (front)
Memory		8 GB ROM / 1.5 GB RAM	1 GB RAM, 4 GB ROM	20 GB ROM / 1GB RAM	8 GB (ROM) / 1 GB (RAM)	8GB (ROM) / 1GB (RAM)
Hearing Aid Compatible			M3		N/A	M4 / T3



Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.

	End of Life * While Supplies Last	Available	Available	End of Life * While Supplies Last	Available	End of Life * While Supplies Last
						
Handset Pricing (Pricing applies to both New Adds and Upgrades)	LG G2	LG G3	LG G4	LG G Flex	LG G Flex 2	Moto X
Suggested Retail Price	\$360.00	\$180.00	\$629.00	\$449.99	\$240.00	\$399.99
Flat Rate 2YR (All CL)	\$99.99	\$49.99	\$199.99	\$99.99	\$49.99	\$49.99
1YR pricing	\$172.99	\$63.99	\$336.99	\$277.99	\$99.99	\$197.99
Phone Features						
3G and 4G LTE Network Access	•	•	•	•	•	•
Bluetooth Enabled	•	•	•	•	•	•
Camera	•	•	•	•	•	•
GPS Enabled	•	•	•	•	•	•
HD Voice Capable	•	•	•	•	•	•
Hearing Aid Compatible	•	•	•	•	•	•
International (HSDPA/GSM)	•	•	•	•	•	•
Micro-SD Slot	•	•	•	•	•	•
Military Spec 810G Certified	•	•	•	•	•	•
Mobile Hotspot Capable	•	•	•	•	•	•
Near Field Communication Capable	•	•	•	•	•	•
Sprint Direct Connect / Group Connect	•	•	•	•	•	•
Sprint Direct Connect Now Capable	•	•	•	•	•	•
Wi-Fi Calling Capable	•	•	•	•	•	•
Wi-Fi Data Capable	•	•	•	•	•	•
Phone Details						
Dimensions	4.7 x 2.6 x 0.37 in.	5.76 x 2.94 x 0.35 in.	5.86 x 3.0 x 0.39 in.	6.32 x 3.21 x 0.34 in.	149.6 x 75.4 x 8.9 mm	4.88 x 2.57 in.
Battery Type	3000 mAh Li-Ion	3000 mAh	3000mAh	3500 mAh Li-Ion	3000 mAh Li-Polymer	2200 mAh Li-Ion
Weight w/Battery (oz)	5.04 oz.	5.28 oz	5.47 oz	6.24 oz.	145 g	4.58 oz.
Talk Time	Up to 17 hours	Up to 24 hours	Up to 23 hours	Up to 29 hours	Up to 23 hours	Up to 13 hours
Camera	13.0 MP	13MP Rear; 2.1MP Front	16 MP (rear) / 8 MP (front)	13MP (back), 2.4 MP (front)	13 MP (rear) / 2.1 MP (front)	10 MP (back), 2.0 (front)
Memory	2 GB RAM, 32 GB ROM	3GB RAM / 32GB ROM	3 GB (RAM) / 32 GB (ROM)	2GB RAM, 32GB ROM	32 GB (ROM) / 2 GB (RAM)	2 GB RAM, 16 GB ROM
Hearing Aid Compatible	M4 / T4	M4/T4	M3 / T3	M3 / T3	TBD	M4 / T4





Pricing is valid from 11/06/2015 through 1/07/2016.
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	Available	Available	Available	Available	End of Life * While Supplies Last	Available
						
Handset Pricing (Pricing applies to both New Adds and Upgrades)	Motorola Nexus 6	Sharp Aquos Crystal	Samsung Galaxy S 6 (128 GB)	Samsung Galaxy Grand Prime	Samsung Galaxy S5 Sport	Samsung Galaxy S5
Suggested Retail Price	\$600.00	\$120.00	\$799.00	\$240.00	\$360.00	\$360.00
Flat Rate 2YR (All CL)	\$199.99	\$0.00	\$349.99	\$29.99	\$99.99	\$99.99
1YR pricing	\$319.99	\$26.99	\$440.99	\$29.99	\$172.99	\$172.99
Phone Features						
3G and 4G LTE Network Access	•	•	•	•	•	•
Bluetooth Enabled	•	•	•	•	•	•
Camera	•	•	•	•	•	•
GPS Enabled	•	•	•	•	•	•
HD Voice Capable	•	•	•	•	•	•
Hearing Aid Compatible	•	•	•	•	•	•
International (HSDPA/GSM)	•	•	•	•	•	•
Micro-SD Slot	•	•	•	•	•	•
Military Spec 810G Certified	•	•	•	•	•	•
Mobile Hotspot Capable	•	•	•	•	•	•
Near Field Communication Capable	•	•	•	•	•	•
Sprint Direct Connect / Group Connect	•	•	•	•	•	•
Sprint Direct Connect Now Capable	•	•	•	•	•	•
Wi-Fi Calling Capable	•	•	•	•	•	•
Wi-Fi Data Capable	•	•	•	•	•	•
Phone Details						
Dimensions	82.98 x 159.26 x 10.06 mm	5.17 x 2.64 x .4 in.	5.6 x 2.8 x 0.3 in.	5.7 x 2.8 x 0.3 in.	5.7 x 2.9 x .4 in.	5.6 x 2.9 x 0.3 in.
Battery Type	3220 mAh Li-Ion	2040 mAh Li-Ion	2550 mAh Li-Ion	2,600 mAh Li-Ion	2800 mAh Li-Ion	2800 mAh Li-Ion
Weight w/Battery (oz)	184 g	4.97 oz.	4.6 oz.	6 oz.	5.6 oz.	5.1 oz.
Talk Time	Up to 24 hours	Up to 13 hours	Up to 23 hours	Up to 18 hours	Up to 19 hours	Up to 19 hours
Camera	13 MP (rear) / 2 MP (front)	8 MP (rear); 1.2 MP (front)	16 MP (rear) / 5 MP (front)	8 MP (Rear) / 5 MP (Front)	16 MP (back); 2 MP (front)	16 MP (rear), 2 MP (front)
Memory	32 GB (ROM) / 3 GB (RAM)	8 GB (ROM); 1.5 GB (RAM)	128 GB (ROM) / 3 GB (RAM)	8 GB (ROM) / 1.5 GB (RAM)	16GB ROM / 2GB RAM	16GB (ROM), 2GB (RAM)
Hearing Aid Compatible	M3 / T3	M4/T4	M4 / T3	M4 / T4	M3 / T3	M3/T3

Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.

	Available	Available	Available	Available	Available	Available
						
Handset Pricing (Pricing applies to both New Adds and Upgrades)	Samsung Galaxy S 6 (32 GB)	Samsung Galaxy S 6 (64 GB)	Samsung Galaxy S 6 Edge (32 GB)	Samsung Galaxy S 6 Edge (64 GB)	Samsung Galaxy S6 edge+ (32GB)	Samsung Galaxy S6 edge+ (64GB)
Suggested Retail Price	\$584.00	\$684.00	\$719.00	\$814.00	\$814.00	\$914.00
Flat Rate 2YR (All CL)	\$149.99	\$249.99	\$249.99	\$349.99	\$349.99	\$449.99
1YR pricing	\$309.99	\$370.99	\$449.99	\$449.99	\$449.99	\$510.99
Phone Features						
3G and 4G LTE Network Access	•	•	•	•	•	•
Bluetooth Enabled	•	•	•	•	•	•
Camera	•	•	•	•	•	•
GPS Enabled	•	•	•	•	•	•
HD Voice Capable	•	•	•	•	•	•
Hearing Aid Compatible	•	•	•	•	•	•
International (HSDPA/GSM)	•	•	•	•	•	•
Micro-SD Slot						
Military Spec 810G Certified						
Mobile Hotspot Capable	•	•	•	•	•	•
Near Field Communication Capable	•	•	•	•		
Sprint Direct Connect / Group Connect						
Sprint Direct Connect Now Capable	•	•	•	•	•	•
Wi-Fi Calling Capable	•	•	•	•	•	•
Wi-Fi Data Capable	•	•	•	•	•	•
Phone Details						
Dimensions	5.6 x 2.8 x 0.3 in.	5.6 x 2.8 x 0.3 in.	5.6 x 2.8 x 0.3 in.	5.6 x 2.8 x 0.3 in.	6.1 x 3.0 x 0.3 in.	6.1 x 3.0 x 0.3 in.
Battery Type	2550 mAh Li-Ion	2550 mAh Li-Ion	2600 mAh Li-Ion	2600 mAh Li-Ion	3,000 mAh Li-Ion	3,000 mAh Li-Ion
Weight w/Battery (oz)	4.6 oz.	4.6 oz.	4.9 oz.	4.9 oz.	6.0 oz.	6.0 oz.
Talk Time	Up to 23 hours	Up to 23 hours	Up to 26 hours	Up to 26 hours	Up to 28 hrs	Up to 28 hrs
Camera	16 MP (rear) / 5 MP (front)	16 MP (rear) / 5 MP (front)	16 MP (rear) / 5 MP (front)	16 MP (rear) / 5 MP (front)	16 MP (rear) / 5 MP (front)	16 MP (rear) / 5 MP (front)
Memory	32 GB (ROM) / 3 GB (RAM)	64 GB (ROM) / 3 GB (RAM)	64 GB (ROM) / 3 GB (RAM)	32 GB (ROM) / 3 GB (RAM)	32 GB (ROM) / 4 GB (RAM)	64 GB (ROM) / 4 GB (RAM)
Hearing Aid Compatible	M4 / T3	M4 / T3	M4 / T3	M4 / T3	M4 / T3	M4 / T3

Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.

	Available	End of Life * While Supplies Last	End of Life * While Supplies Last	Available	Available	Available
						
Handset Pricing (Pricing applies to both New Adds and Upgrades)	Samsung Galaxy S III (16GB)	Samsung Galaxy S4 (16GB)	Samsung Galaxy Note 4	Samsung Galaxy Note Edge	Samsung Galaxy Note 5 (32GB)	Samsung Galaxy Note 5 (64GB)
Suggested Retail Price	\$240.00	\$408.00	\$720.00	\$720.00	\$739.00	\$839.00
Flat Rate 2YR (All CL)	\$0.00	\$49.99	\$299.99	\$429.99	\$249.99	\$349.99
1YR pricing	\$99.99	\$202.99	\$392.99	\$429.99	\$404.99	\$465.99
Phone Features						
3G and 4G LTE Network Access	•	•	•	•	•	•
Bluetooth Enabled	•	•	•	•	•	•
Camera	•	•	•	•	•	•
GPS Enabled	•	•	•	•	•	•
HD Voice Capable			•	•	•	•
Hearing Aid Compatible			•	•	•	•
International (HSDPA/GSM)		•	•	•	•	•
Micro-SD Slot	•	•	•	•		
Military Spec 810G Certified						
Mobile Hotspot Capable	•	•	•	•	•	•
Near Field Communication Capable			•			
Sprint Direct Connect / Group Connect						
Sprint Direct Connect Now Capable	•	•	•	•	•	•
Wi-Fi Calling Capable		•	•	•	•	•
Wi-Fi Data Capable	•	•	•	•	•	•
Phone Details						
Dimensions	5.4 x 2.8 x .3 in.	5.4 x 2.7 x .3 in.	6.0 x 3.1 x 0.3 in.	6.0 x 3.2 x 0.3 in.	6.0 x 3.0 x 0.3 in.	6.0 x 3.0 x 0.3 in.
Battery Type	2100 mAh Lithium Ion	2600 mAh Lithium Ion	3220 mAh Li-Ion	3000 mAh Li-Ion	3,000 mAh Li-Ion	3,000 mAh Li-Ion
Weight w/Battery (oz)	4.7 oz	4.8 oz	6.2 oz	6.1 oz	5.4 oz	5.4 oz
Talk Time	Up to 9.2 Hrs	Up to 15.7 hours	Up to 35 hours	Up to 37 hours	Up to 28 hrs	Up to 28 hrs
Camera	8.0 MP (back), 1.9 MP (front)	13.0 MP	16 MP rear; 3.7 MP front	16 MP (rear) / 3.7 MP (front)	16 MP (rear) / 5 MP (front)	16 MP (rear) / 5 MP (front)
Memory	2 GB RAM, 16 GB ROM	2 GB RAM, 16 GB ROM	32 GB ROM / 3 GB RAM	3 GB (RAM) / 32 GB (ROM)	32 GB (ROM) / 4 GB (RAM)	64 GB (ROM) / 4 GB (RAM)
Hearing Aid Compatible	M4	M3	M4 / T3	M4 / T3	M4 / T3	M4 / T3

Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.

[illegible]

Pricing is valid from 11/06/2015 through 1/07/2016. Subject to change without notice.						
	Available	End of Life * While Supplies Last	Available	End of Life * While Supplies Last	End of Life * While Supplies Last	Available
Handset Pricing (Pricing applies to both New Adds and Upgrades)	Apple iPhone 5S (16GB)	Apple iPhone 5S (32GB)	Apple iPhone 5S (64GB)	Apple iPhone 5C (16GB)	Apple iPhone 5C (32GB)	Apple iPhone 6 (16GB)
Plan Restrictions	Data Required	Data Required	Data Required	Data Required	Data Required	Data Required
SKU	885909727896 (16GB Space Gray)	885909727928 (32GB Space Gray - EOL)	885909727957 (64GB Space Gray - EOL)	885909741793 (16GB White - EOL)	885909822201 (32GB White - EOL)	885909951017 (Space Gray)
	885909727902 (16GB Silver)	885909727933 (32GB Silver - EOL)	885909727964 (64GB Silver - EOL)	885909741809 (16GB Yellow - EOL)	885909822218 (32GB Yellow - EOL)	885909951024 (Silver)
	885909727919 (16GB Gold)	885909727940 (32GB Gold - EOL)	885909727971 (64GB Gold)	885909741816 (16GB Blue - EOL)	885909822225 (32GB Blue - EOL)	885909951031 (Gold)
				885909741823 (16GB Green - EOL)	885909822232 (32GB Green - EOL)	
				885909741830 (16GB Pink - EOL)	885909822249 (32GB Pink - EOL)	
Suggested Retail Price	\$449.99	\$499.99	\$599.99	\$479.99	\$549.99	\$549.99
Fiat Rate 2YR (All CL)	\$0.00	\$49.99	\$99.99	\$0.00	\$29.99	\$99.99
1 YR pricing	\$227.99	\$258.99	\$319.99	\$246.99	\$288.99	\$288.99
Phone Features						
3G and 4G LTE Network Access	•	•	•	•	•	•
Bluetooth Enabled	•	•	•	•	•	•
Camera	•	•	•	•	•	•
GPS Enabled	•	•	•	•	•	•
Hearing Aid Compatible	•	•	•	•	•	•
Intelligent Assistant	•	•	•	•	•	•
International (HSDPA/GSM)	•	•	•	•	•	•
Mobile Hotspot Capable	•	•	•	•	•	•
Near Field Communication Capable						
Wi-Fi Calling Capable						
Wi-Fi Data Capable	•	•	•	•	•	•
Phone Details						
Dimensions	2.31 x 4.87 x .3 in.	2.31 x 4.5 x .37 in.	2.31 x 4.5 x .37 in.	2.31 x 4.87 x .3 in.	2.31 x 4.5 x .37 in.	5.44 x 2.64 x .27 in.
Battery Type	Lithium-ion	Standard Li-Ion Battery	Standard Li-Ion Battery	Lithium-ion	Standard Li-Ion Battery	Li-Ion
Weight w/Battery (oz)	3.95 oz.	4.9 oz.	4.9 oz.	4.66 oz.	4.9 oz.	4.55 oz.
Talk Time	Up to 8 hours	Up to 8 hours	Up to 8 hours	Up to 10 hours	Up to 10 hours	Up to 14 hours
Camera	8.0 MP (back), 1.3 MP (front)	8.0 MP (back), 1.3 MP (front)	8.0 MP (back), 1.3 MP (front)	8.0 MP (back), 1.3 MP (front)	8.0 MP (back), 1.3 MP (front)	8 MP (rear); 1.2 MP (front)
Memory	16 GB	32 GB	64 GB	16 GB	32 GB	
Hearing Aid Compatible	M4 / T4	M4 / T4	M4 / T4	M4 / T4	M4 / T4	M3 / T4

