



**Sourcewell Contract Number: 080119-SPT**

## **CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 ("Sourcewell" or "GPO") and **Sprint Solutions, Inc.**, as contracting agent on behalf of the applicable Sprint affiliated entities providing the Products and Services, with principal offices located at 12502 Sunrise Valley Drive, Reston, Virginia 20196 ("Sprint" or "Vendor"). **Sprint Contract Number BSG1905-0394.**

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members.

Vendor desires to contract with Sourcewell to provide products and/or services to Sourcewell and its members.

### **1. DEFINITIONS.**

**A. Active Unit** means an active piece of wireless Product.

**B. Affiliate** means 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.

**C. Confidential Information** means information that the disclosing party would reasonably expect to remain non-public or protected based on applicable state and/or federal laws or regulations related to data classification and disclosure. The Parties acknowledge that all data received and maintained by Sourcewell are governed by the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13), as set forth in Section 14 below.

**D. Corporate-Liable** means an Active Unit 1. activated by Member for Member's end use, 2. enrolled in a Business Plan, and 3. for which Member is financially liable.

**E. Discloser** means the party disclosing Confidential Information.

**F. Member** is defined in Section 6. The meaning of "Customer" and "Member" are interchangeable in the Contract when Member is purchasing or using Products or Services from Sprint. If Sourcewell purchases Products and Services under this Contract as a Member,

Sourcewell shall be deemed a Customer under this Contract.

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

**H. Employee-Liable/Individual-Liable** means an Active Unit activated by an Employee and for which the Employee is financially responsible.

**I. Product-specific Terms** refers to separate descriptions, terms and conditions for certain non-regulated Products and Services, as posted at <http://www.sprint.com/ratesandconditions>, as reasonably amended from time to time by Sprint.

**J. Recipient** means the party receiving Confidential Information.

## 2. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below (the "Effective Date").

B. **TERM OF THE CONTRACT.** The term of the Contract is four (4) years ("Term"), beginning on the Effective Date and ending on December 31, 2023, unless it is terminated sooner pursuant to Section 26. This Contract may be extended up to two additional one-year periods upon request of Sourcewell and with written agreement by Vendor. Any such renewal period shall be deemed part of the Term of this Contract.

C. **SURVIVAL OF TERMS.** Sections 12 through 15, 17, 18, 20, 21, 26C, 26D, 26E, 27B, and 28 survive the expiration or cancellation of this Contract.

## 3. PRODUCTS OR SERVICES

Vendor will provide the Products or Services pursuant to the terms and conditions of this Contract. The term "Product(s)" means equipment, devices, software, hardware, cabling or other materials sold or leased to Member by or through Sprint under this Contract as a separate item from or bundled with a Service. The term "Service(s)" means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and professional services provided to Member by or through Sprint under this Contract, excluding Products.

All Products provided under this Contract must be new/current model; provided, however, that Vendor may offer close-out or refurbished Products if they are clearly indicated in Vendor's Product and pricing list. Unless agreed to by the Member in advance, Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

#### 4. PRICING

All Products or Services under this Contract will be priced as stated in **Attachment A**, ("Wireless Services Pricing & Policies").

##### A. RATES AND DISCOUNTS.

1. **Services Pricing.** Members will receive the discounts ("Discounts") and rates on Services as set forth in this pricing Section and any attachments to this Contract.
2. **Fixed Rates.** Fixed rates and percentage Discounts will remain fixed for the Term. Rates, discounts and pricing not fixed in the pricing Attachment A will be based on the then-current list price at the time of purchase or lease, as applicable. If pricing in this Contract 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. Sprint will offer the Products and Services to Members pursuant to the terms and conditions set forth in Attachment B, (the "Member Enrollment Agreement"). Members may participate in this Contract by ordering Products and Services pursuant to Sprint's standard ordering procedures (or in compliance with Section 7 below), subject to Sprint's acceptance, which includes signing the applicable Member Enrollment Agreement.
4. **Credit Approval.** Sourcewell acknowledges that Sprint is not obligated to provide Products and/or Services to a Member that does not at any time satisfy Sprint's credit criteria.

**B. SHIPPING AND SHIPPING COSTS.** All delivered Products must be properly packaged. Damaged Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Products to be returned within time period stated in Vendor's return policy ([www.sprint.com/business/support/ratesWelcome.html](http://www.sprint.com/business/support/ratesWelcome.html)) at no cost to Sourcewell or its Members. Members reserve the right to inspect the Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Products at the time of delivery, subject to Vendor's return policy. Vendor must arrange for and pay for the return shipment on Products that arrive in a defective or inoperable condition.

**C. SALES TAX.** Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

D. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Products or Services at discounts greater than those listed in the Contract (“Hot List Pricing”). When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Products or Services may be added or removed from the Hot List at any time by Vendor through a Sourcwell Price and Product Change Request Form as described in Section 5 below.

Hot List Pricing may also be used to discount and liquidate close-out and discontinued Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

## **5. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Product and/or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Products or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or Product addition or deletion.
- The new pricing restatement must include all Products and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **6. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

### **A. MEMBERSHIP.**

The benefits of this Contract are available to Sourcwell members that meet all of the following requirements: 1. is located in the United States and identified on Sourcwell’s website [<https://www.sourcwell-mn.gov/sourcwell-for-vendors/member-locator>] as a member of

Sourcwell; 2. is one of the following types of entities: state and local governmental entities; higher education entities; K-12 education entities; a 501(c)(3) organization exempt from federal income tax under section 501(c)(3) of Title 26 of the United States Code; tribal government (except for casinos) entities; or public healthcare and other public entities located in the United States; and 3. if applicable, is in good standing with the Secretary of State of its state of incorporation, formation or organization (collectively, "Members").

Members eligible to use this Contract shall have the right to purchase or lease Products and Services in accordance with this Contract. Sourcwell will maintain a current list of members (the "Membership Roster") on its website during the Term of this Contract. The Membership Roster may be amended by Sourcwell from time to time. Sprint may stop providing the pricing set forth herein to entities removed from the Membership Roster within thirty (30) days following the applicable date of removal from the Membership Roster.

Members currently under contract with Sprint for like Products and/or Services may request that Sprint permit Member to terminate its existing contract without liability and instead participate in the group purchasing arrangement set forth in this Contract. Sprint will consider these requests on an individual case basis, provided that the Member is in good standing. Sprint is not required to give such consent.