Pricing is valid from 11/06/2015 through 1/07/2016. Subject to change without notice.	Available	Available	Available	Available	End of Life 'While Supplies Last'	Available
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Handset Pricing (Pricing applies to both New Adds and Upgrades)	Apple iPhone 6 (128GB)	Apple iPhone 6 (64GB)	Apple iPhone 5C (8GB)	Apple iPhone 6 Plus (16GB)	Apple iPhone 6 Plus (128GB)	Apple iPhone 6 Plus (64GB)
Plan Restrictions	Data Required	Data Required	Data Required	Data Required	Data Required	Data Required
SKU	885909951048 (Space Gray)	885909951079 (Space Gray)	885909962914 (White)	885909971619 (Space Gray)	885909971640 (Space Gray)	885909971671 (Space Gray)
	885909951055 (Silver)	885909951086 (Silver)	885909962921 (Yellow)	885909971626 (Silver)	885909971657 (Silver)	885909971688 (Silver)
	885909951062 (Gold)	885909951093 (Gold)	885909962938 (Blue)	885909971633 (Gold)	885909971664 (Gold)	885909971695 (Gold)
			885909962945 (Green)			
			885909962952 (Pink)			
Suggested Retail Price	\$649.99	\$649.99	\$360.00	\$649.99	\$749.99	\$749.99
Flat Rate 2YR (All CL)	\$199.99	\$199.99	\$0.00	\$199.99	\$299.99	\$299.99
1 YR pricing	\$349.99	\$349.99	\$249.99	\$249.99	\$410.99	\$410.99
Phone Features						
3G and 4G LTE Network Access	●	●	●	●	●	●
Bluetooth Enabled	●	●	●	●	●	●
Camera	●	●	●	●	●	●
GPS Enabled	●	●	●	●	●	●
Hearing Aid Compatible	●	●		●	●	●
Intelligent Assistant	●	●	●	●	●	●
International (HSDPA/GSM)	●	●		●	●	●
Mobile Hotspot Capable	●	●		●	●	●
Near Field Communication Capable						
Wi-Fi Calling Capable						
Wi-Fi Data Capable	●	●	●	●	●	●
Phone Details						
Dimensions	5.44 x 2.64 x .27 in.	5.44 x 2.64 x .27 in.	4.9 x 2.33 x .35 in.	6.22 x 3.06 x .28 in.	6.22 x 3.06 x .28 in.	6.22 x 3.06 x .28 in.
Battery Type	Li-Ion	Li-Ion	Li-Ion	Li-Ion	Li-Ion	Li-Ion
Weight w/Battery (oz)	4.55 oz.	4.55 oz.	4.65 oz.	6.07 oz.	6.07 oz.	6.07 oz.
Talk Time	Up to 14 hours	Up to 14 hours	Up to 10 hours	Up to 24 hours	Up to 24 hours	Up to 24 hours
Camera	8 MP (rear); 1.2 MP (front)	8 MP (rear); 1.2 MP (front)	1.2 MP (rear); HVGA (front)	8 MP (rear); 1.2 MP (front)	8 MP (rear); 1.2 MP (front)	8 MP (rear); 1.2 MP (front)
Memory						
Hearing Aid Compatible	M3 / T4	M3 / T4		M3 / T4	M3 / T4	M3 / T4

Pricing is valid from 11/06/2015 through 1/07/2016. Subject to change without notice.						
	Available	Available	Available	Available	Available	Available
Handset Pricing (Pricing applies to both New Adds and Upgrades)	Apple iPhone 6S (16 GB)	Apple iPhone 6S (64 GB)	Apple iPhone 6S (128 GB)	Apple iPhone 6S Plus (16 GB)	Apple iPhone 6S Plus (64 GB)	Apple iPhone 6S Plus (128 GB)
Plan Restrictions	Data Required	Data Required	Data Required	Data Required	Data Required	Data Required
SKU	888462500739 (Space Gray)	888462500777 (Space Gray)	888462500814 (Space Gray)	888462501750 (Space Gray)	888462501798 (Space Gray)	888462501835 (Space Gray)
	888462500746 (Silver)	888462500784 (Silver)	888462500821 (Silver)	888462501767 (Silver)	888462501804 (Silver)	888462501842 (Silver)
	888462500753 (Gold)	888462500791 (Gold)	888462500838 (Gold)	888462501774 (Gold)	888462501811 (Gold)	888462501859 (Gold)
	888462500760 (Rose Gold)	888462500807 (Rose Gold)	888462500845 (Rose Gold)	888462501781 (Rose Gold)	888462501828 (Rose Gold)	888462501866 (Rose Gold)
Suggested Retail Price	\$649.99	\$749.99	\$849.99	\$749.99	\$849.99	\$949.99
Fiat Rate 2YR (All CL)	\$199.99	\$299.99	\$399.99	\$299.99	\$399.99	\$499.99
1 YR pricing	\$349.99	\$410.99	\$471.99	\$410.99	\$471.99	\$539.99
Phone Features						
3G and 4G LTE Network Access	•	•	•	•	•	•
Bluetooth Enabled	•	•	•	•	•	•
Camera	•	•	•	•	•	•
GPS Enabled	•	•	•	•	•	•
Hearing Aid Compatible	•	•	•	•	•	•
Intelligent Assistant	•	•	•	•	•	•
International (HSDPA/GSM)	•	•	•	•	•	•
Mobile Hotspot Capable						
Near Field Communication Capable	•	•	•	•	•	•
Wi-Fi Calling Capable	•	•	•	•	•	•
Wi-Fi Data Capable	•	•	•	•	•	•
Phone Details						
Dimensions	5.44 x 2.64 x .28 in.	5.44 x 2.64 x .28 in.	5.44 x 2.64 x .28 in.	6.23 x 3.07 x .29 in.	6.23 x 3.07 x .29 in.	6.23 x 3.07 x .29 in.
Battery Type	Li-Ion	Li-Ion	Li-Ion	Li-Ion	Li-Ion	Li-Ion
Weight w/Battery (oz)	5.04 oz.	5.04 oz.	5.04 oz.	6.77 oz.	6.77 oz.	6.77 oz.
Talk Time	Up to 14 hrs.	Up to 14 hrs.	Up to 14 hrs.	Up to 24 hrs.	Up to 24 hrs.	Up to 24 hrs.
Camera	12 MP (rear) / 5 MP (front)	12 MP (rear) / 5 MP (front)	12 MP (rear) / 5 MP (front)	12 MP (rear) / 5 MP (front)	12 MP (rear) / 5 MP (front)	12 MP (rear) / 5 MP (front)
Memory	16 GB	64 GB	128 GB	16 GB	64 GB	128 GB
Hearing Aid Compatible	M3 / T4	M3 / T4	M3 / T4	M3 / T4	M3 / T4	M3 / T4

Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.

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Equipment Disclaimers:

Night & Weekend Hours:

9 PM

9 PM - 7 AM Mon. - Thurs.

9 PM Fri. - 7 AM Mon.

7 PM

7 PM-7 AM Mon. - Thurs.

7 PM Fri. - 7 AM Mon.

Important Service/Product Specific Terms

Your Service Agreement with Sprint includes, but is not limited to, the terms of your service plan (including those outlined below and set forth in the services guide and materials), and the most recent Sprint General Terms and Conditions of Service ("Ts and Cs"). Carefully read all of the parts of your Service Agreement with Sprint, including the MANDATORY ARBITRATION PROVISION and CLASS ACTION WAIVER PROVISION set forth in the Ts and Cs.

**Monthly charges exclude taxes and Sprint Surcharges (incl. USF charge of up to 15.1% (varies quarterly), Administrative Charge (up to \$2.50/line/mo.), Regulatory Charge (40¢/line/mo.) & state/local fees by area). Sprint Surcharges are not taxes or gov't-required charges and are subject to change. Details: sprint.com/taxesandfees.

Service Agreement: The Service Agreement is provided to you at activation. There are several parts to the Service Agreement, including, but not limited to, the Subscriber Agreement you sign or accept, the detailed plan or other information on Services we provide or refer you to during the sales transaction, and any confirmation materials we may provide you. General Terms: If you agree to maintain service for a minimum Term, the Term begins when you accept the Subscriber Agreement (e.g., signature, activate service, use phone, etc.).

You may terminate any line of service before its Term ends by calling us, however you will be responsible for an EARLY TERMINATION FEE of up to \$350/line early termination fee (ETF) for advanced devices & up to \$200 ETF/line for other devices for each line/number terminated early — except for terminations consistent with our return policy. Subscriber Agreements are subject to Sprint's prorated policy. The ETF is prorated and is calculated by taking the months remaining on your Service Agreement times \$20 for Advanced Devices, with a maximum of \$350, and minimum of \$100. For all other devices, the prorated ETF is calculated by taking the months remaining multiplied by \$10 with a maximum of \$200 and minimum of \$50. Payment of the ETF does not satisfy other obligations owed to us, including Term commitments with other lines or service/equipment charges.

If you agree to maintain service for a minimum Term, upon expiration of the Term, this Agreement will automatically continue on a month-to-month basis unless you contact us to inform us of any changes, including cancellation. If there is no minimum Term associated with the service plan you elect, this Agreement will apply and automatically continue on a month-to-month basis unless you contact us to inform us of any changes, including cancellation. All offers, including plans and customizable/upgrade options are available from 10/11/2013 thru 4/10/2014 — we reserve the right to cancel offers early or extend offers without notice. Offers are subject to credit approval.

An account spending limit may apply. Ask for specific amount. Spending limit accounts are subject to a fee of \$4.99/mo. per account. The fee will be waived for accounts enrolled in recurring AutoPay and electronic billing (eBill). Monthly service plan charges accrue even if your service is turned off for exceeding your spending limit or nonpayment. If payment is not received in full by the due date on your bill, late fees may be assessed, in amounts up to the maximum amount permitted by law in the state of your billing address. A detailed bill provides comprehensive call details to customers, including, phone numbers dialed and received, call lengths, call types and call times. A \$1.99/month per account fee will apply if you choose to receive a paper invoice with detailed billing.

To avoid this fee, you can elect to receive Sprint's eBill or summary format of the paper invoice. Detailed billing information is available for all customers by visiting your Sprint account online. Additional fees may apply for phone number changes. Offers may not be available everywhere, combinable with other promotions/options, or available to business customers. Coverage is not available everywhere and varies by service — visit sprint.com/coverage for additional details.

Monthly charges exclude taxes, Sprint Surcharges (incl. USF charge (varies quarterly), cost recovery and administrative fees, & state/local fees by area (e.g., in some areas up to 16% but in most areas less than 3%)). Sprint Surcharges are not taxes or gov't-required charges and are subject to change. Up to a \$36 activation fee may apply to new activations, certain service plan changes or upgrades of phones or devices. A reconnect fee of up to \$36 may apply to reestablish service on all accounts that have been disconnected for nonpayment or discontinuance of service.

A deposit or fee charge, in most instances between \$50 and \$750 (but sometimes up to \$1000), may be required per line to establish service. Our services will only work with our phones — not all services are available with all phones or on all networks. Monthly service charges are not refunded or prorated if service is terminated or modified before your billing cycle ends.

A deposit or fee charge, in most instances between \$50 and \$750 (but sometimes up to \$1000), may be required per line to establish service. Our services will only work with our phones — not all services are available with all phones or on all networks. We may block network access or refuse activation for devices that are incompatible with our network or for any reason that protects our customer's or network's interests including, but not limited to, devices that are lost, stolen or terminated for nonpayment of service. Monthly service charges are not refunded or prorated if service is terminated or modified before your billing cycle ends. All phone usage, including incoming/outgoing calls, incurs charges unless specified otherwise.

Except where specified, included plan minutes are not good for off-network roaming calls. International roaming rates for voice and data services are additional and will vary. On calls that cross time periods, minutes are generally deducted or charged based on the call start time. Unused monthly plan minutes and data do not carry forward. Partial minutes of use are rounded up to the next whole minute. We may, but are not required to, decline usage on your line of service to protect against fraudulent or unlawful activity. Monthly add-ons or plans must remain active on the line of service for a full month after activating; no proration applies and refunds will not be issued for unused days during the billing cycle.

Nature of our Service. Our rate plans, customer devices, services and features are not for resale and are intended for reasonable and non-continuous use by a person using a device on Sprint's networks. Prohibited Network Uses. To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, you may not use our services in a manner that is unlawful, infringes on intellectual property rights, or harms or unduly interferes with the use of Sprint's network or systems.

Sprint reserves the right, without notice or limitation, to limit data throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited voice or data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation.

Examples of prohibited voice uses: Sprint voice services are provided solely for live dialogue between, and initiated by, individuals for personal use and as otherwise described in this policy. Sprint services may not be used for any other purposes, including, but not limited to: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between individuals.

Examples of prohibited data uses: Sprint 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.

Our data services may not be used: (i) to generate excessive amounts of Internet traffic through the continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web or gaming hosting; (ii) 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; (iii) 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; (iv) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax;

(v) 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; (vi) for an activity that connects any device to Personal Computers (including without limitation, laptops), or other equipment for the purpose of transmitting wireless data over the network (unless customer is using a plan designated for such usage); or (vii) for any other reason that, in our sole discretion, violates our policy of providing service for individual use.

Unlimited Use Plans: If you subscribe to rate plans, services or features that are described as unlimited, you should be aware that such "unlimited" plans are subject to these Sprint Prohibited Network Uses. New Service Agreements on the Sprint 4G (WiMAX) Network: Your Service on a device activated on the Sprint 4G (WiMAX) Network may require a new one or two-year Service Agreement per line. Sprint expressly reserves the right to migrate your Service during this Service Agreement term from the Sprint 4G (WiMAX) Network to the Sprint 4G LTE network to complete your Service Agreement term.

Reasonable advance notice of the Service change will be provided to impacted customers, who can then select one of the following options: (a) Choose to complete the Service Agreement term using your existing device without 4G (WiMAX) capability (b) Elect to complete the Service Agreement term by contacting us after receiving notice from Sprint to transition to the Sprint 4G LTE network with no additional term commitment required (Transition Option) (c) Deactivate service. Deactivations because of this Service change will not result in an Early Termination Fee (ETF). Transition Option: If you select the Transition Option, you will receive a free standard Sprint LTE capable device and can maintain your existing Service plan, if available. During the Service Agreement term, Sprint may provide other offers that are separate from the Transition Option, and these offers will be subject to a new two-year Service Agreement per line.

PROMOTIONS, OPTIONS AND OTHER PROVISIONS

Messaging (text, picture and video): Messaging rates are subject to change. Standard message rates are charged when a message is sent or received, whether read or unread, viewed or unviewed, solicited or unsolicited. Unused monthly plan messages do not carry forward. Certain messages, including those to 3rd parties to participate in a promotion or other program, will result in additional charges. International messaging rates may vary and are subject to change without notice. There is no guarantee that messages will be received, and we are not responsible for lost or misdirected messages. Most text messages are limited to 160 characters.

Messages may incur an additional Pay-As-You-Go data charge of 3¢/KB. Pictures and video messaging must be sent, viewed and uploaded through the text/messaging application (MMS) or Picture Mail application. Viewing, uploading or linking to the web, email, or clicking on a web link to view or obtain pics/video is a data activity and casual data charges of \$.03/kb will apply, unless data is included in your plan.

Any Mobile, Anytime: Applies when directly dialing/receiving standard voice calls between domestic wireless numbers as determined when the call is placed using indep. 3rd party and Sprint databases. (excludes calls to voicemail, 411, and other indirect methods). Not available while off-network roaming. **Sprint Mobile to Mobile:** Allows you to make or receive unlimited calls directly to or from Sprint subscribers on the Nationwide Sprint Network without using your service plan minutes. Only available for calls directly between Sprint phones (not through Voicemail, 411 or other indirect methods). Not available while off-network roaming.

Location Based Services: Environment may limit location based service information. Location Based Services require an account holder's authorization for Sprint to share location and other needed enabling information with third parties. It is the responsibility of the account holder to notify device users that location can be identified while using location based service applications. **Total Equipment Protection:** Equipment Replacement Program is insurance underwritten by Continental Casualty Company (CNA), a CNA company, and administered by Asurion Protection Services, LLC, a licensed agent of CNA (In California, Asurion Protection Services Insurance Agency, LLC, CA Lic. #0D63161. In Puerto Rico, Asurion Protection Services of Puerto Rico, Inc.). Please see the Device Protection brochure available at any participating retail location or visit sprint.com/TEP for complete terms and conditions of coverage. Terms and conditions are subject to change. May not be available in all states. Eligibility varies by device.

Assurant Advanced Protection Pack: Plan provided and administered by the Assurant Solutions Companies. Companies underwriting the plan all operate under the trade name Assurant Solutions. Limitations and Exclusions apply. For complete details, see an In-store Device Protection brochure or visit www.assurantprotection.com. **Sprint to Home:** Monthly charge is invoiced to Sprint wireless account. Not available for Corporate-liable accounts. **Mobile to Office:** Monthly charge is invoiced to Sprint wireless account. Available only for Corporate-liable accounts. **Add-a-Phone:** Requires a minimum two-year Service Agreement for each line added ("Secondary Line"). The first phone activated on the service plan ("Primary Line") and Secondary Lines may have different Term end dates. If the Primary Line on the account is terminated prior to the expiration of the Term of any Secondary Line, a Secondary Line will become the Primary Line.

Email: Wireless access to corporate/employee email may require add'l server or server access, licenses, or additional requirements which incur add'l charges. **Data:** Services are not available with all Sprint phones. The amount of data transmitted over our network is measured in kilobytes (KB), megabytes (MB) or gigabytes (GB). Unless specified otherwise, 1024KB equal 1MB, 1024MB equal 1GB. Usage is calculated on a per KB, MB or GB (depending on your plan) basis and is rounded up to the next whole KB, MB or GB, at which time we deduct accumulated usage from your plan, or assess overage or casual usage charges. You are responsible for all data activity from and to your device, regardless of who initiates the activity. Estimates of data usage will vary from actual use. Your invoice will not separately identify the number of KB, MB or GB attributable to your use of specific sites, sessions or services used. Premium content (games, ring tones, music tracks, etc.) priced separately. Services are not available for use in connection with server devices or host computer applications, other systems that drive continuous heavy traffic or data sessions, or as substitutes for private lines or frame relay connections.

Except with Phone-as-Modem add-on, you may not use a phone (including a Bluetooth phone) as a modem in connection with a computer, PDA, or similar device. We reserve the right to deny or terminate service without notice for any misuse or any use that adversely affects network performance. Availability of downloadable or streaming content is subject to change without notice, including but not limited to television channels and radio stations. If user is not subscribed to a data included plan or add-on, Pay-As-You-Go charges are incurred when using data applications and services. **Web Access:** Sprint can help you prevent the transmission of material harmful to minors on certain devices by allowing access only to a limited number of Internet web sites or restricting web access. For more information, visit sprint.com.

Third-Party Content: Sprint allows customers to purchase mobile content on a per item or monthly basis from Sprint and other entities. Subscribers are responsible for all billed content, including content purchased by others authorized to use devices on the account. If we bill you for amounts on behalf of a third party, payments received are first applied to our charges. Usage can be restricted by use of account blocking tools or similar features. Deleting third-party applications from your device alone may not stop the billing of monthly recurring charges. Visit sprint.com/premiummessaging for details.

Off-network Roaming: The primary use of your device must be for domestic purposes within the Sprint-owned network. Domestic means use in the 50 United States and U.S. Territories (except Guam). Domestic roaming usage may be invoiced after 30-60 days. Sprint reserves the right, without notice, to deny, terminate, modify, disconnect or suspend service if off-network usage in a month exceeds: (1) voice: 800 min. or a majority of minutes; or (2) data: 100 MB, 300 MB or a majority of kilobytes based on terms of plan. The display on your device may not always be on and will not indicate whether you will incur roaming charges. You can monitor usage online through My Account. Roaming is not available with single-band phones, or to customers who reside or whose primary use is outside an area covered by the Nationwide Sprint Network. Sprint may limit or terminate service if you move outside of the Sprint owned-network.

International Roaming: International calling, including in Canada, Mexico, and Guam is not included in plans with no roaming charges. International roaming usage may be invoiced after 30-60 days. Data services and certain calling features (Voicemail, Caller ID, Call Waiting, etc.) may not be available in all roaming areas. Usage initiated near country borders may be carried by a cell site in a neighboring country and billed at that country's rates. Sprint reserves the right to deny, terminate, modify, disconnect or suspend service if the majority of minutes or kilobytes are used for international roaming.

International Long Distance, Messaging and Data: Phones must be activated on international service to enable international long-distance calls, messaging or data including to Mexico and Guam. For verification purposes, you may be required to provide additional information and activation of plan may take approximately 1 to 3 days. Verification for account spending limit customers may take up to 30 days. Rates, mobile termination fees and available countries at sprint.com/internationalrates. International rates are subject to change without notice.

Sprint Phone Connect: Device compatible with traditional home/office phones that use standard RJ11 wall jack. Sprint reserves the right, without notice, to deny, terminate, modify, disconnect or suspend service if off-network voice usage in a month exceeds: 800 min. or a majority of minutes. Patent information for certain smartphones and other devices: Some devices may contain User Guides or other guides in the packaging referencing expired and/or inapplicable patents. Please see sprint.com for updated patent information for your specific device.

Sprint Buyback: Limit 3. Devices will not be returned. To best protect your data, please delete all personal information from your phone. Credit amount depends upon valuation and may vary based on condition. Credit will be applied to in-store purchase or Sprint account within three invoices. Fraudulent devices will not receive credit and will not be returned. **Wireless Emergency Alerts:** Free wireless emergency alerts are now available on capable devices on the Nationwide Sprint Network. To learn more on emergency alerts and their availability in your area, see rep. or visit sprint.com. **IL Discounts:** Discount amounts may vary and are subject to corporate contract and ongoing eligibility/enrollment criteria.

Call Blocking: Important information about E911 impacts on Call Blocking. After dialing 911, inbound call blocking will be removed from the subscriber for 24 hours to allow for public safety to place a call-back to the customer. Other inbound calls will be allowed for this time period. In the event a 911 call is dropped or disconnected, public safety may not be able to place a call-back to the customer. Removing in-bound call blocking requires processing time. Sprint will make a good faith effort to complete the removal of inbound blocking, and will cooperate with public safety to remove inbound call blocking upon request.

Call blocking will be restored after the 24-hour period. The customer will not be notified when the block is removed nor reinstated as a result of a call to 911. If you do not agree to the terms of Sprint's in-bound call blocking procedure, in-bound call blocking will not be provided. **Network Management and Performance:** For important information on Sprint's network management tools, policies and other related information, please visit Sprint.com/networkmanagement.



Attachment 2 Draft Government Wireless Services Agreement

Sprint has included on the following pages a revised draft Government Wireless Services Agreement containing new services plans available to FCPS, FCG and its Additional Purchasers.

GOVERNMENT WIRELESS SERVICES AGREEMENT
RFP 2000001706
Telecommunications Services:
Wireless Digital Voice & Data Services, Associated Equipment

THIS GOVERNMENT WIRELESS SERVICES AGREEMENT is made between **SPRINT SOLUTIONS, INC.**, as contracting agent for the affiliated Sprint entities providing the Products and Services ("Sprint") and **FAIRFAX COUNTY PUBLIC SCHOOLS, VA** ("Customer").

1. GENERAL.

- 1.1 Eligibility.** The terms and conditions of this Agreement have been customized for federal, state, and local government entities and agencies. Sprint defines "government entities and agencies" as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges. Sprint recognizes that under certain circumstances, non-governmental entities may be permitted to purchase Products and Services under this Agreement. For non-governmental entities, Sprint may limit the applicability of any contractual provisions specifically based on governmental rights and privileges.
- 1.2 Rates and Conditions Website.** Customer's use of Sprint Products or Services is also governed by the applicable Product and Service annexes posted at <http://www.sprint.com/ratesandconditions>.
- 1.3 Cooperative Purchasers.** Pursuant to Paragraph 35 "Use of Contract by Other Public Bodies" of the Customer's Scope of Work and General Conditions and Instructions to Bidders Paragraph 75 "Cooperative Purchasing", this Agreement may be extended to other public agencies subject to the authorization of Sprint.

2. ATTACHMENTS. The following attachments are incorporated into this Agreement by reference:

- Attachment A:** Wireless Services Pricing & Policies
Attachment B: Wireless Machine-to-Machine Services Pricing & Policies (Government Customer)
Attachment C: Mobility As A Service Pricing & Policies

3. ORDERS AND CHARGES.

3.1 Orders.

- A. Rates.** During the Term, for the Products and Services acquired under this Agreement. Customer will pay Sprint the rates and charges as set forth in this Agreement.
- B. Issuance and Acceptance.** Customer will ensure that only persons authorized by Customer will issue Orders under this Agreement, and Customer is liable for all Orders issued under this Agreement. Sprint may accept an Order by (1) signing and returning a copy of the Order to Customer; (2) delivering any of the Products or Services ordered; (3) informing Customer of the commencement of performance; or (4) returning an acknowledgment of the Order to Customer.
- C. Cancellation or Rejection.** Pursuant to Paragraph 24 "Method of Ordering" and Paragraph 27 "Changes" of the Customer's Scope of Work, Customer may cancel an Order at any time before Sprint ships the Order or begins performance, but Customer must pay any actual costs incurred by Sprint due to Customer's cancellation. Sprint may reject or cancel an Order for any reason, including Customer's negative payment history with Sprint, failure to meet Sprint's ongoing credit approval, or limited availability of the Product or Service ordered. Sprint will notify Customer of rejected or canceled Orders.
- D. Customer Issued Purchase Orders.** Customer issued purchase orders are binding only upon acceptance in writing by Sprint. Except in the case of a special customer arrangement form signed by both parties, the terms and conditions in any Customer-issued purchase order accepted by Sprint will have no force or effect other than to denote quantity, the Products or Services purchased or leased, delivery destinations, requested delivery dates and any other information required by this Agreement.

3.2 Fixed Rates and Percentage Discounts. The rates and discounts identified in the pricing Attachments will remain fixed for the Term (unless stated otherwise in the applicable Attachment). Rates, discounts and pricing not fixed in the pricing Attachments will be based on the then-current list price at the time of purchase or lease, as applicable. If pricing in this Agreement is stated only as a percentage discount off a rate or price appearing in a referenced price list, the percentage discount is fixed for the Term, but Sprint may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice.

3.3 Rate Adjustments. Sprint may impose on Customer additional regulatory fees, administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs. These fees, charges or surcharges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC") or Gross Receipts surcharges. If the Federal Communications Commission ("FCC") requires that Sprint contribute to the Universal Service Fund ("USF") based on interstate revenues derived from Services that Sprint in good faith has treated as exempt, including but not limited to, information services, Sprint will invoice Customer the CUSC for such Services beginning on

the date established by the FCC as the date such Services became subject to USF contributions. The amount of the fees and charges imposed may vary.

3.4 Taxes.

- A. Taxes Not Included.** Sprint's rates and charges for Products and Services do not include taxes. Sprint shall invoice Customer for, and Customer will pay all taxes 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 Sprint is posted on the Rates and Conditions Website.
- 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 Sprint, Customer must notify Sprint in writing. Sprint 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 Sprint will not be less than the amount Sprint would have received without the required deduction or withholding.
- C. Tax Exemptions and Exclusions.** Pursuant to Paragraph 18 "Tax Exemption" of the General Conditions of the RFP, Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer. Customer will not be responsible for payment of Sprint's direct income and employment taxes.

4. BILLING AND PAYMENT.

4.1 Invoicing.

- A. Commencement of Invoicing.** Sprint may begin invoicing Customer in full for non-recurring and recurring charges on the date the Products or Services are installed or delivered and made available.
- B. Delays.** If Sprint cannot install or make available the Product or Service by the delivery date specified in the Order due to a Customer-caused delay, Sprint may bill Customer as of the delivery date specified in the Order, or if no date is specified, any time 30 days or more after the Effective Date.
- C. Timing.** In general, for recurring Services, Sprint bills fixed recurring Service charges in advance and usage-based charges in arrears.

4.2 [INTENTIONALLY OMITTED]

- 4.3 Disputed Charges.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer (A) makes timely payment of all undisputed charges; and (B) within 30 days of the due date, provides Sprint with a written explanation of Customer's reasons for disputing the charge. Customer must cooperate with Sprint to resolve promptly any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify Customer and, within 5 business days of receiving notice, Customer must pay the charge or invoke the dispute resolution process in this Agreement. If Sprint determines in good faith, that the disputed charge is invalid, Sprint will credit Customer for the invalid charge.

- 4.4 Repayment of Credits or Waived Charges.** If Sprint terminates a Service or this Agreement due to Customer's material breach, or Customer terminates a Service or this Agreement before the end of any applicable Order Term (unless due to Sprint's material breach), Customer will repay Sprint a pro rata portion of any credits issued or charges waived, based upon the number of months remaining in the Term at the time of termination.

- 5. CREDIT APPROVAL.** Sprint's provision of Products and Services to is subject to Sprint credit approval of Customer. Additionally, if during the Term Customer's financial circumstances or payment history becomes reasonably unacceptable to Sprint, Sprint may require adequate assurance of future payment as a condition of continuing Service. For non-governmental entities, Sprint may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.

- 6. WARRANTIES.** EXCEPT AS, AND ONLY TO THE EXTENT, EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT POSSIBLE, SPRINT WILL PASS THROUGH TO CUSTOMER ALL WARRANTIES AVAILABLE TO SPRINT FROM ANY MANUFACTURER FOR ANY PRODUCT(S) ACQUIRED HEREUNDER. 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.

7. EQUIPMENT AND SOFTWARE.

- 7.1 Third Party Equipment or Software.** 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.

7.2 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.

7.3 Software License.

A. 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 Sprint's software vendors are provided by Sprint, posted at the Rates and Conditions Website or are otherwise provided to Customer through click or shrinkwrap agreements.** Sprint may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.

B. 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.

7.4 Title to Equipment. Sprint or its suppliers retain title and property rights to Sprint-provided equipment (excluding equipment sold to Customer under this Agreement). Upon termination or expiration of the Agreement or the applicable Service, Customer will surrender and immediately return the Sprint-provided equipment (excluding equipment sold to Customer under this Agreement) to Sprint.

8. USE OF NAME, SERVICE MARKS, TRADEMARKS. Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent. Notwithstanding the foregoing and subject to Customer's written consent with respect to each use, Sprint may use the Customer's name and contact information as a customer reference and may illustrate in a press release, advertising or written or video testimonial the applications and corresponding business benefit of the solution delivered by Sprint.

9. CUSTOMER RESPONSIBILITIES.

9.1 Installation. For Products or Services requiring on-site installations, Customer will reasonably cooperate with Sprint or Sprint's agents to enable Sprint or its agents to install the Products or Services. Customer is responsible for damage to Sprint-owned Products and Services located on Customer premises, excluding reasonable wear and tear or damage caused by Sprint.

9.2 Use of Products and Services

A. Acceptable Use Policy. If Customer uses 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 Sprint.

B. Abuse and Fraud. Customer will not use Products or Services: (1) for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted unauthorized access to, or alteration, abuse, or destruction of information; or (2) in any manner that causes interference with Sprint's or another's use of the Sprint network. Customer will cooperate promptly with Sprint to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.

C. Permits, Licenses and Consents. Customer will obtain, all required permits, licenses, or consents that Customer is required to obtain to enable Sprint to provide (e.g., landlord permissions, tax exemption certificates, software licenses, or local construction licenses) the Products and Services. This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business.

D. 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 or Services to any third party. Notwithstanding the foregoing, Customer may participate in the Sprint Wireless Recycling Program.

10. [RESERVED]

11. PRIVACY, CONFIDENTIAL INFORMATION AND DISCLOSURE.

11.1 Virginia Freedom of Information Act. Notwithstanding the foregoing, the parties hereto acknowledge and agree: (a) that FCPS/FCG is a "public body" within the meaning of the Virginia Freedom of Information Act (Va.Code Ann. §2.2-3700, et seq.) (the "Act") and the public records in the possession of FCPS are subject to disclosure pursuant to the Act, unless exempted by law; and (b) in the event that Sprint seeks confidential treatment for any Sprint record (containing trade secrets or proprietary information) it wishes to deliver or to transmit to FCPS in the future, Sprint shall both (i) comply fully with the terms of Va. Code Ann. §2.2-4342 (F), and (ii) conspicuously label all such records as "Confidential-Exempt from Disclosure;" and (c) provided Sprint fulfills the foregoing obligations, FCPS shall not disclose such records,

absent a court order to the contrary. In the event of conflict between the terms of Section 11 and any other provision of this Agreement, this section shall govern.

- 11.2 Nondisclosure.** Neither party will disclose the other party's Confidential Information to any third party except as expressly permitted in this Agreement. This obligation will continue until 2 years after this Agreement expires or terminates. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. In addition, either party may disclose this Agreement to an entity that is an Affiliate of Customer on the Effective Date, provided that the Affiliate has signed (a) a separate service agreement with Sprint containing nondisclosure obligations or (b) a non-disclosure agreement reasonably acceptable to Sprint and Customer. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Sprint services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient 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 Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order (subject to FOIA section of this Agreement); or (F) is disclosed with the prior written consent of the Discloser.
- 11.3 Injunction.** The parties acknowledge that Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of this Agreement, the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who has breached or threatened to breach its nondisclosure obligations under this Agreement will not raise the defense of any adequate remedy at law.
- 11.4 Customer Proprietary Network Information.** Pursuant to Paragraph 32 "Safeguards of Information" of the Customer's Scope of Work, as Sprint provides Products and Services to Customer, Sprint develops information about the quantity, technical configuration, type and destination of Products and Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. For example, Sprint implements safeguards that are designed to protect Customer's CPNI, including using authentication procedures when Customer contacts Sprint. For some business accounts with a dedicated Sprint representative, Sprint may replace standard authentication measures with a pre-established point of contact for Customer.
- 11.5 Privacy.** Pursuant to Paragraph 32 "Safeguards of Information" of the Customer's Scope of Work, 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.

12. LIMITATIONS OF LIABILITY.

- 12.1 [INTENTIONALLY OMITTED]**
- 12.2 [INTENTIONALLY OMITTED]**
- 12.3 Unauthorized Access / Hacking.** Sprint is not responsible for unauthorized third party access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Sprint network transmission facilities or Customer premise equipment.
- 12.4 Content.** Sprint is not responsible or liable for the content of any information transmitted, accessed or received by Customer through Sprint's provision of the Products and Services, excluding content originating from Sprint.
- 12.5 Sprint Disclaimers.** Sprint is not responsible for any loss, liability, damage, or expense, including attorney's fees, resulting from any third party claims alleged to arise in any way from :
- A. Coverage and wireless Service quality problems caused by atmospheric, geographic or topographic conditions or other conditions beyond Sprint's control including the failure of other service providers;
 - B. Interruption and unavailability of wireless Services due to coverage, capacity, Product failure or other limitations that may occur in the transmission or attempted transmission of wireless Services;
 - C. Outages or wireless Service disruptions occurring as a result of a public safety emergency;
 - D. The content of any information transmitted by, accessed, or received through, Sprint's provision of the Products and Services to Customer, including, but not limited to, claims: (A) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (B) for infringement of patents arising from the use of equipment, hardware or software not provided by Sprint; or (C) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
 - E. Customer's breach of the licensing requirements in the Software License section;
 - F. Customer's failure to comply with any provision of the Use of Products and Services section; or
 - G. Sprint's failure to pay any tax based on Customer's claim of a legitimate exemption under applicable law.