A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like products or services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcwell membership requirements and documentation. Sourcwell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

C. SURVIVORSHIP OF MEMBER. In the event the term of a Member Enrollment Agreement extends beyond the termination or expiration date of this Contract, the Member Enrollment Agreement's terms and conditions shall continue to apply until such time as the Member Enrollment Agreement expires or is terminated in accordance with its terms.

## 7. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. Order flow and procedures will be in accordance with this Contract and any other procedures mutually agreed to in writing by Member and Vendor. Typically a Member will issue a Purchase Order (as defined below in this Section) directly to Vendor. Members may use their own forms for Purchase Orders, but it should clearly note the applicable Sourcewell contract number. Vendor may accept an Order by 1. signing and returning a copy of the Order to Member; 2. delivering any of the Products or Services ordered; 3. informing Member of the commencement of performance; or 4. returning an acknowledgment of the Order to Member. The terms and conditions in any Member-generated Order template 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 Contract. Member may cancel an Order at any time before Vendor ships the Order or begins performance, but Member will pay any actual costs incurred by Vendor due to Member's cancellation. Vendor may reject or cancel an Order for any reason. Vendor will notify Member of rejected or canceled Orders. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

The term "Order" or "Purchase Order" means a written, electronic or verbal order, or purchase order, submitted or confirmed by Member and accepted by Sprint, which identifies specific Products and Services, and the quantity ordered. Verbal Orders are deemed confirmed upon Member's written acknowledgement, or use, of Products or Services.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a Purchase Order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF PURCHASE ORDERS. Members may terminate a Purchase Order in accordance with the terms and conditions of such Members' Member Enrollment Agreement, found in Attachment B, which is attached and incorporated into this Contract.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's Purchase Order will be determined by the terms and conditions of the Member Enrollment Agreement in Attachment B.

## 8. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## 9. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Forty-five (45) calendar days after each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report will contain the following fields, when reasonably available or applicable:

- Member Customer Name (e.g., City of Staples Highway Department);
- Member Customer Physical Street Address;
- Member Customer City;
- Member Customer State;
- Member Customer Zip Code;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description (Item Purchased Description includes Corporate-Liable equipment);
- Item Purchase Price (Members);
- Sourcwell Administrative Fee applied;

- Billing Cycle Month;
- Total Member spend for Corporate Liable; and
- Total aggregate spend of Individual-Liable Employees of the Members by the following verticals – public healthcare, k-12 education, higher Education, local and state governments, non-profit, and other public entities.

The foregoing is Sprint's Confidential Information but Sourcewell may disclose if required by law, consistent with Section 14, Government Data Practices, and Section 28, Confidentially Information.

Sprint will work with Sourcewell to provide applicable / acceptable reporting template to provide equipment and service information for Active Units for Members. Sourcewell will not receive any Customer Proprietary Network Information (CPNI) or other information relating to a Member Corporate-Liable Active Unit or an Individual-Liable Active Unit.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee ("Administrative Fee") equal to one percent of the total monthly recurring charges for Corporate-Liable Active Units and Individual-Liable Active Units that are newly activated on the Nationwide Sprint Network in connection with this Contract ("Eligible MRCs").

Eligible MRCs do not include existing Corporate-Liable and Individual-Liable that are not on the Sourcewell's account hierarchy as of this Contract nor does it include Corporate-Liable Active Units and Individual-Liable Active Units that migrate to Sourcewell's account hierarchy after effective date of this Contract. Additional charges, including but not limited to, taxes or regulatory charges will not be included in the Administrative Fee calculation. Eligible MRCs will be considered after all discounts are taken into account and the Administrative Fee will not be paid on MRCs or other charges which are not actually invoiced or paid.

Notwithstanding the above, during the 180 days following the Effective Date of this Contract ("Transfer Period"), Vendor will be permitted to transfer/migrate existing Corporate-Liable Active Units of Service on Sprint Networks from other agreements with Vendor ("Transfers") to this Contract. Vendor will pay an Administrative Fee for Transfers equal to one-quarter percent (.25%) ("Transfer Administrative Fee"). This does not preclude transfers after Transfer Period, however no Transfer Administration Fee will be paid by Vendor on transfers occurring after the Transfer Period.

Notwithstanding the immediately preceding paragraph, Transfers must satisfy any and all unfulfilled obligations under their existing agreement with Vendor (e.g., minimum service terms, early termination fees, as applicable) prior to transferring to this Contract, unless Sprint agrees otherwise in writing.



At the conclusion of the Transfer Period, Vendor will have 60 days to validate the Corporate-Liable Active Units that transferred to this Contract during the Transfer Period.

The Vendor will submit a check payable to Sourcewell for the Administrative Fee described above. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the following address, "Attn: Accounts Receivable": 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479. Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Sourcewell is solely responsible for the payment of any taxes or assessments in connection with its receipt of Administrative Fee payments hereunder.

The Administrative Fee will be calculated for each calendar quarter, based on Eligible MRCs invoiced by Vendor during such calendar quarter. Sprint will not include Eligible MRCs from Corporate-Liable Active Units and Individual-Liable Active Unit whose accounts are in default for non-payment; however, will pay the Administrative Fee to Sourcewell after the Member's account is no longer in default. If Sprint incorrectly pays Administrative Fees to Sourcewell, then Sprint shall be permitted to either reduce any future Administrative Fee payments by the incorrect amount or to request a refund of the incorrect amount. Sprint will not pay an Administrative Fee to Sourcewell on any monthly recurring charges: (1) for Corporate-Liable Active Units and Individual-Liable Active Units charges after the Contract has expired; (2) for Corporate-Liable Active Units and Individual-Liable Active Units charges after the Contract has been terminated (before expiration) by either party; (3) for Corporate-Liable Active Units after expiration or termination of the applicable Member Enrollment Agreement, (4) for such units related to an agreement other than this Contract; or (5) with respect to any period of time during which Sourcewell is not in compliance with the terms and conditions of the Contract, including but not limited to, the marketing requirements set forth in the Contract (or otherwise agreed to by the parties) and in compliance with the Active Unit Commitment, if any.