13. INDEMNIFICATION.

- 13.1 Personal Injury, Death or Damage to Personal Property.** Sprint will indemnify and defend Customer, its directors, officers, employees, agents and their successors 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 or willful misconduct of Sprint or its subcontractors, directors, officers, employees or authorized agents.
- 13.2 Sprint Indemnification.** Sprint will indemnify and defend Customer, Customer's directors, officers, employees, agents, and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. Sprint'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 Services after Sprint provides reasonable notice to Customer of the infringement.
- For any third party claim that Sprint receives, or to minimize the potential for a claim, Sprint may, at its option, either;
- (A) at Sprint's expense, procure the right for Customer to continue using the Services;
 - (B) at Sprint's expense, replace or modify the Services with comparable Services; or
 - (C) terminate the Services.
- 13.3 Rights of Indemnified Party.** To be indemnified, Customer must (A) give Sprint prompt written notice of the claim, (B) give Sprint full and complete authority, information and assistance for the claim's defense and settlement, and (C) not, by any act including but not limited to any admission or acknowledgement, materially prejudice Sprint's ability to satisfactorily defend or settle the claim. Sprint will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. Customer will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Sprint will retain sole control of the claim's settlement or defense.
- 13.4 Exclusive Remedies.** The provisions of this "Indemnification" Section states the entire liability and obligations of Sprint and any of its Affiliates or licensors, and the exclusive remedy of Customer, with respect to any claims identified in this section.

14. TERMINATION.

- 14.1 Sprint Right to Terminate.**
- A. Sprint may suspend or terminate Products or Services or this Agreement immediately if: (1) Customer fails to cure its default of payment terms of this Agreement; (2) Customer fails to cure any material breach of this Agreement within 30 days after receiving Sprint's written notice of such breach; (3) Customer provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Services; (4) Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents Sprint's performance under the Agreement; (5) Customer fails to comply with the resell restrictions and prohibitions contained in this Agreement.
 - B. If Sprint terminates this Agreement under this "Sprint Right to Terminate" or Termination section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable charges identified in the "Effects of Termination" Section.
- 14.2 Customer Right to Terminate.**
- A. **Material Failure.** Customer may terminate a Product or Service upon Sprint's receipt of Customer's written notice to terminate after the cure period if (1) Sprint materially fails to provide the Product or Service, (2) Customer provides Sprint with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, (3) Sprint fails to cure the material failure within the 30-day cure period, and (4) Customer provides Sprint with written notice of Sprint's failure to cure and Customer's election to terminate the affected Product or Service. Sprint's material failure does not include a failure caused by Customer or a Force Majeure Event.
 - B. **Termination for Convenience.** Customer may terminate this Agreement during the Term by providing 30 days' written notice to Sprint. If Customer exercises its right to terminate for convenience, Customer must pay Sprint all applicable charges and fees for Products and Services received up to the effective date of termination.
- 14.3 Effects of Termination.**
- A. **Service Charges.** Customer remains obligated to pay all Service charges incurred up to the effective date of termination for each terminated Corporate Liabe Active Unit.
 - B. **Individual Liabe.** Individual Liabe Active Units are subject to the order term requirements and other obligations in the separate consumer subscriber agreement between Sprint and the Employee.

15. DEFINITIONS.

- 15.1 "Affiliate"** is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights.

- 15.2 "Commencement Date" is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges.
- 15.3 "Confidential Information" means nonpublic information (A) about Discloser's business, (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with this Agreement or discussions, negotiations or proposals related to any contemplated business relationships between parties, and (C) that Recipient knows or reasonably should know is confidential because of its legends and markings, the circumstances of its disclosure, or the nature of the information. Confidential Information includes but is not limited to: trade secrets; financial information; technical information including research, development, procedures, algorithms, data, designs, and know-how; business information including operations, planning, marketing plans, and products; and the pricing and terms of the Agreement including related discussions, negotiations, and proposals.
- 15.4 "Discloser" means the party disclosing Confidential Information.
- 15.5 "Domestic" means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Product specific Terms.
- 15.6 "Effective Date" is the date the last party signs this Agreement.
- 15.7 "Order" or "Purchase Order" means a written or electronic order, or purchase order, submitted or confirmed by Customer and accepted by Sprint, which identifies specific Products and Services, and the quantity ordered. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or use, of Products or Services.
- 15.8 "Order Term" means the term designated for an individual Order.
- 15.9 "Preferred Pay Program" provides a discount to Sprint customers for remitting payment using cash, check or electronic funds transfer. Customer must contact its assigned Sprint representative for further information, including eligibility requirements.
- 15.10 "Product(s)" includes equipment, devices, hardware, software, cabling or other materials sold or leased to Customer by or through Sprint as a separate item from, or bundled with, a Service.
- 15.11 "Product-specific Terms" means to separate descriptions, terms and conditions for certain non-regulated Products and Services. Product-specific Terms are incorporated into this Agreement as the Effective Date. Product-specific Terms are not otherwise subject to change during the Term.
- 15.12 "Recipient" means the party receiving Confidential Information.
- 15.13 "Service(s)" means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through Sprint under this Agreement, excluding Products.
- 15.14 "Sprint Wireless Recycling Program" - provides two options for recycling used wireless devices, including accessories: (1) the Sprint buyback program provides Sprint customers with an account credit for returning to Sprint certain previously sold Sprint wireless devices, and (2) the Sprint project connect program accepts any wireless device and uses the net proceeds that result from those devices to fund community-based initiatives such as Sprint's 4NetSafety Program. The 4NetSafety Program promotes Internet safety for children. For more information on the Sprint Wireless Recycling Program, including wireless devices eligible for the Sprint buyback program, go to Sprint.com/recycle.

16. MISCELLANEOUS.

- 16.1 **Compliance with Law.** Each party will comply with all applicable laws in performance of its obligations under this Agreement.
- 16.2 **Independent Contractor.** Sprint provides Products and Services to Customer as an independent contractor. This Agreement does not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or Affiliates.
- 16.3 **No Waiver of Rights.** The failure to exercise any right under this Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.
- 16.4 **No Third Party Beneficiaries.** This Agreement's benefits do not extend to any third party.
- 16.5 **Technology Evolution.**
- A. In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Sprint will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Agreement to the contrary, Sprint reserves the right, in its sole discretion, after providing the notice set forth in subsection B below, to: (1) migrate Customer to a replacement technology; or (2) discontinue any Product, Service, Business Plan, network standard, or technology without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, Business Plan, network standard, or technology.
- B. If Sprint takes any action set forth in subsection A above, Sprint will provide advance notice reasonably designed to

inform each affected Customer of such pending action. The form of Sprint's notice may include without limitation, providing written notice to any address listed in the Agreement for Customer or any address Sprint uses for billing or as set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of Sprint's pending action.

- 16.6 Assignment.** Neither party may assign any rights or obligations under this Agreement without prior written consent of the other party, except that Sprint may assign this Agreement to a parent company, controlled Affiliate, Affiliate under common control or an entity that has purchased all or substantially all of its assets upon written notice to Customer.
- 16.7 Amendments / Alterations.** This Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to this Agreement are not valid unless accepted in writing by both parties.
- 16.8 Notice.** Notices required under this Agreement must be submitted in writing to the any address listed in this Agreement for the other party or, for notices to Customer, to the address Sprint uses for shipping or billing or as set for in an Order. In the case of a dispute, notices must also be sent to:

Sprint:

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

Customer:

- 16.9 Severability.** If any provision of this Agreement is found to be unenforceable, this Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 16.10 URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in this Agreement include any successor URLs designated by Sprint.
- 16.11 Survivability.** The terms and conditions of this Agreement regarding confidentiality, indemnification, warranties, nonappropriations, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.
- 16.12 Entire Agreement.** This Agreement, including all referenced Attachments, documents, annexes, or exhibits, and related Orders, constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.
- 17. PRICING EXPIRATION.** To become effective, this Agreement must be: (a) signed by an authorized Customer representative; (b) delivered to Sprint; and (c) signed by a Sprint officer or authorized designee. Upon expiration of this Agreement, Sprint, at its option, may continue to provide some or all of the Products and Services on a month-to-month basis under the terms, conditions and pricing in this Agreement or the applicable Attachments, excluding minimum commitments, or, with advance notice, at standard list pricing, until either party provides 30 days advance written notice to terminate.

ATTACHMENT A
WIRELESS SERVICES PRICING & POLICIES

Included for the benefit of any jurisdiction that may ride the contract. FCPS/FCG may in the future use any of these services/products at a rate negotiated at that time.

1. [RESERVED]

2. GOVERNMENT DISCOUNT PROGRAM ("GDP").

2.1 Effective Date of Government Service Pricing Discounts. For Corporate-Liable Active Units activated during the Term of this Attachment, the Government Service Pricing Discount ("Government Discount") below applies no later than 60 days after the date of activation. For Corporate-Liable Active Units activated prior to the Commencement Date under pre-existing agreement(s) between Sprint and Customer, Sprint will apply the Government Discount below no later than 60 days after the Commencement Date.

2.2 Government Discount. The Government Discount, described in the table below, is a percentage discount off the eligible monthly recurring charges ("MRCs") charged for Corporate-Liable Active Units. Individual-Liable Active Units are eligible for the Individual-Liable Service Pricing Discount below after contacting a Sprint representative and meeting the eligibility requirements in Section 5.5A ("Eligible Employees"). Government Discounts and Individual Liable Service Pricing Discounts are collectively, "Service Pricing Discounts".)

Government Discount	Individual-Liable Service Pricing Discount
25%	15%

2.3 How Calculated. Unless otherwise noted in the applicable Attachment or sub-attachments, Service Pricing Discounts apply to eligible monthly recurring charges ("MRC") before taxes and surcharges and after application of credits, other discounts, and rebates. Overage, usage-based, and third party applications and services, certain business plan add-ons, and other charges (including certain network specific products and services), are not eligible for Service Pricing Discounts. Service Pricing Discounts may apply to the MRC of certain promotional rate plans which Sprint may offer on a limited time basis, at Sprint's discretion.

2.4 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 Corporate Liable 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.

3. PROVISION OF SPRINT PRODUCTS AND SERVICES.

3.1 Generally. All terms and conditions in this Attachment apply to Corporate-Liable Active Units operating on the Sprint Networks, the Sprint 4G Network and the International M2M Network, as applicable, unless otherwise specified. Sprint Spectrum L.P. provides the Sprint Services listed in this Attachment unless otherwise stated. Capitalized terms not otherwise defined in this Attachment shall have the meaning assigned to such terms in the Government Wireless Services Product Annex ("Wireless Product Annex"), the Sprint Machine-to-Machine Services Product Annex ("M2M Product Annex"), or the Agreement.

3.2 Wireless Devices. To access Sprint wireless Services, Customer may utilize wireless devices purchased from Sprint, wireless devices leased from Sprint, wireless devices obtained from Sprint as part of a Mobility as a Service ("MaaS") bundle ("MaaS Bundle"), or wireless devices provided by Customer.

A. Purchased Devices. If Customer purchases wireless devices from Sprint, Customer may pay (a) full Suggested Retail Price (SRP), (b) a discounted device price up front in exchange for Customer keeping the device active for a minimum period of time ("Subsidized Devices"), or (c) SRP for the cost of the device through monthly installments ("Monthly Installments"). If Customer wants to pay for wireless devices via Monthly Installments, Customer must sign a separate Installment Agreement with Sprint.

B. Leased Devices. If Customer leases wireless devices from Sprint, Customer must enter into a separate Business Lease Agreement with Sprint and title to the devices will remain with Sprint unless Customer exercises the purchase option set forth in the Business Lease Agreement.

C. MaaS Devices. If Customer obtains wireless devices from Sprint as part of the MaaS Bundle, Customer must enter into a separate MaaS Agreement with Sprint and title to the devices will remain with Sprint as set forth in the MaaS Agreement.

D. Unsubsidized Devices. All wireless devices that are not Subsidized Devices are considered "Unsubsidized" devices.

E. SIM Cards. For International M2M Services, Customer must purchase SIM Cards from a Sprint-authorized third party.

3.3 M2M Services. References in this Attachment to the "M2M Product Annex," "M2M Devices," the "International M2M Network," "International M2M Services," and the "International M2M Portal" apply only if Customer is purchasing M2M Services from Sprint.

4. **SPRINT VOICE AND DATA RATE PLANS FOR BUSINESS.** Customer may select from the Sprint voice and data Business Plans listed in this Attachment or other Sprint Business Plans, promotions, or trial offers that Sprint may offer on a limited time basis.

4.1 Sprint Business AdvantageSM Plans

A. Sprint Business Advantage Talk Plans

	Business Advantage Talk 200	Business Advantage Talk 450	Business Advantage Talk 900	Business Advantage Talk 1350	Business Advantage Talk 2000	Business Advantage Talk 4000
MRC	\$29.99	\$39.99	\$59.99	\$79.99	\$99.99	\$149.99
Anytime Minutes	200	450	900	1350	2000	4000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included

(1) Roaming charges are included.

(2) Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDCSM, are available with certain devices and may be subject to an additional charge.

- B. **Sprint Business Advantage Messaging Plans.** Sprint Business Advantage Messaging Plans include voice minutes of use as provided in the following table:

	Business Advantage Messaging 200	Business Advantage Messaging 450	Business Advantage Messaging 900	Business Advantage Messaging 1350	Business Advantage Messaging 2000	Business Advantage Messaging 4000
MRC	\$39.99	\$49.99	\$69.99	\$89.99	\$109.99	\$159.99
Anytime Minutes	200	450	900	1350	2000	4000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included
Messaging	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited

(1) Roaming charges are included.

(2) Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDCSM, are available with certain devices and may be subject to an additional charge.

(3) Unlimited Messaging includes text, picture, and video messages.

C. Sprint Business Advantage Messaging and Data Plans. Sprint Business Advantage Messaging and Data Plans include voice minutes of use as provided in the following table:

	Business Advantage Messaging and Data 200	Business Advantage Messaging and Data 450	Business Advantage Messaging and Data 900	Business Advantage Messaging and Data 1350	Business Advantage Messaging and Data 2000	Business Advantage Messaging and Data 4000
MRC	\$59.99	\$69.99	\$89.99	\$109.99	\$129.99	\$179.99
Anytime Minutes	200	450	900	1350	2000	4000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Any Mobile, Anytime SM	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included
Messaging	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Data Access	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
GPS Navigation	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited

- (1) Any Mobile, Anytime provides unlimited minutes of use for standard voice calls directly dialed and received by domestic wireless numbers, as determined when the call is placed by using independent third party and Sprint databases. Any Mobile, Anytime is only available with select Sprint Business Plans and while on the Nationwide Sprint Network. Standard Roaming rates and restrictions apply. Calls to voicemail, 411, 3-way calling and other indirect methods are not included. Customer may visit sprint.com/anymobileanytime for additional information.
- (2) Roaming charges are included.
- (3) Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDCSM, are available with certain devices and may be subject to an additional charge.
- (4) Unlimited Messaging includes text, picture, and video messages.
- (5) Unlimited Data includes:
- (a) Email - Sprint Mobile Email, Sprint Mobile Email-Work, Microsoft Direct Push technology via ActiveSync, Versamail, or BlackBerry® Internet Service (BIS). BlackBerry Enterprise Service, Good™ for Enterprises (BES) can be added for an additional MRC; and

4.2 Sprint Custom Voice & Data for Fairfax County Public Schools

Sprint Custom Voice & Data for Fairfax County Public Schools	
NET MRC	\$45.99 NET MRC; Service Pricing Discounts will not apply
Anytime Minutes	450
Anytime Minutes Overage	\$0.25/minute
Sprint Mobile-to-Mobile	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited
Shared Minutes	Included ¹
Direct Connect® and Group Connect®	Unlimited
Nationwide Long Distance	Included
Caller ID & Voice Mail	Included
Unlimited internet browsing and e-mail	Included
Unlimited Messaging	Included
Premium Data Requirement	Included
Data Roaming	Included*

*data roaming is subject to the data roaming sections of the wireless services product annex.

¹ Corporate-Liable Active Units on the Sprint Custom Voice & Data for Fairfax County Public Schools will share Anytime Minutes with only the Sprint Custom Voice & Data for Fairfax County Public Schools family of plans.

- (1) Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, 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) Direct Connect and Group Connect are available on select devices. Additional Direct Connect features, including, but not limited to, TeamDCSM, are available with certain devices and may be subject to an additional charge.

4.3 Sprint Premium Data

- A. Sprint Premium Data is required to be added to a Sprint voice Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC.

Data Plan	MRC
Sprint Premium Data	\$10.00*

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

- (1) Sprint Premium Data is required on certain Smartphones and eligible Business Plans that may vary by device. Customer may contact its Sprint Account Representative for details.

4.4 Sprint Series 65

	Sprint Series 65 300	Sprint Series 65 500
Net MRC Service Pricing Discounts will not apply	\$37.99 NET MRC	\$39.99 NET MRC
Anytime Minutes	300	500
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute
Sprint Mobile-to-Mobile	Included	Included
Unlimited Direct Connect® and Group Connect®	Included	Included
Unlimited Nights & Weekends starting at 9 pm	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included
Nationwide Long Distance	Included	Included
Voice Roaming	Included	Included
Caller ID & Voice Mail	Included	Included
Unlimited Internet Browsing and Email	Included	Included
Data Roaming	Included*	Included*
Domestic Messaging	Unlimited	Unlimited
Premium Data	Included	Included
Device Availability ¹	Samsung Grand Prime ¹	Samsung Grand Prime ¹

*data roaming is subject to the data roaming sections of the wireless services product annex.

¹ Price plan is only applicable for select devices including Samsung Grand Prime, and other comparable devices to be agreed upon by the parties.

- A. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- B. Direct Connect and Group Connect are available on select devices. Additional features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.
- C. Corporate-Liable Active Units on the Sprint Custom 300 Smartphone will share Anytime Minutes with only the Business Essentials family of plans.

4.5 Sprint Series 65 for Leasing and Easy Pay Only**A. Smartphone Plan**

	Sprint Custom Leasing/Easy Pay
MRC¹	\$14.99¹
Anytime Minutes	Unlimited
Messages	Unlimited
Sprint Data Access	1GB*
Sprint Data Access Overage	\$10 per GB
Premium Data	Included
Data Roaming	100MB
Data Roaming Overage	\$0.25/MB
Device Eligibility	Leasing/Easy Pay Only
Device Availability ²	Samsung Grand Prime ²

¹Customer's Service Pricing Discount is not applicable.

² Price plan is only applicable for select devices including Samsung Grand Prime, and other comparable devices to be agreed upon by the parties.

- A. Sprint Custom Smartphone Plan for Fairfax County Public Schools – IB/Leasing Only includes unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select devices.
- B. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- C. Customer's invoice may reflect a higher MRC offset by a discount to achieve the price plans identified in the table above.
- D. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to 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) the total data usage allowed by Customer's plan, (ii) 100 MB/month while Roaming in total, 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 Data Services limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

4.6 Sprint® Business Fusion Plans

A. Smartphone Plans

Smartphone Plan Name	MRC*	Overage charge for additional data services usage above plan limit in Megabytes ("MBs") and Gigabytes ("GBs")
Unlimited Talk and Text Plan	\$35	N/A
Unlimited Data Plan	\$30	N/A
2GB Pooled Data Plan	\$20	\$0.015/MB (\$15/GB)
1GB Pooled Data Plan	\$15	\$0.015/MB (\$15/GB)

* Government Discount is not applicable.

- (1) Customer will receive a \$20 monthly discount off of the Unlimited Talk and Text Plan MRC for Unsubsidized Smartphones. Discounts are applied within 2 bill cycles and discounts are not prorated.
- (2) The Unlimited Talk and Text Plan includes unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select devices.
- (3) Customer must purchase the Unlimited Talk and Text Plan and a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan.
- (4) The data allowance for the Smartphone Data Plans includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices. Sprint Mobile Hotspot usage on the Unlimited Data Plan is limited to 3GBs of usage and does not pool. If Customer's Sprint Mobile Hotspot usage on the Unlimited Data Plan exceeds 3GBs, Customer will be liable for a \$0.015 per MB (\$15 per GB) overage charge.
- (5) Roaming is limited to 100 MBs or a majority of kilobytes ("KBs") for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile Hotspot usage. Roaming is not available on the Sprint 4G Network at this time.
- (6) Data usage will be pooled among Smartphones on the 1GB and 2GB Data Plans, and with data usage on devices in Pool Group Two described in Section 4.1.C(1) below, if such Smartphones and devices are under the same billing account number.

B. Sprint Business Fusion - Feature Phone Plans

Feature Phone Plan Name	MRC*
Unlimited Talk and Text Plan	\$30
Unlimited Data Plan	\$5

* Government Discount is not applicable.

- (1) Customer will receive a \$10 monthly discount off of the Unlimited Talk and Text Plan MRC for Unsubsidized feature phones. Discounts are applied within 2 bill cycles and discounts are not prorated.
- (2) The Unlimited Talk and Text Plan includes unlimited Domestic voice, text, Direct Connect, and Group Connect; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select devices.
- (3) Customer may add unlimited data to the Unlimited Talk and Text Plan for the MRC stated above. Data Roaming is limited to 100MBs or a majority of KBs for the Unlimited Data Plan. If Customer does not choose the Unlimited Data Plan, Sprint will block data for feature phones activated on a Sprint Business Fusion Feature Phone Plan.

4.7 SPRINT FLAT RATE BUSINESS PLAN

- A. Sprint will charge Customer a Monthly Recurring Charge ("MRC") and a flat rate per-minute charge for each minute used on a Sprint Corporate-Liable Active Unit. There are no included plan minutes.

Monthly Recurring Charge ("MRC")	\$10.00 NET MRC; Government Service Pricing Discount will not apply
Per Minute Rate for all voice minutes used including Anytime Minutes, Domestic Roaming, Domestic Roaming Long Distance, and Nationwide Long Distance.	\$0.10
Shared Minutes	Not Available
Per Minute Rate for Direct Connect® and Group Connect	\$0.10
Caller ID & Voice Mail	Included
Unlimited Mobile to Mobile	Included
Unlimited Nights and Weekends beginning at 9PM.	Included

- (1) Activations on the above plan are not permitted via a Business Solutions Provider (BSP).
 (2) Customer may have a maximum of 50% of its Customer-Liable Active Units on the Sprint Flat Rate Business Plan. If the percentage of users on the Flat Rate Business Plans exceeds 50% of the total number of Customer-Liable Active Units, Sprint reserves the right to reject new orders for the Flat Rate Business Plans until the 50% ratio is achieved. Individual Liable lines are not eligible for this rate plan.

- B. Customer must meet and maintain the minimum average billable minutes outlined in the table above on a monthly basis. If Customer does not maintain this level, Sprint reserves the right to bill Customer on a per-line basis for the difference between the minimum average billable minutes and the actual billable minutes used. The difference will be billed at \$0.10 per minute.

4.8 Custom Voice Plans

	Custom 200	Custom 300	Custom 450	Custom 600
NET MRC	NET \$19.99	NET \$20.99	NET \$21.99	NET \$23.99
Anytime Minutes	200	300	450	600
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included

- A. Roaming charges are included.
 B. Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDCSM, are available with certain devices and may be subject to an additional charge.

4.9 Sprint Voice Plan Add-Ons. The following options may be added to a Sprint voice Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC, unless otherwise noted.

- A. **Sprint Domestic Messaging Add-Ons.** Messaging add-ons include text, picture and video messages based on device capability. Additional charges apply for international messaging.

Messaging Plan	MRC	Additional Messages
300 Messages	NET \$1.00	\$0.20
1000 Messages	NET \$4.00	\$0.20
Unlimited Messages	NET \$7.00	N/A

- (1) Net Messaging Plans are net of all discounts. Service Pricing Discount does not apply.

B. Sprint Data Add-Ons

Data Plan	MRC
Sprint PRO Pack	\$30
TeamDC Unlimited	\$10*

*MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

- (1) Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, 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) The included email solution in the Sprint PRO Pack varies by device. Please review product specifications for details.
- (3) The Sprint Business Application Data Plan requires a Sprint business application.

4.10 Sprint Mobile Hotspot Add-On. Sprint Mobile Hotspot Add-On may be added for an additional MRC. Sprint Mobile Hotspot Add-On requires an eligible Voice/Data bundled Business Plan or an eligible voice Business Plan and an eligible Sprint Data Plan. Sprint Mobile Hotspot Add-On is only available on certain Hotspot capable wireless devices. Sprint Mobile Hotspot Add-On usage is separate from underlying plan usage.

MRC	\$10.00*
Data Services limitation in Gigabytes ("GB")	Unlimited for Acceptable Use ²
Overage charges for additional data Services usage above data Services limitation	NA
Data Roaming limitation in Megabytes ("MB")	100 MB
Overage charge for additional data Roaming usage above plan limit	\$0.25 per MB ³

*MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

¹If Customer's data usage in a given month exceeds the Data Services limitation, Customer will be liable for the overage charges set forth in the table above.

² Unlimited use available while on the Sprint network. Sprint will throttle to 64kb and reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 5GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

³ If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.

- A. All data usage (device and Mobile Hotspot) will count against the Sprint Mobile Hotspot Add-On Data Services limitation when the Mobile Hotspot functionality is turned on.
- B. Roaming is not available on the Sprint 4G Network at this time.
- C. 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 Corporate-Liable Active Unit in excess of: (i) the total data usage allowed by Customer's plan, (ii) 100 MB/month while Roaming for a plan equal to or greater than 5GB/month in total or 100 MB/month while Roaming for a plan less than 5 GB/month in total, or (iii) a majority of kilobytes while Roaming; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.
- D. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

4.11 3G/4G Connection Card 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. 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 Plan Charges

MRC	NET \$37.99 ¹
Usage Included	Unlimited for Acceptable Use ²
Data Roaming limitation in Megabytes ("MB")	100 MB
Additional data Roaming usage above 100 MB	\$0.25 per MB ³

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

² Unlimited use available while on the Sprint network. Sprint will throttle to 64kb and reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 5GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web

camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

³ If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.

- (1) The 3G/4G Connection Card Plan includes unlimited data usage on the Sprint 4G Network, the Sprint 3G Network and the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, 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", "spam", 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) the total data usage allowed by Customer's plan, (ii) 100 MB/month while Roaming in total, 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 Data Services limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.
- (5) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

4.12 Tablet Plans

MRC	\$37.99 ¹
Data Services limitation in Megabytes ("MB") or Gigabytes ("GB")	Unlimited for Acceptable Use ⁵
Overage charge for additional data Services usage above data Services limitation ²	N/A
Data Roaming limitation in Megabytes ("MB")	100MB
Overage charge for additional data Roaming usage above data Roaming limitation	\$0.25 per MB ³

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

² The data Services overage charges set forth in the table above apply only to tablets compatible with the Sprint 4G LTE Network. The data Services overage charges for all other tablets will be \$0.05 per MB.

³ If Customer's data usage in a given month exceeds the plan's Data Services limitation or Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.

⁴ Customer will be liable for the overage charge set forth in the table above for any data usage that exceeds 300MB per month.

⁵ Unlimited use available while on the Sprint network. Sprint reserves the right to modify, throttle or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 5GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

A. All pricing and available MBs and GBs are the same whether Corporate-Liable Active Units use the Sprint 4G Network (if included), the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data device. When the Sprint 3G Network is available and Customer uses a Sprint EVDO-compatible device with a wireless high-speed data Business Plan, Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a Business Plan for Sprint 4G Services, Active Units will first attempt to connect to the Sprint 4G Network, and then default to the Sprint 3G Network or Nationwide Sprint Network depending on coverage and network availability.

B. Data usage on the Sprint 4G Network requires a 4G capable device.

C. Roaming is not available on the Sprint 4G Network at this time.

D. Additional charges apply for messaging service.

E. A two year Minimum Service Term is required if Customer receives a wireless device discount. Wireless device discounts may not be available on all devices. Tablets compatible with the Sprint 4G LTE Network are not eligible for wireless device discounts, service credits or rebates, but may be eligible for certain promotions.

- F. **Sprint Mobile Hotspot Add-On.** Sprint Mobile Hotspot Add-On may be added for an additional MRC. Sprint Mobile Hotspot Add-On requires an eligible Voice/Data bundled Business Plan or an eligible voice Business Plan and an eligible Sprint Data Plan. Sprint Mobile Hotspot Add-On is only available on certain Hotspot capable wireless devices. Sprint Mobile Hotspot Add-On usage is separate from underlying plan usage.

MRC	\$10.00*
Data Services limitation in Gigabytes ("GB")	Unlimited for Acceptable Use ²
Overage charges for additional data Services usage above data Services limitation	NA
Data Roaming limitation in Megabytes ("MB")	100 MB
Overage charge for additional data Roaming usage above plan limit	\$0.25 per MB ³

*MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

¹If Customer's data usage in a given month exceeds the Data Services limitation, Customer will be liable for the overage charges set forth in the table above.

² Unlimited use available while on the Sprint network. Sprint will throttle to 64kb and reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 5GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

³ If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.

- A. All data usage (device and Mobile Hotspot) will count against the Sprint Mobile Hotspot Add-On Data Services limitation when the Mobile Hotspot functionality is turned on.
- B. Roaming is not available on the Sprint 4G Network at this time.
- C. 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 Corporate-Liable Active Unit in excess of: (i) the total data usage allowed by Customer's plan, (ii) 100 MB/month while Roaming for a plan equal to or greater than 5GB/month in total or 100 MB/month while Roaming for a plan less than 5 GB/month in total, or (iii) a majority of kilobytes while Roaming; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.
- D. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

4.13 Additional Business Plans and Special Offers.

- A. **Additional Business Plans.** If Customer is eligible for and selects a Business Plan that is not specified in the Agreement, Customer's Service Pricing Discounts set forth below may apply to the Business Plan unless otherwise stated in the Business Plan, and the terms and conditions of the Business Plan will apply in addition to, and control over, any conflicting terms or conditions in the Agreement.
- B. **Promotions.** Sprint promotional discounts may not be available with certain Business Plans, as indicated in the promotional offer. If Customer 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.
- C. **Trial Offers.** If Customer receives a wireless Service or Service option for a limited trial period at a reduced cost, upon expiration of the trial period, Customer will continue to receive the wireless Service or Service option at full price. If Customer wishes to avoid being billed in full for the promotional wireless Service or Service option, Customer must contact Sprint before the end of the trial period to discontinue the wireless Service or Service option.

4.14 Business Plans and Features. Certain wireless Products require specific Business Plans for operation on the Sprint Networks or the Sprint 4G Network. Certain Business Plans, add-ons, features and equipment discounts may not be available on all wireless Products. More information is available by contacting Customer's Sprint Account Representative.

5. DISCOUNTS

5.1 Sprint Business Fusion Plan Discounts

A. Unlimited Talk and Text Plan Discounts.

- (1) Customer will receive a \$20 monthly discount off of the Unlimited Talk and Text Plan MRC for Unsubsidized Smartphones. Discounts are applied within 2 bill cycles and discounts are not prorated.
- (2) Customer will receive a \$15 monthly discount off of the Unlimited Talk and Text Plan MRC for Unsubsidized feature phones. Discounts are applied within 2 bill cycles and discounts are not prorated.

- B. Data Plan Discounts.** If Customer has at least 25 Corporate-Liable Active Units active on Sprint Business Fusion Plans, Customer will receive a discount off of the Sprint Business Fusion Smartphone Data Plan and Feature Phone Data Plan MRCs as set forth in the table below. To receive the discount, the 25+ Corporate-Liable Active Units on Sprint Business Fusion Plans must be under the same billing account number, and the discount will be applied to the Sprint Business Fusion Data Plan for those Corporate-Liable Active Units under that same billing account number.

Total Number of Corporate-Liable Active Units on Sprint Business Fusion Plans	Sprint Business Fusion Data Plan Discount for Smartphones and Feature Phones
25-99	10%
100+	20%

- C. Pooled Data Plan Discount.** Customer will receive a \$10 monthly discount off of a 3GB or greater Pooled Data Plan for Third Party M2M Devices, and for Unsubsidized tablets, mobile broadband devices, and routers. Discounts are applied within 2 bill cycles and discounts are not prorated.
- D. No Service Pricing Discount.** Customer's Service Pricing Discount is not applicable to any Sprint Business Fusion Plan MRCs.

5.2 Service Pricing Discounts.

- A. Effective Date of Service Pricing Discounts.** For Corporate-Liable Active Units activated during the Term of this Attachment, the Government Discount, where applicable, applies no later than 60 days after the date of activation. For Corporate-Liable Active Units activated prior to the Commencement Date under pre-existing agreement(s) between Sprint and Customer, Sprint will apply the Government Discount, where applicable, no later than 60 days after the Commencement Date. Individual-Liable Active Units are eligible for the Individual-Liable Service Pricing Discount above after contacting a Sprint representative and meeting the eligibility requirements in Section 5.4A ("Eligible Employees").
- B.** Unless otherwise noted in the terms of the applicable Business Plan, Service Pricing Discounts apply to eligible monthly recurring charges ("MRC") before taxes and surcharges and after application of credits, other discounts and rebates. Overage, usage-based, third party applications and services, certain Business plans and Business Plan add-ons, and other charges are not eligible for Service Pricing Discounts. Service Pricing Discounts may apply to the MRC of certain promotional rate plans, which Sprint may offer on a limited time basis, at Sprint's discretion.

5.3 Wireless Device Discount; Upgrade Terms; Exclusions.

- A. Wireless Device Discount.** New Corporate-Liable Active Units may be eligible for a discounted device price with a device Minimum Service Term of 24 months. The discounted device price is at least equal to the 2-Year Net Price and is available by contacting Customer's Sprint Account Representative. Sprint may offer a different discounted device price for devices with a different device Minimum Service Term. The devices offered with this discounted device price may change at any time in Sprint's sole discretion. This discounted device offer may not be available in all sales channels.
- B. Upgrade Terms.** Customer will receive the 2-Year Net Price described in subsection A above when upgrading or replacing a Subsidized Device that has been in service for at least 24 continuous months. The upgraded or replacement device may be subject to a new device Minimum Service Term. Sprint may offer a different device price for Subsidized devices that have not been in service for 24 continuous months, or for Unsubsidized devices. More information is available by contacting Customer's Sprint Account Representative.
- C. Exclusions.** The 2-Year Net Price does not apply to certain devices or Unsubsidized devices ("Excluded Devices"). The discounted device price and device Minimum Service Term, if any, for Excluded Devices are available by contacting Customer's Sprint Account Representative and may change at any time in Sprint's sole discretion.

5.4 Accessory Discount. The accessory discount of 20% applies to the national retail price for select Sprint Device accessories purchased for Corporate-Liable Active Units under this Agreement.