#### **10. AUTHORIZED REPRESENTATIVE AND NOTICE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

In the case of a dispute, notices also must be sent to:

<p><b>Sprint:</b>  Attn: Legal Dept. – Public Sector  12502 Sunrise Valley Drive  MS: VARESA0208  Reston, VA 20196  Fax: (703) 433-8798</p> <p>and</p> <p>Attn: VP Legal Dept.–Sales &amp; Distribution  Mailstop: KSOPHT0101-Z2525  6391 Sprint Parkway  Overland Park, KS 66251-2525</p>	<p><b>GPO:</b>  Attn: General Counsel  Sourcewell  202 12th Street NE  P.O. Box 219  Staples, MN 56479</p>
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**11. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

- A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior written consent of both parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

**12. INDEMNIFICATION AND LIMITATION OF LIABILITY**

- A. VENDOR INDEMNIFICATION. Vendor will indemnify and defend Sourcewell, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities or expenses, including reasonable outside attorney’s fees (collectively, “Claims”),

arising directly from the performance of this Contract 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 the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.

B. INDEMNIFICATION PROCEDURES. The following procedures will apply to any indemnification obligation under this Section: (a) the party seeking indemnification will promptly notify the indemnifying party in writing of any claim or suit; (b) the indemnifying party will have sole control of the defense or settlement; provided, however, that the indemnifying party will not enter into any settlement that obligates the party seeking indemnification to make an admission of guilt or incur any expense for which the party seeking indemnification is not indemnified, without such party's prior written consent, which will not be unreasonably withheld; (c) the party seeking indemnification will have the right to be represented separately by counsel of its own choosing, at its own expense, in connection with any claim or suit; and (d) the party seeking indemnification will provide reasonable cooperation to the indemnifying party at the indemnifying party's expense; (e) in the event an indemnified party does not provide prompt notice to the indemnifying party, indemnification will be withheld only to the extent the indemnifying party was adversely prejudiced by such delay in notice; and (f) the indemnifying party must hire qualified and competent counsel.

C. DAMAGE LIMITATIONS. Each party's maximum liability for damages caused by its failure(s) to perform its obligations under this Contract is limited to: proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. The parties' indemnification obligations under the Contract are excluded from this provision.

D. EXCLUSIVE REMEDIES. The provisions of this Section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to any of the Claims identified in this Section.

E. NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, 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.

### **13. AUDITS**

A. SOURCEWELL AUDIT RIGHTS. Sprint shall maintain in accordance with applicable law and generally accepted commercial standards all relevant records relating to this Contract for a period of six (6) years following the date of acceptance of final payment under the Contract. Upon reasonable prior written notice, Sprint shall make records relating to the Contract available to Sourcewell at Sprint's business offices during normal business hours for inspection,

examination or audit. Further, due to the highly sensitive and proprietary nature of Sprint's records, any third-party auditor acting on behalf of Sourcewell shall be subject to prior approval by Sprint and may be required at Sprint's sole discretion to execute Sprint's standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing Sprint's records.

#### B. SPRINT AUDIT RIGHTS.

1. Regarding Member. Sprint reserves the right to audit Members on the Membership Roster from time to time to verify that each Member meets the Member definition above. Upon review of a Member, Sprint may require additional verification from a Member or Sourcewell regarding the status of the Member. Upon a determination the customer does not meet the requirements of a Member, Sprint may cease applying the Corporate-Liable Service Pricing Discount.

2. Regarding Employees of Member. Sprint reserves the right to audit Employees from time to time who qualify as an Individual-Liable under this Contract by verifying Employee's employment with the Member. Upon the Employee's termination of employment with Member, Sprint may cease applying the Individual-Liable Service Pricing Discount.

### **14. GOVERNMENT DATA PRACTICES**

If applicable, Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Sourcewell to the Vendor or all data provided to Sourcewell by the Vendor under this Contract. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13.

In the event the Vendor receives a request from a third party to release the data referred to in this Section, the Vendor must promptly notify Sourcewell, and Sourcewell will give the Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data by either the Vendor or Sourcewell. Vendor shall not be held responsible for the release of the data by Sourcewell or the Member end-user or as directed by a Member.

### **15. INTELLECTUAL PROPERTY**

Vendor will indemnify and defend Sourcewell, Sourcewell's directors, officers, employees, agents and their successors against Claims (as defined in Section 12 above) 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. Vendor's obligations under this Section will not apply to the extent that the infringement or violation is caused by (A) functional or other

specifications that were provided or requested by Sourcewell, or (B) Sourcewell's continued use of infringing Services after Vendor provides reasonable notice to Sourcewell of the infringement. For any Claim that Vendor receives, or to minimize the potential for a Claim, Vendor may, at its option, either: 1. procure, at Vendor's expense, the right for Sourcewell to continue using the Services; 2. modify the Services or replace the Services with comparable Services, each at Vendor's expense; or 3. terminate the Services.

## **16. MISCELLANEOUS**

A. INDEPENDENT CONTRACTORS. The Parties' relationship hereunder is that of independent contractors. This Contract does not create any employment, agency, franchise, joint venture, partnership or other similar legal relationship between Sprint and Sourcewell. Neither party has the authority to bind or act on behalf of the other party except as otherwise specifically stated herein.

B. THIRD PARTY BENEFICIARIES. This Contract is not intended to and does not create any third party beneficiaries (other than Members to the extent expressly and specifically provided herein) to the rights and obligations as set forth herein, nor shall any third party beneficiaries be interred by operation or otherwise.

C. URLs AND SUCCESSOR URLs. References to Uniform Resource Locators (URLs) in this Contract include any successor URLs designated by Sprint.

## **17. PUBLICITY, MARKETING, AND ENDORSEMENT**

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives of both parties. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers by Sprint to Members must be approved by Sourcewell in writing. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Products or Services.

D. 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

Sourcewell's written consent with respect to each use, Sprint may use the Sourcewell'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.