5.5 Employee Discount Program.

- A. Eligible Employees.** New and existing Customer Employees may receive the Individual-Liable Service Pricing Discount for eligible service charges and plans subject to and conditioned upon the Employee (1) signing Sprint's consumer subscriber agreement; (2) providing to Sprint satisfactory evidence of employment with Customer; and (3) complying with Sprint's current terms and restrictions regarding discounts as described in Sprint's consumer subscriber agreement. Sprint reserves the right to verify Employee's employment with Customer. Customer must use commercially reasonable efforts to comply with Sprint's employment verification methods. Upon termination of this Attachment 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 amount of the Individual-Liable Service Pricing Discount and the conditions set forth above, Individual-Liable Active Units are governed exclusively by the terms and conditions in the consumer subscriber agreement including those terms and conditions relating to the applicability of the Service Pricing Discount to rate plans, promotions or other special offers.
- B. Communications.** Sprint and Customer's employee benefits group will develop and agree to a communications plan to

present discounts and sell to Employees within 60 days of the Effective Date. Communications may include new hire materials, benefits enrollment materials, email, payroll stuffers, newsletters, internet and intranet links, chair drops, or other mutually agreed to methods..

6. WIRELESS MINIMUM SERVICE TERM REQUIREMENT.

- 6.1 Minimum Service Term Generally.** Wireless Services may require a device or Business Plan to remain active for a minimum period of time ("Minimum Service Term"). The Minimum Service Term begins on the wireless device purchase date and ends on the expiration of the device Minimum Service Term or the Business Plan Minimum Service Term, whichever is later. The applicable Minimum Service Term(s) are available at Customer's My Sprint Business account or by contacting Customer's Sprint Account Representative.
- 6.2 Advanced Devices.** Sprint may designate certain Corporate-Liable Active Units as "Advanced Devices." Advanced Devices include, but are not limited to: (1) mobile computing devices, such as certain tablets, a netbook or notebook; or (2) Smartphones.

7. ELECTRONIC BILLING PRODUCTS

7.1 The following electronic billing products provide Corporate-Liable Active Unit call detail record information:

ELECTRONIC BILLING PRODUCTS	Invoice Data	Summary Data	Minimum Corporate-Liable Active Units
eBilling & Analysis	3 months	12 months	50
Data Direct	1 month	Not available	100
Electronic Data Interchange (EDI)	1 month	Not available	100
Smart CD+	1 month	Not available	100

- 7.2 For Data Direct, Electronic Data Interchange, and Smart CD+, data is provided for current billing cycles. Archived data is available for as long as the account numbers are enrolled in the electronic billing product.
- 7.3 Electronic Billing Products are not available with International M2M Services or with M2M Devices managed through Command Center or the International M2M Portal.
- 7.4 Customer may choose any combination of electronic billing products. Sprint reserves the right, upon 60 days' prior written notice, to migrate Customer to an updated or successor version of the selected electronic billing product if available or to an entirely new electronic billing product.
- 7.5 There are no charges associated with the electronic billing products listed above.

8. ADDITIONAL TERMS

- 8.1 Third Party Agents.** Unless expressly stated otherwise, the pricing terms in this Attachment may not be available if an indirect sales agent is involved in the transaction.
- 8.2 Product Annexes/Applicability.** Customer must comply with the Government Wireless Product Annex. If Customer is utilizing M2M Devices or an electronic billing product, Customer must comply with the M2M Product Annex and the Electronic Invoice Reporting and Analytics Product Annex. Each annex is posted at the Rates and Conditions Website and is incorporated, if applicable, into the Agreement. Notwithstanding the foregoing, the sections of the Machine-to-Machine Services Product Annex entitled "INSURANCE" and "INDEMNIFICATION" will not be applicable to Customer.
- 8.3 Activation Fees.** A nonrefundable activation fee of \$36 applies to each Customer billing account that is created during the Term. Activation fees for Individual-Liable Active Units are governed by Sprint's consumer subscriber agreement.
- 8.4 Third-Party Content.** Sprint allows customers to purchase mobile content on a per item or monthly basis from Sprint and third parties. Customer is responsible for all billed content, including content purchased by others using devices on Customer's account. Usage can be restricted by account blocking tools or similar features. Visit www.sprint.com/premiummessaging for details.
- 8.5 Sprint Service Provider Affiliate Market Limitations.** Some portions of the Nationwide Sprint Network are owned and operated by Sprint Service Provider Affiliates under management agreements with Sprint. Certain Business Plans, add-ons and Products are not available or are modified in Sprint Service Provider Affiliate Markets. Notwithstanding anything to the contrary in this Attachment, Sprint reserves the right, with 30 days' prior written notice, to (i) port any Active Unit activated in a Sprint Service Provider Affiliate Market to the Sprint Service Provider Affiliate or a successor serving that Market; or, if porting is not possible, (ii) terminate Services to such Active Units.
- 8.6 Bundled Service.** Customer may not market or sell M2M Services except in conjunction with an M2M Device and as part of a bundled service offering, which includes other value added services used or sold by Customer.

ATTACHMENT B
WIRELESS MACHINE-TO-MACHINE SERVICES PRICING & POLICIES (Government Customer)

1. [RESERVED]

2. PROVISION OF SPRINT PRODUCTS AND SERVICES. All terms and conditions in this Attachment apply to Corporate-Liable Active Units operating on the Sprint Networks, the Sprint 4G Network and the International M2M Network, as applicable, unless otherwise specified. Sprint Spectrum L.P. provides the Sprint Services listed in this Attachment unless otherwise stated. Capitalized terms not otherwise defined in this Attachment shall have the meaning assigned to such terms in the Sprint Machine-to-Machine Services Product Annex, Government Wireless Services Product Annex or the Agreement.

3. SPRINT DATA RATE PLANS FOR M2M SERVICES. Customer may select from the Sprint data Business Plans listed in this Attachment or other Sprint Business Plans or promotions that Sprint may offer on a limited time basis.

3.1 Sprint Data Access Plans for Business for Third Party M2M Devices

A. Sprint Data Access Plans for Business for Third Party M2M Devices provide data transmission services via the Sprint 4G Network, the Sprint 3G Network, and/or the Nationwide Sprint Network depending on the M2M Device used and the Business Plan purchased.

B. Charges. The following MRCs apply to Sprint Data Access Plans for Business for Third Party M2M Devices:

(1) Sprint Data Access Plans for Business for Third Party M2M Devices. Sprint Data Access Plans for Business for Third Party M2M Devices provide access to the Sprint 4G Network, the Sprint 3G Network and the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible M2M Device. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a Sprint Data Access Plan for Business for Third Party M2M Devices, the M2M Device first will attempt to connect to the Sprint 4G Network, and then will default to the Sprint 3G Network or Nationwide Sprint Network, depending on coverage and network availability. When the Sprint 3G Network is available and Customer uses a Sprint EVDO-compatible device with a Sprint Data Access Plan for Business for Third Party M2M Devices, the M2M Device first will attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network, depending on coverage and network availability.

Sprint Data Access Plans for Business for Third Party M2M Devices				
Plan Size	2MB	5MB	10MB	25MB
MRC	\$4.50 ¹	\$5.50 ¹	\$7.50 ¹	\$9.00 ¹
Overage per KB	\$0.003	\$0.003	\$0.003	\$0.003
Data Pooling	Included	Included	Included	Included

¹ MRCs on these Business Plans are net of all discounts. Customer's M2M or Wireless (as applicable) Service Pricing Discount does not apply.

C. Additional Terms

(1) Usage limitations, including roaming usage limitations, and other data usage restrictions or limitations as set forth in the Wireless Services Product Annex, apply.

(2) Roaming is not available on the Sprint 4G Network at this time.

(3) Restricted Uses. Sprint Data Access Plans for Business for Third Party M2M Devices may not be used with laptops, netbooks, notebooks, tablets, or other comparable devices that involve active participation by a person. All usage must be embedded within machine-to-machine applications and M2M Devices.

(4) Data Pooling. Data usage will be pooled among M2M Devices with the same Business Plan type, with the same Business Plan size, and with the same billing account number (each a "Pooling Group").

3.2 Geotab GO6 Solution.

A. General.

(1) MyGeotab is a cloud-based fleet management Application from Geotab, Inc. ("Geotab"). The Business Plans set forth in this section are available only for activation on Geotab's GO6 devices utilizing the MyGeotab Application. Equipment, including GO6, Garmin or Android devices, accessories, installation, professional services, Sprint Data Access Plans, and maintenance support are not included. Customer may purchase these products and services from Sprint or a Sprint-authorized provider for an additional charge. In Sprint's sole discretion, MyGeotab may not be purchased in conjunction with certain Sprint promotions or contests.

(2) Customer's use of the MyGeotab Application is subject to acceptance of the Geotab End User Agreement Terms and Conditions presented to Customer upon first log-in to the MyGeotab Application ("Geotab Terms"). Customer may log-in to the MyGeotab Application at <http://my.geotab.com>. The Geotab Terms are subject to change without prior notice to Customer.

- (3) For technical support related to Customer's Geotab solution, including MyGeotab, Customer should call (800) 397-7102.

B. Charges

	Geotab Basic	Geotab Professional	Geotab Professional + Hours of Service (HOS)
MRC	\$14.45*	\$18.75*	\$21.00*
MyGeotab	Included	Included	Included

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

- (1) A one year Minimum Service Term is required.

C. Features

- (1) Geotab Basic provides features that are GPS position and time-based, including: location, breadcrumb trail, geofencing, idling, speeding, stop/start times and time/location-based safety alerts, and maintenance reminders.
- (2) Geotab Professional provides the features of Geotab Basic plus accelerometer and engine data, such as: driver alerts for movement-based activity, swerving, harsh braking and acceleration, and engine diagnostic codes.
- (3) Geotab Professional + Hours of Service (HOS) provides the features of Geotab Professional plus integration with either Customer's Garmin Ltd. device or an Android tablet to provide fleet owners the ability to keep electronic driver logs.
- (4) Hours of Service and Driver Vehicle Inspection Reports (DVIRs) are accessible via select in-vehicle devices, such as an Android tablet. Customer may contact its Sprint Account Representative for information on compatible devices. An additional data Business Plan is required for tablets and other devices accessing DVIRs.
- (5) The features described above may change in Geotab's sole discretion.

3.3 Spireon Fleetlocate Trailer management solution – Option A. The Spireon FleetLocate Trailer Management Solution – Option A ("FleetLocate Trailer Solution-A") includes a web-based trailer management Application from Spireon, Inc. ("Spireon") that provides real-time trailer location information ("Spireon Trailer Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12 and Spireon FL22 wireless devices provided by Spireon ("Trailer Devices"). In addition to access to the Spireon Trailer Application, the MRC for the FleetLocate Trailer Solution-A includes access to the Nationwide Sprint Network, training, and standard ground shipping for the Trailer Devices. Trailer Devices, installation, Managed Network Services and maintenance 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. Title to the Trailer Devices remains with Spireon; Customer is not purchasing the Trailer Devices under this Agreement.

A. Charges

	FL12 Trailer Device	FL22 Trailer Device
MRC	\$12.95*	\$14.95*
Data Services in Megabytes ("MB")	5MB	5MB
Overage per KB	\$0.003	\$0.003
Spireon Web-Based Software	Included	Included
Device Activation Fee**	\$27.95	\$27.95
Trailer Device Fee**	\$249	\$300
Minimum Service Term	3 Years	5 Years

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee and the Trailer Device Fee are each one-time charges that will be applied for each Trailer Device activated with the FleetLocate Trailer Solution-A.

1. Activations of the FleetLocate Trailer Solution-A may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Trailer Solution-A may not be purchased in conjunction with certain Sprint promotions or contests.

B. Customer's use of the Spireon Trailer Application and the Trailer Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Trailer

Solution-A. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Trailer Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Trailer Solution-A, Customer should call Spireon at 866-398-4087.

3.4 Spireon fleetlocate Trailer management solution – Option B. The Spireon FleetLocate Trailer Management Solution – Option B (“FleetLocate Trailer Solution-B”) includes a web-based trailer management Application from Spireon, Inc. (“Spireon”) that provides real-time trailer location information (“Spireon Trailer Application”). The Business Plan set forth in this section is available only for activation on the Spireon FL12 and Spireon FL22 wireless devices provided by Spireon (“Trailer Devices”). In addition to access to the Spireon Trailer Application, the MRC for the FleetLocate Trailer Solution-B includes access to the Nationwide Sprint Network, use of the Trailer Device, training, and standard ground shipping for the Trailer Device. Installation, Managed Network Services and maintenance 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. Title to the Trailer Devices remains with Spireon; Customer is not purchasing the Trailer Devices under this Agreement.

A. Charges

	FL12 Trailer Device	FL22 Trailer Device
MRC	\$19.95*	\$20.95*
Data Services in Megabytes (“MB”)	5MB	5MB
Overage per KB	\$0.003	\$0.003
Spireon Web-Based Software	Included	Included
Device Activation Fee**	\$27.95	\$27.95
Minimum Service Term	3 Years	5 Years

* MRC is net of all discounts. Customer’s Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each Trailer Device activated with the FleetLocate Trailer Solution-B.

- (1) Activations of the FleetLocate Trailer Solution-B may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Trailer Solution-B may not be purchased in conjunction with certain Sprint promotions or contests.
- (2) Customer may not transfer Trailer Devices from the FleetLocate Trailer Solution-B to the Spireon FleetLocate Trailer Management Solution – Option A Business Plan prior to the expiration of the applicable Minimum Service Term.

B. Customer’s use of the Spireon Trailer Application and the Trailer Devices is subject to Customer’s acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal (“Spireon Terms”). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Trailer Solution-B. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Trailer Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Fleet Solution, Customer should call Spireon at 866-398-4087.

3.5 Spireon fleetlocate asset solution – option a. The Spireon FleetLocate Asset Solution – Option A (“FleetLocate Asset Solution-A”) includes a web-based asset tracking Application from Spireon, Inc. (“Spireon”) that provides one or two location pings each day to enable Customer to monitor its assets and inventory (“Spireon Asset Application”). The Business Plan set forth in this section is available only for activation on the Spireon FL700 wireless device provided by Spireon (“FL700 Device”). In addition to access to the Spireon Asset Application, the MRC for the FleetLocate Asset Solution-A includes access to the Nationwide Sprint Network, training, and standard ground shipping for the FL700 Device. F700 Devices, installation, Managed Network Services and maintenance 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. Title to the FL700 Devices remains with Spireon.

A. Charges

MRC	\$10.95*
Data Services in Megabytes (“MB”)	1MB
Overage per KB	\$0.003
Spireon Web-Based Software	Included

MRC	\$10.95*
Data Services in Megabytes ("MB")	1MB
Overage per KB	\$0.003
Device Activation Fee**	\$27.95
FL700 Fee**	\$249

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee and the FL700 Fee are each one-time charges that will be applied for each FL700 Device activated with the FleetLocate Asset Solution-A.

(1) Activations of the FleetLocate Asset Solution-A may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Asset Solution-A may not be purchased in conjunction with certain Sprint promotions or contests.

(2) A three year Minimum Service Term is required for the FleetLocate Asset Solution-A.

B. Customer's use of the Spireon Asset Application and the FL700 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Asset Solution-A. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the FL700 Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. **Technical Support.** For technical support related to the FleetLocate Asset Solution-A, Customer should call Spireon at 866-398-4087.

3.6 Spireon fleetlocate Asset solution – Option b. The Spireon FleetLocate Asset Management Solution – Option B ("FleetLocate Asset Solution-B") includes a web-based asset tracking Application from Spireon, Inc. ("Spireon") that provides one or two location pings each day to enable Customer to monitor its assets and inventory ("Spireon Asset Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL700 wireless device provided by Spireon ("FL700 Device"). In addition to access to the Spireon Asset Application, the MRC for the FleetLocate Asset Solution-B includes access to the Nationwide Sprint Network, use of the FL700 Device, training, and standard ground shipping for the FL700 Device. Installation, Managed Network Services and maintenance 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. Title to the FL700 Devices remains with Spireon.

A. Charges

MRC	\$18.95*
Data Services in Megabytes ("MB")	1MB
Overage per KB	\$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each FL700 Device activated with the FleetLocate Asset Solution-B.

(1) Activations of the FleetLocate Asset Solution-B may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Asset Solution-B may not be purchased in conjunction with certain Sprint promotions or contests.

(2) A three year Minimum Service Term is required for the FleetLocate Asset Solution-B. Customer may not transfer FL700 Devices from the FleetLocate Asset Solution-B to the Spireon FleetLocate Asset Solution – Option A Business Plan prior to the expiration of the three year Minimum Service Term.

B. Customer's use of the Spireon Asset Application and the FL700 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Asset Solution-B. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the FL700 Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. **Technical Support.** For technical support related to the FleetLocate Asset Solution-B, Customer should call Spireon at 866-398-4087.

3.7 Spireon fleetlocate fleet management solution. The Spireon FleetLocate Fleet Management Solution ("FleetLocate Fleet

Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time vehicle location information ("Spireon Fleet Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL18 wireless device provided by Spireon ("FL18 Device"). In addition to access to the Spireon Fleet Application, the MRC for the FleetLocate Fleet Solution includes access to the Nationwide Sprint Network, use of the FL18 Device, basic installation, training, and standard ground shipping for the FL18 Device. Managed Network Services and maintenance 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. Title to the FL18 Devices remains with Spireon.

A. Charges

MRC	\$29.95*
Data Services in Megabytes ("MB")	5MB
Overage per KB	\$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95
Garmin	\$5.00*
Garmin Activation Fee	\$24.00
Power Take-Off Tracking	\$3.00

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each FL18 Device activated with the FleetLocate Fleet Solution.

- (1) Activations of the FleetLocate Fleet Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Fleet Solution may not be purchased in conjunction with certain Sprint promotions or contests.
 - (2) A three year Minimum Service Term is required for the FleetLocate Fleet Solution.
 - (3) Garmin is an optional feature that provides navigation and messaging for the FleetLocate Fleet Solution via fleet-ready personal navigation devices from Garmin Ltd. The MRC for the Garmin feature includes the Garmin FMI cable, installation, service and the messaging tab in the FleetLocate Fleet Solution user interface. The Garmin personal navigation device is not included. The Garmin Activation Fee is a one-time charge that will be applied for each Garmin feature activated with the FleetLocate Fleet Solution.
 - (4) Power Take-Off Tracking is an optional feature that tracks when a vehicle's Power Take-Off (PTO) feature is on or off. PTO information is available to Customer via alerting, reporting, and the Spireon portal. The MRC for the PTO Tracking feature includes standard installation, which requires a 12-volt connection inside the cab of the vehicle.
- B. Customer's use of the Spireon Fleet Application and the FL18 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Fleet Solution. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the FL18 Devices. The Spireon Terms are subject to change without prior notice to Customer.
- C. **Technical Support.** For technical support related to the FleetLocate Fleet Solution, Customer should call Spireon at 866-398-7906.

3.8 Spireon Fleetlocate Powered Equipment management solution – Option A. The Spireon FleetLocate Powered Equipment Management Solution – Option A ("FleetLocate Powered Equipment Solution-A") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time "Powered Equipment" location information ("Spireon Powered Equipment Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12EQ wireless device provided by Spireon ("Powered Equipment Devices"). In addition to access to the Spireon Powered Equipment Application, the MRC for the FleetLocate Powered Equipment Solution-A includes access to the Nationwide Sprint Network, training, and standard ground shipping for the Powered Equipment Device. Powered Equipment Devices, installation, Managed Network Services and maintenance 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. Title to the Powered Equipment Devices remains with Spireon; Customer is not purchasing the Powered Equipment Devices under this Agreement.

A. Charges

	FL12EQ Powered Equipment Device
MRC	\$12.95*
Data Services in Megabytes ("MB")	5MB
Overage per KB	\$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each Powered Equipment Device activated with the FleetLocate Powered Equipment Solution-A.

1. Activations of the FleetLocate Powered Equipment Solution-A may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Powered Equipment Solution-A may not be purchased in conjunction with certain Sprint promotions or contests.

B. Customer's use of the Spireon Powered Equipment Application and the Powered Equipment Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Powered Equipment Solution-A. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Powered Equipment Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Powered Equipment Solution-A, Customer should call Spireon at 866-398-7906.

3.9 Spireon fleetlocate POWERED EQUIPMENT management solution – Option B. The Spireon FleetLocate Powered Equipment Management Solution – Option B ("FleetLocate Powered Equipment Solution-B") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time "Powered Equipment" location information ("Spireon Powered Equipment Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12EQ wireless device provided by Spireon ("Powered Equipment Devices"). In addition to access to the Spireon Powered Equipment Application, the MRC for the FleetLocate Powered Equipment Solution-B includes access to the Nationwide Sprint Network, use of the Powered Equipment Device, training, and standard ground shipping for the Powered Equipment Device. Installation, Managed Network Services and maintenance 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. Title to the Powered Equipment Devices remains with Spireon; Customer is not purchasing the Powered Equipment Devices under this Agreement.

A. Charges

	FL12EQ Trailer Device
MRC	\$19.95*
Data Services in Megabytes ("MB")	5MB
Overage per KB	\$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95
Minimum Service Term	3 Years

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each Powered Equipment Device activated

with the FleetLocate Powered Equipment Solution-B.

- (1) Activations of the FleetLocate Powered Equipment Solution-B may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Powered Equipment Solution-B may not be purchased in conjunction with certain Sprint promotions or contests.
- (2) Customer may not transfer Powered Equipment Devices from the FleetLocate Powered Equipment Solution-B to the Spireon FleetLocate Powered Equipment Management Solution – Option A Business Plan prior to the expiration of the applicable Minimum Service Term.

B. Customer's use of the Spireon Powered Equipment Application and the Powered Equipment Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Powered Equipment Solution-B. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Powered Equipment Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Powered Equipment Solution-B, Customer should call Spireon at 866-398-7906.

3.10 AirWatch Enterprise Mobility Management. Sprint offers a variety of AirWatch Enterprise Mobility Management offers ("AirWatch Offers") from AirWatch, LLC ("AirWatch"), including cloud-based and perpetual licenses of Mobile Device Management, Secure Workspace, Application Management Services, Secure Browser, Training and Hosting Services.

A. Pricing. For each AirWatch Offer Customer chooses, Sprint will charge Customer the applicable Monthly Recurring Charge(s) "MRC", Annual- Recurring Charge(s) "ARC" or Non-Recurring Charge(s) "NRC", as identified in the AirWatch Offers listed below, unless otherwise noted.

AirWatch Green Management-- AirWatch Mobile Device Management (including native email management), Workspace and App Catalog					
AirWatch Part Number	Description	MRC	NRC	ARC	Auto-Renewal?
K12-SB-CLB-DEV-1Y	AirWatch Suite for K-12 Educational Institutions Subscriptions-Shard Cloud	N/A	N/A	\$12.00	Yes – 1 year
PS-K12-CLD-SP	AirWatch K12 Suite Cloud Deployment Fee	N/A	\$2,500.00	N/A	N/A

B. Service Pricing Discounts. AirWatch Enterprise Mobility is not eligible for Service Pricing Discounts.

C. Term Requirements. Certain AirWatch Offers are subject to a Minimum Service Term, as set forth in the table above. If Customer terminates an AirWatch Offer before the end of the applicable Minimum Service Term, Customer will be liable for an early termination fee equal to the sum of the MRCs for each month remaining in the Minimum Service Term at the time of termination.

D. Renewals. As noted in the table above, certain AirWatch Offers will auto-renew for the term outlined in the pricing table above. Sprint will notify Customer at least 90 days prior to the expiration of each AirWatch Offer that is set to auto-renew for 1 year. Customer must notify Sprint at least 30 days prior to the date of auto-renewal if Customer wants to cancel the AirWatch Offer. AirWatch Offers that do not auto-renew will expire at the end of the applicable license period unless Customer places a new Order for the AirWatch Offer at least 30 days prior to the license expiration.

E. Additional Terms. Customer's use of AirWatch Offers is subject to acceptance of the AirWatch Terms and Conditions ("AirWatch Terms") presented to Customer at the time the order is placed and the Software as a Service (SaaS) Terms of Service posted to the Rates and Conditions Website. The AirWatch Terms are subject to change without prior notice to Customer.

3.11 ACTSOFT COMET VEHICLE APPLICATIONS. Actsoft Comet Vehicle Applications ("Actsoft Comet Applications") are cloud- or enterprise-based vehicle tracking solutions from Actsoft LLC ("Actsoft"). Actsoft Comet Fleet, Actsoft Comet Fleet TOTAL and Actsoft Comet Asset TOTAL are available only for activation on the CalAmp LMU-2600 series, CalAmp LMU-2800 series, CalAmp LMU-3000 series, or CalAmp LMU-4200 series of wireless devices ("CalAmp Devices"). Actsoft Comet Tracker EZ and Actsoft Comet Tracker may be activated on CalAmp Devices, Smartphones or tablets. Actsoft Comet Driver Log is available for activation only on Smartphones or tablets. Equipment, accessories, installation, professional services, Sprint Data Access plans, messaging, Managed Network Services and maintenance support are not included in the Business Plan MRC for Actsoft Comet Tracker EZ, Actsoft Comet Fleet, Actsoft Comet Tracker, and Actsoft Comet Driver Log. For Actsoft Comet Fleet TOTAL and Actsoft Comet Asset TOTAL, the Business Plan MRC includes the Actsoft Comet Application and the use of a CalAmp Device; accessories, installation, professional services, Sprint Data Access plans, messaging, Managed Network Services and maintenance support are not included in the Business Plan MRC. Customer may purchase the excluded products and services from Sprint or a Sprint-authorized provider for an additional charge.

A. Charges

Actsoft Comet Applications	MRC	NRC
Actsoft Comet Tracker EZ	\$10.00*	\$20
Actsoft Comet Fleet	\$15.00*	\$25
Actsoft Comet Tracker (1-50 Activations)	\$15.00*	\$20
Actsoft Comet Tracker (51-100 Activations)	\$13.00*	\$20
Actsoft Comet Tracker (101+ Activations)	\$11.00*	-\$20
Actsoft Comet Driver Log	\$20.00*	\$20
Actsoft Comet Fleet TOTAL	\$21.00*	\$25
Actsoft Comet Asset TOTAL	\$16.00*	\$25

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

- (1) Activations of the Actsoft Comet Applications are not eligible for service credits, wireless device discounts, or rebates. The Actsoft Comet Applications may not be purchased in conjunction with certain Sprint promotions or contests.
- (2) For each device activated with an Actsoft Comet Application, Sprint will charge Customer a one-time license fee as listed in the table above under the NRC column.

B. Features.

- (1) Actsoft Comet Tracker EZ provides an entry level GPS tracking solution that includes near real time and historical locations, as well as speeds, stop time, geo-fencing, reporting and alerts for locations and speed.
- (2) Actsoft Comet Fleet provides the features of Actsoft Comet Tracker EZ plus vehicle maintenance reporting, driver scorecards, driver identification, input sensors (Power Take Off, lights, doors, etc.), additional alerts and reporting to support the added functionality. In addition, if Customer activates Actsoft Comet Fleet with certain devices from Garmin Ltd. (Garmin devices sold separately) Customer will receive timekeeping and dispatching information through the Garmin device.
- (3) Actsoft Comet Tracker provides the features of Actsoft Comet Fleet plus the available option to use basic forms, timekeeping and dispatch (handsets, smartphone or tablet required and sold separately), and the ability to add on "Advanced Wireless Forms."
- (4) Actsoft Comet Driver Log may be purchased on a standalone basis or with Actsoft Comet Tracker EZ, Actsoft Comet Fleet, Actsoft Comet Tracker, or Actsoft Comet Fleet TOTAL. Actsoft Comet Driver Log offers the ability for drivers to log their Hours of Service as well as enter Driver Vehicle Inspection Report data. Actsoft provides Actsoft Comet Driver Log information in the cloud via an Actsoft web portal for real time and historical access.
- (5) Actsoft Comet Fleet TOTAL offers all of the same functionalities of Actsoft Comet Fleet and the use of a CalAmp Device. Customer must obtain CalAmp Devices from Actsoft, pursuant to the terms of a Device End User Agreement between Customer and Actsoft. Title to the CalAmp Devices remains with Actsoft; Customer is not purchasing the CalAmp Devices under this Agreement.
- (6) Actsoft Comet Asset Total utilizes the Actsoft Comet Tracker EZ software functionality and the use of a CalAmp Device. Customer must obtain CalAmp Devices from Actsoft, pursuant to the terms of a Device End User Agreement between Customer and Actsoft. Title to the CalAmp Devices remains with Actsoft; Customer is not purchasing the CalAmp Devices under this Agreement.
- (7) The features described above may change in Actsoft's sole discretion.

C. License Agreement. Customer's use of the Actsoft Comet Applications is subject to acceptance of the Actsoft End User Terms and Conditions presented to Customer upon first log-in to the Actsoft portal ("Actsoft Terms"). The Actsoft Terms are subject to change without prior notice to Customer.

D. Technical Support. For technical support related to the Actsoft Comet Applications, Customer should contact Actsoft Customer Care at: 1-888-732-6638.

3.12 Sprint Business Applications. Sprint Business Applications are Sprint-billed third party location and mobility services. Except as otherwise provided, these solutions may be added to a Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC and NRC.

A. Sprint Business Applications Add-Ons

Application	Monthly Recurring Charge	Non-Recurring Charge
Agilis SmartCALL	\$14.99*	\$25.00
Agilis SmartDISPATCH	\$19.99*	\$25.00
Agilis SmartDOT	\$11.99*	\$25.00
Trimble- Geomanager Pocket Edition	\$14.95*	\$0

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

B. Certain applications require the purchase of a data Business Plan. Depending upon Customer's device, a BlackBerry data plan may be required instead.

C. Service Pricing Discounts. Sprint Business Applications are not eligible for Service Pricing Discounts.

3.13 Additional Business Plans and Special Offers. Customer may select from the Sprint Business Plans listed in this Attachment, or promotional Business Plans that Sprint may offer on a limited time basis, for use with M2M Devices. If Customer is eligible for and selects a Business Plan that is not specified in this Attachment, the terms and conditions of the Business Plan will apply in addition to, and control over, any conflicting terms or conditions in the Agreement. Unless specifically stated otherwise, activations on Sprint Business Fusion Plans are not eligible for service credits, wireless device discounts, or rebates, and Sprint Business Fusion Plans may not be purchased in conjunction with Sprint promotions, contests, or discounts.

4. M2M DEVICES

4.1 Third Party M2M Devices. Customer may purchase Third Party M2M Devices from Sprint or a third party. Third Party M2M Devices purchased from Sprint must be priced in a separate agreement between Sprint and Customer. Third Party M2M Devices purchased from Sprint are not eligible for a discounted device price.

4.2 Sprint M2M Devices. Sprint M2M Devices are eligible for a discounted device price with a device Minimum Service Term of 24 months. The discounted device price is at least equal to the 2-Year Net Price and is available by contacting Customer's Sprint Account Representative. Sprint may offer a different discounted device price for devices with a different device Minimum Service Term. The devices offered with this discounted device price may change at any time in Sprint's sole discretion. This discounted device offer may not be available in all sales channels. Existing Sprint M2M Devices may be upgraded or replaced after 20 months of continuous service with a new device Minimum Service Term. Sprint may offer different upgrade terms for devices with a different discounted device price.

5. MINIMUM SERVICE TERM

5.1 In General. Wireless Services may require a device or Business Plan to remain active for a minimum period of time ("Minimum Service Term"). The Minimum Service Term begins on the M2M Device purchase date and ends on the expiration of the device Minimum Service Term or the Business Plan Minimum Service Term, whichever is later. The applicable Minimum Service Term(s) are available at Customer's My Sprint Business account or by contacting Customer's Sprint Account Representative.

6. ELECTRONIC BILLING PRODUCTS

6.1 The following electronic billing products provide Corporate-Liable Active Unit call detail record information:

ELECTRONIC BILLING PRODUCTS	Invoice Data	Summary Data	Minimum Corporate-Liable Active Units
eBilling & Analysis	3 months	12 months	50
Data Direct	1 month	Not available	100
Electronic Data Interchange (EDI)	1 month	Not available	100
Smart CD+	1 month	Not available	100

A. For Data Direct, Electronic Data Interchange, and Smart CD+, data is provided for current billing cycles. Archived data is available for as long as the account numbers are enrolled in the electronic billing product.

B. Electronic Billing Products are not available with International M2M Services or with M2M Devices managed through Command Center or the International M2M Portal.

6.2 Customer may choose any combination of electronic billing products. Sprint reserves the right, upon 60 days' prior written notice, to migrate Customer to an updated or successor version of the selected electronic billing product if available or to an

entirely new electronic billing product.

6.3 There are no charges associated with the electronic billing products listed above.

7. **ADDITIONAL TERMS.**

- 7.1 **Third Party Agents.** Unless expressly stated otherwise, the pricing terms in this Attachment may not be available if an indirect sales agent is involved in the transaction.
- 7.2 **Product Annexes/Applicability.** Customer must comply with the Government Wireless Services Product Annex, the Machine-to-Machine Services Product Annex, and the Electronic Invoice Reporting and Analytics Product Annex, each of which are incorporated into the Agreement as posted to the Rates and Conditions Website. Notwithstanding the foregoing, the sections of the Machine-to-Machine Services Product Annex entitled "INSURANCE" and "INDEMNIFICATION" will not be applicable to Customer.
- 7.3 **Account Activation Fee.** A nonrefundable account activation fee of \$36 applies to each Customer billing account that is created during the Term.
- 7.4 **Third-Party Content.** Customer may purchase mobile content on a per item or monthly basis from Sprint and third parties. Customer is responsible for all billed content, including content purchased by others using Corporate-Liable Active Units. Usage can be restricted by account blocking tools or similar features. Visit www.sprint.com/premiummessaging for details.
- 7.5 **Sprint Service Provider Affiliate Market Limitations.** Some portions of the Nationwide Sprint Network are owned and operated by Sprint Service Provider Affiliates under management agreements with Sprint. Certain Business Plans, Business Plan add-ons and Products are not available or are modified in Sprint Service Provider Affiliate Markets. Notwithstanding anything to the contrary in this Attachment, Sprint reserves the right, with 30 days' prior written notice, to (i) port any Active Unit activated in a Sprint Service Provider Affiliate Market to the Sprint Service Provider Affiliate or a successor serving that Market; or, if porting is not possible, (ii) terminate Services to such Active Units.
- 7.6 **Bundled Service.** Customer may not market or sell M2M Services except in conjunction with an M2M Device and as part of a bundled service offering, which includes other value added services used or sold by Customer.