E. **MARKETING REQUIREMENTS.** In support of Sprint's efforts to market Sprint's Products and Services to Members, Sourcewell agrees to perform the following marketing activities to current, new, and prospective Members:

- 1) Provide its Members with a packet of promotional information describing Sprint's Products and Services and available discount opportunities. The packet will contain specific call to actions to purchase Sprint Products and Services.
  - a) Sourcewell to provide Sprint promotional packet information at time of enrollment for all new Members; at a minimum, packet will include HTML copy of current offer, a call to action email and a link to Sprint landing page.
  - b) Sourcewell to provide Sprint with template for promotional messaging and approval.
- 2) Distribute to its Members Sprint-approved promotional information via websites, landing pages, direct mail, email and/or flyers. The parties will mutually agree on the best marketing tactics to execute, but at a minimum will include:
  - a) Website - Sourcewell is required to highlight Sprint program and benefits via Sourcewell website. Any and all promotional materials and messaging must be approved by Sprint; at a minimum messaging to include copy of current offer and link to dedicated Sprint landing page.
  - b) Launch Email – Sourcewell will announce Sprint program via an email to all Members upon official launch of program and inclusion of Sprint into Sourcewell perks program. Content of email should highlight the Sprint offer, a call to action with link to Sprint landing page.
  - c) Regular Email Cadence – Sourcewell will email Members on a bi-monthly basis highlighting Sprint program and promotional offers including applicable call to actions to facilitate Members acquiring Sprint services.
  - d) Sourcewell to provide Sprint with template for populating email content and approval.
- 3) As applicable, promote Sprint Products and Services via available social media (i.e. Facebook, Twitter) mediums;
  - a) Sourcewell will promote Sprint Product and Services via available social media platforms on a quarterly basis.
  - b) Sourcewell to provide template to populate content, messaging, and approval.

- 4) Sourcewell agrees to post on-line for its members access copies of all Member applicable Attachments, (e.g. Attachment A-Wireless Services Pricing & Policies), as may be amended from time to time, incorporated in the Member Enrollment Agreement.

## **18. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## **19. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## **20. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## **21. DISPUTE RESOLUTION**

During the Term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

A. NOTIFICATION. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

B. ESCALATION. If parties are unable to resolve the issue in a timely manner (but in no event longer than twenty (20) calendar days), as specified above, the parties will escalate the dispute to a higher level of management (at least VP-level). The parties then will have thirty (30) calendar days to resolve the outstanding dispute.

In the event the parties cannot resolve the dispute within the 30 calendar day period described above, each party may pursue any and all legal or equitable remedies available to it with respect to such dispute.

## 22. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, persons or organization acting on the behalf of Vendor, products-completed operations including construction defect, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.



Minimum Limits:  
\$2,000,000

- 5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor’s professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

- 6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach of this Contract.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, or non-renewal without thirty (30) days’ prior written notice to the Vendor.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE

CLAUSE. Vendor agrees to include Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

### **23. COMPLIANCE**

A. LAWS AND REGULATIONS. All Products or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Products or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

### **24. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must provide reasonably prompt notification to Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

## **25. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Products or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** Not-applicable  
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C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Not-applicable

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Not-applicable

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor

certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

K. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **26. TERMINATION**

A. **TERMINATION FOR CAUSE.** Either party may terminate this Contract in the event that (i) the other party commits a material breach of its obligations, representations or warranties hereunder, and (ii) such breaching party fails to cure such breach within twenty (20) business days after the breaching party receives written notice of such breach from the non-breaching party.

B. **TERMINATION FOR CONVENIENCE.** Sourcewell or Vendor may cancel or terminate this Contract at any time, without cause, upon sixty (60) days' written notice to the other party.

C. Termination of this Contract does not relieve either party of financial, Product, or Service obligations incurred or accrued prior to termination.

D. **MEMBER ENROLLMENT AGREEMENTS.** If Sourcewell or Vendor terminates this Contract under this Section, the termination or survival of existing Member Enrollment Agreements shall be determined in accordance with the Term section of the applicable Eligible Member Enrollment Agreement.

E. **SPRINT RIGHT TO SUSPEND OR TERMINATE MEMBER.** Sprint and Member's rights to terminate an individual Member Enrollment Agreement is articulated in the terms and conditions provided in the Eligible Member's Enrollment Agreement.

## **27. INCORPORATION; ORDER OF PRECEDENCE**

A. **INCORPORATION.** The following attachments are incorporated into this Contract:

**Attachment A** (Wireless Services Pricing & Policies)

- Attachment A-1 (Wireless Services Pricing & Policies - Eligible Members)
- Attachment A-2 (Wireless Machine-to-Machine Services Pricing & Policies)

**Attachment B** (Sourcewell Eligible Member Enrollment Agreement)

**Attachment C** (Vendor's Response to RFP #08011 ("Vendor's Proposal"))

B. ORDER OF PRECEDENCE. In the event of a conflict within the documents that form the Contract, the following order of precedence will apply: 1. the terms and conditions of the main body of this Contract; 2. Attachments A and B; and 3. Vendor's Proposal.

## **28. CONFIDENTIAL INFORMATION**

A. NON-DISCLOSURE. Neither party will disclose the other party's Confidential Information to any third party, except as expressly permitted in this Contract. This obligation will continue until 2 years after this Contract terminates or expires. The Recipient shall take all reasonable measures to avoid unauthorized or improper dissemination or use of the Discloser's Confidential Information, including, at a minimum those measures that it takes to protect its own Confidential Information of a similar nature (provided that such measures are consistent with at least a reasonable degree of care). Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of the Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. The parties will use Confidential Information only for the purpose of performing under this Contract. 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; or (F) is disclosed with the prior written consent of the Discloser.

B. INJUNCTION. The parties acknowledge that the Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of this Contract, 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 Contract will not raise the defense of an adequate remedy at law.

C. PRIVACY. Sprint's privacy policy, as amended from time to time, is available at [www.sprint.com/legal/privacy.html](http://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.

**Sourcewell**

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 12/31/2019 | 9:53 AM CST

Approved:

DocuSigned by:  
By: Chad Coquette  
7E42B8F817A64CC...  
Chad Coquette

Title: Executive Director/CEO  
Date: 12/31/2019 | 10:27 AM CST

**Sprint Solutions, Inc.**

DocuSigned by:  
By: Kimberly Green-Kerr  
C4EC74C26CED4CD...  
Kimberly Green-Kerr

Title: Senior Vice President, Sprint Business Solutions

Date: 12/23/2019 | 1:22 PM PST

**Approved by Public Sector Legal as to  
Legal Form  
DV 12/23/19**



**ATTACHMENT A**

**WIRELESS SERVICES PRICING & POLICIES**

**Attachment A-1:** Wireless Services Pricing & Policies - Eligible Members

**Attachment A-2:** Wireless Machine-to-Machine Services Pricing & Policies

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## ATTACHMENT A-1 WIRELESS SERVICES PRICING & POLICIES – Eligible Members

### 1. PROVISION OF SPRINT PRODUCTS AND SERVICES

- 1.1. 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 Product or Service bundle, or wireless devices provided by Customer.
- A. Purchased Devices.** If Customer purchases wireless devices from Sprint, Customer may pay (1) full Suggested Retail Price (“SRP”), (2) a discounted device price in exchange for Customer keeping the device active for a minimum period of time (“Subsidized Devices”), or (3) SRP for the cost of the device through monthly installments (“Monthly Installments”). 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. Unsubsidized Devices.** All wireless devices that are not Subsidized Devices are considered “Unsubsidized” devices.
- D. SIM Cards.** For International M2M Services, Customer must purchase SIM Cards from a Sprint-authorized third party.
- 1.2. M2M Services.** References in this Attachment to “International M2M Services,” “M2M Devices,” “Sprint M2M Networks,” “M2M Services,” an “International M2M Network,” the “Orange M2M Portal,” and the “Machine-to-Machine Services Product Annex” apply only if Customer is purchasing M2M Services from Sprint.

- 2. 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.

#### 2.1. Sprint Business Share Plus Plans.

##### A. Sprint Business Share Plus Plans for Handset, Tablet, and Mobile Broadband

Shareable Data Plan Allowance Per Line in Gigabytes (“GB”)	Customer Line <sup>1</sup> MRC	Eligible Devices	Additional MRC per Customer Line for Subsidized Devices
1 GB	\$15	Feature Phone, Tablet, Mobile Broadband	\$5 for Feature Phones Not applicable for Tablet or Mobile Broadband
3 GB	\$20	Smartphone, Feature Phone, Tablet, Mobile Broadband	\$5 for Feature Phones \$25 for Smartphones Not applicable for Tablet or Mobile Broadband
5 GB	\$30	Smartphone, Feature Phone, Tablet, Mobile Broadband	\$5 for Feature Phones \$25 for Smartphones Not applicable for Tablet or Mobile Broadband

<sup>1</sup>A “Customer Line” is the same as a “Corporate-Liable Active Unit,” as defined in the Wireless Services Product Annex.

- (1) Smartphone and feature phone devices utilizing the Sprint Business Share Plus plans above for Handsets receive unlimited Domestic voice and text; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. In addition, the Sprint Business Share Plus plans above for Handsets include unlimited international text for text messages sent to, or received from, over 180 countries while the phone is located in the United States (subject to phone capability). Additional charges apply for text messages sent or received while Roaming internationally. More information is available at [sprint.com/international](http://sprint.com/international).
- (2) The data allowance includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices.
- (3) Customer Lines activated on Sprint Business Share Plus plans are subject to a data Roaming limit of 100 MBs or a majority of kilobytes ("KBs") per line. Data Roaming limits are not sharable with other lines. This Roaming limitation includes Sprint Mobile Hotspot usage. Sprint will bill Customer \$0.25/MB for any data Roaming usage above the data Roaming limit. Additional charges for both the rate plan's data allowance and the data Roaming limit may occur.
- (4) Shareable data usage will be aggregated among devices on the Sprint Business Share Plus plans for Handset, Tablet, and Mobile Broadband set forth in the table above if such devices are activated and maintained under the same billing account number. Aggregated data is consumed on a first come first served basis until the allowance is exhausted. Additional data usage after the aggregated allowance is exhausted will be billed at \$0.005/megabyte ("MB") (\$5/GB). Data is not shareable with Sprint Business Share Plus for Machine-to-Machine rate plans.
  - (a) Customer may not exceed 10,000 Customer Lines obtained through any combination of Installment Agreements and Business Lease Agreements per BAN. Subsidized Devices, wireless devices purchased in one payment at full SRP, and wireless devices provided by Customer are not subject to a limit.
- (5) The data usage limitations and restrictions set forth in the Wireless Services Product Annex apply to the Sprint Business Share Plus Plans.
- (6) Sprint Business Share Plus Plans are not eligible for the Corporate Service Pricing Discount.

**B. Sprint Business Share Plus for Machine-to-Machine**

- (1) Sprint Business Share Plus for Machine-to-Machine rate plans are only available when Customer selects a pricing plan from the table below in conjunction with the purchase of an eligible business application (a "Solution") sold by Sprint. See your account representative for information about qualifying Solutions.

Shareable Data Plan Allowance Per Line in Megabytes ("MB")	10 MB	40 MB	100 MB
Customer Line MRC	\$3	\$5	\$8

- (2) Third party, non-Sprint branded M2M Devices that have been approved by Sprint for use on the Sprint M2M Networks may be activated on any of the Sprint Business Share Plus rate plans set forth in the table above. In addition, Sprint-branded devices purchased from Sprint for use with M2M Services ("Sprint M2M Devices") may be available for use with the Sprint Business Share Plus rate plans in the table above. Sprint reserves the right to limit the Sprint M2M Devices that can be used with the Sprint Business Share Plus rate plans.
- (3) Customer Lines activated on Sprint Business Share Plus rate plans in the table above are subject to a data Roaming limit of a majority of kilobytes ("KBs") per Customer Line. If Customer's data usage in a given month exceeds the data Roaming limit, Sprint will bill Customer \$0.50/MB for additional Roaming usage. Data Roaming limits are not sharable with other lines. Additional charges for both the rate plan's data allowance and the data Roaming limit may occur.
- (4) Shareable data will be aggregated among devices on the Sprint Business Share Plus plans for Machine-to-Machine set forth in the table above if such devices are activated and maintained under the same billing account number. Aggregated data is consumed on a first come first served basis until the allowance is exhausted. Additional data usage after the aggregated allowance is exhausted will be billed at \$0.50/MB. Data is not shareable with Sprint Business Share Plus for Handset, Tablet, and Mobile Broadband service plans.
- (5) Sprint may charge Customer a reactivation charge of up to \$15 per line when Sprint reactivates service to a previously terminated Customer Line with M2M Services.

- (6) The data usage limitations and restrictions set forth in the Wireless Services Product Annex will apply to the Sprint Business Share Plus for Machine-to-Machine rate plans
- (7) Sprint Business Share Plus Plans for Machine to Machine are not eligible for the Corporate Service Pricing Discount.

## 2.2. Sprint Public Sector All-In Smartphone – Green Plan

Net MRC <sup>1</sup>	\$39.99 NET MRC <sup>1</sup>
Anytime Minutes	Unlimited
Messages	Unlimited
Sprint Data Access	Unlimited*
Data Roaming	Included <sup>2</sup>

1

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

- A. The Green Plan includes unlimited Domestic voice and text, provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services.
- B. 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 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 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.