**ATTACHMENT C
MOBILITY AS A SERVICE PRICING & POLICIES**

1. PROVISION OF MOBILITY AS A SERVICE.

1.1 Generally. Sprint provides Mobility as a Service ("MaaS") as a bundled offering that includes the features set forth below, the applicable data allowance noted in the Pricing Tables below, and the use of a MaaS Device (as defined below) for a certain period of time ("MaaS Bundle"). The terms and conditions in this Attachment apply only to Sprint's provision of the MaaS Bundle. Sprint Spectrum L.P. provides the Sprint Services listed in this Attachment unless otherwise stated. Capitalized terms not otherwise defined in this Attachment will have the meaning assigned to such terms in the Wireless Services Product Annex or the Agreement.

1.2 MaaS Devices. The devices utilized with the MaaS Bundle ("MaaS Devices") are provided to Customer under the terms set forth in this Attachment. Customer is not purchasing the MaaS Devices; Sprint retains title to the MaaS Devices at all times. MaaS Devices must be used for lawful business purposes.

2. MAAS BUNDLE BUSINESS PLANS. Customer may select from the MaaS Bundle Business Plans listed in this Attachment or other Sprint Business Plans, promotions, or trial offers that Sprint may offer on a limited time basis, provided that such other Sprint Business Plans, promotions, or trial offers are identified as being eligible for inclusion in a MaaS Bundle.

2.1 MaaS Bundle Business Plan Pricing.

- A. Minimum Service Term.** MaaS Bundles must remain active for the Minimum Service Term set forth in the applicable Pricing Table below ("Minimum Service Term"). The Minimum Service Term begins on the MaaS Device activation date and ends after the completion of the applicable Minimum Service Term duration. Minimum Service Terms may extend beyond the Term of this Attachment.
- B. MaaS Device Tiers.** To select a MaaS Bundle, Customer will select a MaaS Device from one of the Tiers in the Pricing Tables below ("Tier"). Sprint determines which MaaS Devices are assigned to each Tier, and Sprint may move MaaS Devices to different Tiers; provided that the Tier assigned to a MaaS Device at the time of activation will apply to that MaaS Device until the MaaS Device is returned to Sprint and the Minimum Service Term has been completed. Within a Tier, certain devices may be available with increased memory configurations for an additional charge.
- C. Discounts.** If Customer has at least 25 active MaaS Bundles on a billing account number, Customer will receive the discounted MaaS Bundle Business Plan monthly recurring charge (MRC) as set forth in the Pricing Tables below for those MaaS Bundles active on that billing account number. Discounts are applied within 2 bill cycles and discounts are not prorated. The MaaS Bundle Business Plan MRC is not eligible for Customer's Service Pricing Discount.
- D. Pricing Tables.**

(1) MaaS Bundle Business Plans - Two Year Minimum Service Term

MaaS Device Tier	100 MB ¹ MRC	1 GB MRC	2 GB MRC	5 GB MRC	Unlimited ² MRC	Overage charge for additional data services usage above plan limit in Megabytes ("MBs") and Gigabytes ("GBs") ³
Tier 1 - Premium Iconic Smartphone	N/A	\$50	\$55	\$70	\$75	\$0.010/MB (\$10/GB)
25-99 MaaS Bundles – Tier 1 Discounted MRC	N/A	\$49	\$53	\$67	\$71	\$0.010/MB (\$10/GB)
100+ MaaS Bundles – Tier 1 Discounted MRC	N/A	\$48	\$52	\$64	\$68	\$0.010/MB (\$10/GB)
Tier 2 - Iconic Smartphone	N/A	\$45	\$50	\$65	\$70	\$0.010/MB (\$10/GB)
25-99 MaaS Bundles – Tier 2 Discounted MRC	N/A	\$44	\$48	\$62	\$66	\$0.010/MB (\$10/GB)
100+ MaaS Bundles – Tier 2 Discounted MRC	N/A	\$43	\$47	\$59	\$63	\$0.010/MB (\$10/GB)
Tier 3 – Smartphone	N/A	\$40	\$45	\$60	\$65	\$0.010/MB (\$10/GB)

MaaS Device Tier	100 MB ¹ MRC	1 GB MRC	2 GB MRC	5 GB MRC	Unlimited ² MRC	Overage charge for additional data services usage above plan limit in Megabytes ("MBs") and Gigabytes ("GBs") ³
25-99 MaaS Bundles – Tier 3 Discounted MRC	N/A	\$39	\$43	\$57	\$61	\$0.010/MB (\$10/GB)
100+ MaaS Bundles – Tier 3 Discounted MRC	N/A	\$38	\$42	\$54	\$58	\$0.010/MB (\$10/GB)
Tier 4 - Premium Tablet and Mobile Broadband	\$30	\$35	\$40	\$55	N/A	\$0.010/MB (\$10/GB)
Tier 5 - Tablet, Feature Phone and Mobile Broadband	\$20	\$25	\$30	\$45	N/A	\$0.010/MB (\$10/GB)

(2) MaaS Bundle Business Plans - One Year Minimum Service Term

MaaS Device Tier	100 MB ¹ MRC	1 GB MRC	2 GB MRC	5 GB MRC	Unlimited ² MRC	Overage charge for additional data services usage above plan limit in MBs and GBs ³
Tier 1 - Premium Iconic Smartphone	N/A	\$60	\$65	\$80	\$85	\$0.010/MB (\$10/GB)
25-99 MaaS Bundles – Tier 1 Discounted MRC	N/A	\$59	\$63	\$77	\$81	\$0.010/MB (\$10/GB)
100+ MaaS Bundles – Tier 1 Discounted MRC	N/A	\$58	\$62	\$74	\$78	\$0.010/MB (\$10/GB)
Tier 2 - Iconic Smartphone	N/A	\$55	\$60	\$75	\$80	\$0.010/MB (\$10/GB)
25-99 MaaS Bundles – Tier 2 Discounted MRC	N/A	\$54	\$58	\$72	\$76	\$0.010/MB (\$10/GB)
100+ MaaS Bundles – Tier 2 Discounted MRC	N/A	\$53	\$57	\$69	\$73	\$0.010/MB (\$10/GB)
Tier 3 – Smartphone	N/A	\$50	\$55	\$70	\$75	\$0.010/MB (\$10/GB)
25-99 MaaS Bundles – Tier 3 Discounted MRC	N/A	\$49	\$53	\$67	\$71	\$0.010/MB (\$10/GB)
100+ MaaS Bundles – Tier 3 Discounted MRC	N/A	\$48	\$52	\$64	\$68	\$0.010/MB (\$10/GB)
Tier 4 - Premium Tablet and Mobile Broadband	\$40	\$45	\$50	\$65	N/A	\$0.010/MB (\$10/GB)
Tier 5 - Tablet, Feature Phone and Mobile Broadband	\$25	\$30	\$35	\$50	N/A	\$0.010/MB (\$10/GB)

¹ 100 MB MaaS Bundle Business Plans are not available for Smartphones.

² Unlimited MaaS Bundle Business Plans are only available for Smartphones.

- ³ Except for excess Sprint Mobile Hotspot usage as described below, overage charges do not apply for Unlimited MaaS Bundle Business Plans.

2.2 MaaS Bundle Features.

A. Voice and Data Features.

- (1) The MaaS Bundle includes unlimited talk and text, which consists of unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming in a given month may not exceed 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select MaaS Devices. In addition, unlimited talk and text includes unlimited international text for text messages sent to, or received from, over 180 countries while a MaaS Device is located in the United States (subject to MaaS Device capability). Additional charges apply for text messages sent or received while Roaming internationally. More information is available at sprint.com/international.
- (2) The data allowance for MaaS Bundles includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices. Sprint Mobile Hotspot usage on an Unlimited MaaS Bundle Business Plan is limited to 3GBs of usage and does not pool. If Customer's Sprint Mobile Hotspot usage on an Unlimited MaaS Bundle Business Plan exceeds 3GBs, Customer will be liable for a \$0.010 per MB (\$10 per GB) overage charge.
- (3) For Smartphones and feature phones, data Roaming in a given month may not exceed 100 MBs or a majority of kilobytes. For other devices, data Roaming is limited to 25MB for the 100MB MaaS Bundle Business Plan; 100MB for the 1GB and 2GB MaaS Bundle Business Plans; and 300MB for other MaaS Bundle Business Plans. Customer will be charged \$0.25/MB for data Roaming above these limits. This Roaming limitation includes Sprint Mobile Hotspot usage. Roaming is not available on the Sprint 4G Network at this time. The Roaming data allowance does not pool.
- (4) Except for MaaS Devices on Unlimited MaaS Bundle Business Plans, data usage will be pooled among all MaaS Devices under the same billing account number.

B. Integrated Value Added Service Features.

- (1) **Dedicated Care Support Team.** During the Term of this Attachment, Sprint will provide Customer with a dedicated care support team to coordinate all project management and ongoing support services.
- (2) **24/7/365 Tech Support.** Sprint will provide 24/7/365 technical support for all of Customer's end users utilizing MaaS Devices.
- (3) **On-Site Implementation Support.** Subject to the terms below, Sprint will provide certain on-site MaaS Bundle implementation services to Customer, which may include delivery of MaaS Devices to Customer's location, transferring contacts to the MaaS Devices, end user training, and other mutually agreeable services ("Implementation Services"). The locations eligible for Implementation Services may vary, and will be determined in Sprint's discretion.
 - (a) When Customer orders at least 25 MaaS Devices to be delivered to one location, Sprint will provide Implementation Services at that location, where available.
 - (b) In addition, Customer may designate 1 VIP with a purchase of at least one MaaS Bundle and an additional VIP for every 50 MaaS Bundles purchased thereafter, and Sprint will provide Implementation Services for those Customer-designated VIPs.
- (4) **MaaS Device Configuration.** If requested by Customer and subject to the requirements set forth below, Sprint will provide certain device configuration services prior to shipping MaaS Devices. These services may include installing device software updates, preloading of up to three Applications, installing a standardized contact directory, and other mutually agreeable services as set forth in a statement of work; provided that the configuration activities must be the same for all MaaS Devices in the same shipment. Configuration services may require additional deployment time prior to shipping, and Customer must sign a separate Device Configuration Waiver.
- (5) **MaaS Extended Warranty Program ("MaaS Warranty").** Sprint will provide this program for all MaaS Devices, which covers mechanical or electrical failure due to defects in material or workmanship or normal wear and use, including cracked screens, to the MaaS Device unless and until Customer chooses to cancel the MaaS Warranty or the MaaS Bundle is terminated. There is no claim service fee for the first two covered claims for a MaaS Device that are fulfilled by Sprint in any consecutive 12 month period. For the third and any additional covered claim(s) for a MaaS Device that are fulfilled by Sprint in any consecutive 12 month period, Customer will incur a non-refundable claim service fee of \$25 payable at the time of service. Customer may incur a service fee up to \$50 payable at the time of service if a MaaS Device is not serviced at a Sprint retail store location. Once a claim is approved, Customer will usually receive the replacement MaaS Device within three business days. Claims may be fulfilled with a new or a Sprint certified remanufactured device. If the same make and model is not available, a comparable model will be substituted. Colors, features, and accessory compatibility are not guaranteed. Customer may cancel the MaaS Warranty without penalty. The value of the MaaS Warranty is \$2.57 per month, per MaaS Device. MaaS Warranty program terms and conditions apply and are posted at the Rates and Conditions Website. **THE MAAS WARRANTY TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES BETWEEN CUSTOMER AND ASURION, THE MAAS WARRANTY PROVIDER IN CERTAIN JURISDICTIONS, TO FINAL AND BINDING ARBITRATION (EXCEPT WHERE EXPRESS STATE EXEMPTIONS ARE PROVIDED).**

2.3 Use of MaaS Devices.

- A. As Customer orders MaaS Devices, Sprint will issue Customer a Supplemental Schedule of MaaS Devices, which will list the MaaS Devices provided to Customer.
- B. At the conclusion of a MaaS Bundle's Minimum Service Term, the following options are available:
 - (1) Customer may continue with the MaaS Bundle on a month-to-month basis;
 - (2) Customer may replace the MaaS Device, and initiate a new MaaS Bundle Minimum Service Term; or
 - (3) Customer may return the MaaS Device to Sprint and terminate service.
- C. MaaS Devices are not eligible for any discretionary credits that may be described in a separate Attachment to the Agreement.

3. FEES, WAIVERS AND DISCOUNTS

- 3.1 **Cancellation Fee.** If Customer terminates a MaaS Bundle prior to the completion of the applicable Minimum Service Term, Customer will pay the cancellation fee set forth in the Supplemental Schedule of MaaS Devices ("Cancellation Fee"). Cancellation Fees are not eligible for any early termination fee waivers that may be identified in the Agreement.
- 3.2 **Accessory Discount.** An accessory discount of 20% applies to the national retail price for select Sprint Device accessories purchased for MaaS Devices under this Attachment.
- 3.3 **Activation Fees.** For the Term of this Attachment, Sprint will, for Customer's MaaS billing accounts under this Attachment, waive the otherwise nonrefundable activation fee of \$36 that typically applies to Customer billing accounts created during the Term.

4. ADDITIONAL MAAS DEVICE TERMS AND CONDITIONS.

- 4.1 **Return of MaaS Devices.** Customer must return a MaaS Device to Sprint within 30 days of the date Customer replaces the MaaS Device or the applicable MaaS Bundle is terminated. If Customer fails to return a MaaS Device within that 30 day period, Customer will pay the Non-Return Fee set forth in the Supplemental Schedule of MaaS Devices, in addition to any applicable Cancellation Fee.
- 4.2 **Risk of Loss.** Use of MaaS Devices is at Customer's risk. **Customer is not released from payment or other performance obligations if any or all of the MaaS Devices are lost, stolen, damaged or destroyed, and Customer must return the MaaS Devices to Sprint in good condition and repair. For this reason, Customer may wish to obtain property insurance covering the MaaS Devices at Customer's expense.** Customer is not required to obtain this insurance. Customer may obtain insurance from any provider, and while this insurance is not available from Sprint, third parties may offer insurance through Sprint.
- 4.3 **Standards for Wear and Use.** The following will be considered unreasonable or excess wear and use of the MaaS Devices: damaged, scratched or cracked housing or display; display or touchscreen malfunctions; cracked camera lens; damaged charger port; damage caused by exposure to liquid; corrosion or discoloration of any part of the MaaS Devices; damage to memory ports; hardware or software alterations; and any other malfunction, failure or damage caused by misuse or mistreatment of the MaaS Devices. Unreasonable or excess wear and use of the MaaS Devices may result in a charge to Customer upon return of the MaaS Devices.
- 4.4 **Maintenance.** Customer is responsible for maintaining and obtaining service for the MaaS Devices as needed.
- 4.5 **UCC Filing.** Sprint may, but has no obligation to, file a UCC financing statement recording Sprint's ownership interest in the MaaS Devices. By ordering MaaS Devices, Customer authorizes Sprint to file one or more protective financing statement(s) identifying the MaaS Devices as owned by, and the property of, Sprint.

5. ADDITIONAL TERMS.

- 5.1 **Affiliated Entity Agreements.** Notwithstanding anything to the contrary in the Agreement, only Customer is eligible to order MaaS Bundles under the pricing, terms and conditions of the Agreement. Entities authorized to purchase Products and Services under the terms of Customer's Agreement (e.g., Affiliates, contractors, distributors, etc.) must directly contract with Sprint for MaaS Bundles.
- 5.2 **Additional Business Plans and Special Offers.**
 - A. **Additional Business Plans.** If Customer is eligible for and selects a Business Plan that is not specified in the Agreement, the terms and conditions of the Business Plan will apply in addition to, and control over, any conflicting terms or conditions in the Agreement.
 - B. **Promotions.** Sprint promotional discounts may not be available with certain Business Plans, as indicated in the promotional offer. If Customer 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.
 - C. **Trial Offers.** If Customer receives a wireless Service or Service option for a limited trial period at a reduced cost, upon expiration of the trial period, Customer will continue to receive the wireless Service or Service option at full price. If

Customer wishes to avoid being billed in full for the promotional wireless Service or Service option, Customer must contact Sprint before the end of the trial period to discontinue the wireless Service or Service option.

D. Business Plans and Features. Certain wireless Products require specific Business Plans for operation on the Sprint Networks or the Sprint 4G Network. Certain Business Plans, add-ons, features and equipment discounts may not be available on all wireless Products. More information is available by contacting Customer's Sprint Account Representative.

5.3 Third Party Agents. Unless expressly stated otherwise, the pricing terms in this Attachment may not be available if an indirect sales agent is involved in the transaction.

5.4 Wireless Services Product Annex. Customer must comply with the Wireless Services Product Annex, which is posted at the Rates and Conditions Website and is incorporated into the Agreement.

5.5 Third-Party Content. Sprint allows customers to purchase mobile content on a per item or monthly basis from Sprint and third parties. Customer is responsible for all billed content, including content purchased by others using devices on Customer's account. Usage can be restricted by account blocking tools or similar features. Visit www.sprint.com/premiummessaging for details.

5.6 Sprint Service Provider Affiliate Market Limitations. Some portions of the Nationwide Sprint Network are owned and operated by Sprint Service Provider Affiliates under management agreements with Sprint. Certain Business Plans, add-ons and Products are not available or are modified in Sprint Service Provider Affiliate Markets. Notwithstanding anything to the contrary in this Attachment, Sprint reserves the right, with 30 days' prior written notice, to (i) port any MaaS Device activated in a Sprint Service Provider Affiliate Market to the Sprint Service Provider Affiliate or a successor serving that Market; or, if porting is not possible, (ii) terminate ~~Services~~ to such MaaS Devices.