## 2.3. Sprint Public Sector All In Smartphone – Red Plus Hotspot

Net MRC	\$44.99 NET MRC <sup>1</sup>
Anytime Minutes	Unlimited
Messages	Unlimited
Sprint Data Access	Unlimited
Data Roaming	Included
10 GB of Hotspot	Included <sup>2</sup>

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

<sup>2</sup> Once each of Customer's individual devices exceeds the plan's Hotspot limitation, Sprint will throttle Hotspot data speeds to 128kb for remainder of the billing cycle with no additional charges.

- A. 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 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 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.

#### 2.4. Sprint Public Sector All In Smartphone – Blue Plus Hotspot

Net MRC	\$47.99 NET MRC <sup>1</sup>
Anytime Minutes	Unlimited
Messages	Unlimited
Sprint Data Access	Unlimited
Data Roaming	Included
10 GB of Hotspot	Included <sup>2</sup>

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

<sup>2</sup>Once each of Customer's individual devices exceeds the plan's Hotspot limitation, Sprint will throttle Hotspot data speeds to 128kb for remainder of the billing cycle with no additional charges.

- A.** 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 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 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.

## 2.5. Sprint Unlimited Series 65 – Plus Hotspot

	<b>Sprint Series 65 Unlimited</b>
<b>Net MRC</b>	<b>\$30.00 NET MRC<sup>3</sup></b>
Anytime Minutes	Unlimited
Messages	Unlimited
Data Roaming	Included
Device Availability <sup>1</sup>	Samsung J3 Achieve <sup>1</sup>
10 GB of Hotspot	Included <sup>2</sup>

<sup>1</sup> Price plan is only applicable for select devices including Samsung Galaxy J7, and other comparable devices to be agreed upon by the parties.

<sup>2</sup> Once each of Customer's individual devices exceeds the plan's Hotspot limitation, Sprint will throttle Hotspot data speeds to 128kb for remainder of the billing cycle with no additional charges.

<sup>3</sup> MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

- A.** 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 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 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.

## 2.6. Sprint Public Sector All In Smartphone – Yellow Plus Hotspot

<b>Net MRC</b>	<b>\$37.00 NET MRC<sup>1</sup></b>
Anytime Minutes	Unlimited
Messages	Unlimited
Sprint Data Access	Unlimited
Data Roaming	Included
Device Availability	iPhone SE <sup>2</sup>
10 GB of Hotspot	Included <sup>3</sup>
Discretionary Credits (inclusive of PIC credit)	Not Permitted

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

<sup>2</sup> Price plan is only applicable for select devices including iPhone SE, and other comparable devices to be agreed upon by the parties.

<sup>3</sup>Once each of Customer's individual devices exceeds the plan's Hotspot limitation, Sprint will throttle Hotspot data speeds to 128kb for remainder of the billing cycle with no additional charges.

- A. Sprint Direct Connect Plus is available on select devices. Additional features are available with certain devices and may be subject to an additional charge.
- B. 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 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 Devices on "unlimited" Business Plans will not be subject to the Data Services limitation but are subject 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.

## 2.7. Sprint Secure Wi-Fi

- A. **Secure Wi-Fi.** The following options may be added to a Sprint voice Business Plan on a per-Corporate-Line basis for the listed additional MRC, unless otherwise noted.
- B. **Description.** Secure Wi-Fi is a Smart VPN Application (the "Secure Wi-Fi Application") that helps protect users of certain smartphones and tablets while they are using Wi-Fi. Once enabled, the Secure Wi-Fi Application automatically turns on when a user joins an unsecured Wi-Fi network and turns off when the user returns to the cellular network or otherwise disconnects from the unsecured Wi-Fi network. Additionally, the user may opt in to utilize the Secure Wi-Fi Application when engaging a password-protected Wi-Fi network. Secure Wi-Fi may detect if a Customer VPN has been invoked by the user, in which case Secure Wi-Fi will not activate as the overlap of VPN technologies would be redundant. Unsecured Wi-Fi traffic that isn't encrypted (http), is then encrypted by the Secure Wi-Fi Application through geographically distributed, cloud-based servers. Secure Wi-Fi helps to protect against malicious users and content seeking to misuse private data transmitted over a Wi-Fi hotspot, but Sprint does not guarantee complete security for Customer data because vulnerabilities may still exist and could be exploited.
- C. **Secure Wi-Fi.** Secure Wi-Fi may be added for an additional MRC. Secure Wi-Fi requires an eligible Sprint Business Plan.
- D. **Pricing.**

Secure Wi-Fi License MRC per subscription	\$1.99*
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\*MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

- E. Customer's use of the Secure Wi-Fi Application is subject to Customer's acceptance of the Secure Wi-Fi End User License Agreement available at [http://static.sprintsecurewifi.com/Customers/Sprint/HTML/sswf\\_privacy\\_and\\_terms.html](http://static.sprintsecurewifi.com/Customers/Sprint/HTML/sswf_privacy_and_terms.html) as may be amended from time to time.
- F. The Secure Wi-Fi product and plan features may change at Sprint's sole discretion.

**G. Technical Support.** For technical support related Secure Wi-Fi, Customer should submit a technical request form to [support@sprintsecurewifi.com](mailto:support@sprintsecurewifi.com) with a clear description of the technical difficulty.

## 2.8. Sprint Associate Pledge

### A. General

- (1) Sprint Associate Pledge is a business grade distracted driver solution provided by Sprint through our vendor PortNexus Corporation ("PortNexus"). Sprint Associate Pledge is designed to allow Customer to develop policies to limit unsafe use of smartphones while driving. Each instance of the Sprint Associate Pledge Service must be attached to a Smartphone device activated with a current Sprint line of service.
- (2) Customer's use of the Sprint Associate Pledge Application is subject to acceptance of the PortNexus End User Agreement Terms and Conditions presented to Customer upon first log-in to the Sprint Associate Pledge Application ("PortNexus Terms") which may be amended from time to time in Port Nexus's sole discretion. Customer may log-in to the Application at <http://www.portnexus.net/safe-texting/enterprise-pledge>.
- (3) The PortNexus Terms are subject to change without prior notice to Customer.
- (4) For technical support related to Customer's Sprint Associate Pledge solution, Customer should send an email to [support@portnexus.com](mailto:support@portnexus.com).

### B. Charges

	MRC
Sprint Associate Pledge	\$9.95*

\* MRCs are net of all discounts. Customer's Service Pricing Discount is not applicable.

### C. Features

- (1) Sprint Associate Pledge allows limitations on the use of the handset while vehicle is in motion, location monitoring, and real-time notification of breaks in policy and usage.
- (2) Sprint Associate Pledge includes a web-based corporate portal to manage policy and retrieve status for each driver.
- (3) The features described above may change in PortNexus's sole discretion.

### D. Optional Add-Ons.

Sprint Associate Pledge Add-on	MRC*	NRC
Sprint Associate Pledge Smartview	\$4.95	N/A
Sprint Associate Pledge Professional Services	N/A	\$500

\* MRCs and NRCs are net of all discounts. Customer's Service Pricing Discount is not applicable.

- (1) Sprint Associate Pledge Smartview provides the ability to download video footage to Customer-provided FTP/Storage location.
- (2) Sprint Associate Pledge Professional Services may be applied more than once depending on the complexity of the requested services and the number of accounts impacted.

**E. Disclaimer.** Sprint is not liable for any losses or damages caused by the unsafe use of a mobile phone in connection with the use or failure of the Sprint Associate Pledge Service.

**2.9. Sprint MultiLine.** Sprint MultiLine is a business grade voice and SMS text service that deploys an additional phone number on a wireless Smartphone via the Sprint MultiLine application (the "**MultiLine App**"). The Sprint MultiLine Service requires each end user of Customer that Customer authorizes to use the Sprint MultiLine Service (each an "**Individual Device Holder**") to (i) have a Sprint approved Smartphone, (ii) maintain a usage plan with any wireless telecommunications carrier on such Smartphone, and (iii) download the MultiLine App. Individual Device Holders use their personal mobile device wireless telecommunications carrier network and service plan to facilitate voice calls and SMS texts through the Sprint MultiLine Service and the Individual Device Holder may incur roaming, usage, and overage charges under their personal service plan. Sprint MultiLine is designed to be used primarily for domestic calling within the United States

but U.S. International outbound dialing is available for an additional fee. Sprint will charge Customer list pricing on a per minute basis for International outbound dialing unless Customer purchases an International Outbound Calling plan with Sprint. Customer may use a new phone number or port an existing phone number for use with Sprint MultiLine.

**A. Sprint MultiLine Options.** The following capabilities may be included as described in the table below.

- (1) **Sprint MultiLine Mobile Recording.** Sprint MultiLine Mobile Recording provides the ability to record voice and/or SMS text messages (as applicable depending on the plan) on individual Sprint MultiLine user phone numbers. Recordings will be stored for seven days on the Sprint MultiLine cloud platform. Customers will be given the ability to download recordings to a Customer site archive location.
- (2) **Sprint MultiLine SMS Redaction.** Sprint MultiLine SMS Redaction is a feature that will (i) redact certain sensitive content within a message (either incoming or outgoing) and (ii) block SMS messages in their entirety when such SMS messages contain certain prohibited language. Due to the nature of this service some redactions and/or message blocks may be incorrectly captured or not captured at all and content or messages may not be blocked in all cases.
- (3) **Sprint MultiLine SMS Opt-in.** Sprint MultiLine SMS Opt-In is a feature that seeks to allow Customer to obtain consent of an intended SMS message recipient for further SMS communications before Customer's subsequent SMS message is delivered to such intended recipient. Sprint's provision of this feature does not in any way ensure Customer's compliance with any law or regulation. Sprint does not guaranty that a SMS Opt-in message will be sent in every instance. Customer is responsible for ensuring that Customer has any necessary consent to send the initial message containing SMS Opt-In and for verifying that the intended recipient has approved receipt of further SMS messages before relying on such SMS Opt-in.

**B. Sprint MultiLine Pricing**

	MRC* PER LINE
<b>Sprint MultiLine</b>	\$13.50
<b>Sprint MultiLine with SMS Recording</b>	\$15.30
<b>Sprint MultiLine with SMS Recording, Sprint MultiLine SMS Opt-In and Sprint MultiLine SMS Redaction</b>	\$18.00
<b>Sprint MultiLine with SMS and Voice Recording</b>	\$22.50
<b>Sprint MultiLine with SMS and Voice Recording, Sprint MultiLine SMS Opt-In and Sprint MultiLine SMS Redaction</b>	\$25.20

\* Customer's Service Pricing Discount is not applicable.

**C. Sprint MultiLine Add-On Features.** Customer may add the following features to the Sprint MultiLine Service for an additional fee as set forth below.

- (1) **Sprint MultiLine International.** The Sprint MultiLine service allows for international outbound calling and International Dialing Plans may be added to Customer's Sprint MultiLine service. If an International Dialing Plan is not added to Sprint MultiLine or if Customer calls a location not covered by their International Dialing Plan, then standard Sprint international calling market rates will apply. Additional information and rates can be found at [www.sprint.com/internationalrates](http://www.sprint.com/internationalrates).
- (2) **Sprint MultiLine Unlimited International Calling and Text to Canada.** This Add-On Feature provides unlimited international calling and SMS service to Canada.
- (3) **Sprint MultiLine Unlimited International Calling and Text to 70+ Countries.** This Add-On Feature provides unlimited international calling and SMS service to the countries listed at <https://www.sprint.com/en/support/solutions/international/sprint-international-connect-call-text-add-on.html>

**D. Sprint MultiLine Add-On Feature Pricing**

<b>Sprint MultiLine Unlimited International Calling and Text to Canada</b>	\$4.50
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<b>Sprint MultiLine Unlimited International Calling and Text to 70+ Countries</b>	\$13.50
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\* Customer's Service Pricing Discount is not applicable.

- E. Reactivation Fee.** If service to a Customer Line on a Sprint MultiLine Plan is terminated, Sprint may charge Customer a reactivation charge of up to **\$15** before Sprint reactivates service to the affected Customer Line.
- F. Product Annexes.** In addition to the other applicable terms set forth in this Agreement, Customer must also comply with the Sprint MultiLine Product Annex. Such annex is posted in the "Product-specific Terms" section of the Rates and Conditions Website and is incorporated by this reference into the Agreement. Capitalized terms not otherwise defined in this Attachment will have the meaning assigned to such terms in the Wireless Services Product Annex, the Sprint MultiLine Product Annex, or the Agreement.

## 2.10. SPRINT SECURE MOBILE VPN

- A. Sprint Secure Mobile VPN.** Sprint Secure Mobile VPN is a Service that Customer may purchase independent of a Sprint Corporate Liable Active Unit.
- B. Description.** Sprint Secure Mobile VPN allows Customer mobile devices, even with unstable connections, to securely connect to wireless networks with limited bandwidth. It does so by providing the Sprint Secure Mobile VPN application with an IP address so as to provide a persistent application session such that the user's session remains continuous and enables the user to gain the VPN protection without multiple log-ins. The Sprint Secure Mobile VPN Service is network-agnostic and transparent to mobile applications, enabling mobile users to be continuously and securely connected to their corporate intranet, using any public or private network available. The Sprint Secure Mobile VPN Service features may change at any time in Sprint's sole discretion.
- C. Pricing.**

Service	Type of Charge	Amount
Sprint Secure Mobile VPN	MRC	\$9.95* (per device)
Sprint Secure Mobile VPN Implementation	NRC	\$500.00 (per billing account number)
Sprint Secure Mobile VPN On-Site Professional Service **	NRC	\$1500.00 (per billing account number)

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

\*\* Sprint Secure Mobile VPN On-Site Professional Service is optional, and consists of a two day on-site Customer visit. Incremental two day visits may be purchased as needed.

- D. End-User License.** Customer's use of the Sprint Secure Mobile VPN is subject to Customer's acceptance of the Secure Wi-Fi End User License Agreement available at <https://columbitech.com/wp-content/uploads/2018/05/Columbitech-Mobile-VPN-EULA.pdf> which is subject to change at any time without notice to Customer.
- E. Technical Support.** For technical support related Sprint Secure Mobile VPN, Customer should submit a technical support request to [support@columbitech.com](mailto:support@columbitech.com) or call 866-855-1874 between the hours of 8:00 a.m. to 8:00 p.m. EST, Monday through Friday.

## 2.11. Utility Associates, Inc.

### A. General

- (1) Utility Associates, Inc.'s ("UA") family of solutions ("UA Solutions" and each a "UA Solution") is a body and in-vehicle camera video evidence solution for law enforcement consisting of BodyWorn, Rocket IoT, In-Vehicle Cameras, and AVAILWEB.
- (2) Customer's use of the UA Solutions is subject to acceptance of the UA End User Agreement Terms and Conditions, which may be amended from time to time in UA's sole discretion, available at <https://www.bodyworn.com/service-agreement> and as are presented to Customer or Customer's end-users upon first log-in to the UA AVail Web Application (the "UA Terms").
- (3) The UA Terms are subject to change without prior notice to Customer.

- (4) For technical support related to Customer's use of a UA Solution, Customer should contact UA as described in the UA Terms.
- (5) Hardware, necessary for the use of the UA Solutions is provided for Customer's use as part of the Service. Customer will have neither an ownership right nor a title interest to the hardware.

#### B. Charges

Description	One-Time Charge/Set Up Fee*	MRC*
BodyWorn	\$800	\$60
Rocket IoT	\$1,350	\$30
Sprint Data Access Plan **	N/A	\$30

\*Charges are net of all discounts. Customer's Service Pricing Discount is not applicable.

\*\* Customer may not utilize Data Access Plan for live streaming. Should Sprint determine that live streaming has been used, Sprint reserves the right to modify the rate plan. Customer will not be charged overages on the Data Access Plan. Data Access Plan terms and conditions are identified in Attachment A.

#### C. Features

- (1) AVaiLWEB is the secure, cloud-based integrated evidence platform for BodyWorn, Rocket IoT, and In-Vehicle Cameras solutions.
- (2) BodyWorn is a body worn camera solution.
- (3) Rocket IoT is a vehicle-mounted router providing a Wi-Fi access point around the vehicle. Integrated GPS provides vehicle location.
- (4) BodyWorn and Rocket IoT solutions purchased from Sprint each require a separate Sprint Data Access Plan.
- (5) The features described above may change in UA or Sprint's sole discretion.

#### D. Optional Add-Ons

Description	One-Time Charge/Set Up Fee*	MRC*
UA In-Vehicle Cameras	\$1,450	\$70

\*Charges are net of all discounts. Customer's Service Pricing Discount is not applicable.

- (1) In-Vehicle Cameras are powered by the Rocket IoT router.
- (2) In-Vehicle Cameras are an optional add-on service to the Rocket IoT solution.

#### E. Additional Terms

- (1) Customer will ensure that all UA Solutions end-users are aware of the requirements and limitations set forth in this Section. It will be Customer's sole responsibility to implement and enforce policies for the proper and safe use of these products and services.
- (2) **Location Based Service.**
  - (a) UA Solutions is a "Location Based Service," as defined in the Wireless Services Product Annex. Customer consents to Sprint's and UA's disclosure of alert Information to governmental and public safety authorities. Customer must clearly, conspicuously and regularly notify all UA Solutions end-users that the UA Solutions end user's location and identifier information may be accessed, used or disclosed in connection with the UA Solutions and Sprint will not be held liable for a failure of Customer to do so.
  - (b) Customer will comply with all applicable privacy laws and will obtain all necessary consents from each UA Solutions end-user authorizing the location tracking of the UA Solutions end-user.

**2.12. Service Limitations.** Customer acknowledges that use of the UA Solutions is dependent upon the associated device's ability to transmit data, and the availability of the Sprint 4G Network. The UA Solutions

are designed to operate on the Sprint 4G Network. The associated devices must be charged and in good repair. Due to limitations of wireless Services, as set forth in the Wireless Services Product Annex, it is possible that certain locations will not have access to the Sprint 4G Network. At any time the Sprint 4G Network is not capable of being accessed, any attempt to transmit data will not be received, and UA Solutions will be unavailable with respect to the particular device. **Customer should implement secondary means of communication, as appropriate under the circumstances, to avoid the risk of injury or death or damage to property in the event that wireless Services are unavailable.** **Data Access Plan for Utility**

<b>Sprint Data Rate Plans for Utility</b>	
<b>Data Allowance (in Megabytes (“MBs”) and Gigabytes (“GBs”))</b>	<b>Unlimited<sup>2</sup></b>
<b>NET MRC</b>	<b>\$30.00<sup>1</sup></b>
<b>Overage charge for additional data services usage above plan allowance</b>	N/A
<b>Requirements</b>	Must be used with Utility Plans in Section 3.6

<sup>1</sup> MRC is net of all discounts. Customer’s Service Pricing Discount is not applicable.

<sup>2</sup> Unlimited use available while on the Sprint network. Sprint reserves the right to throttle, modify or suspend wireless data Service to a Wireless Data Connection Device on the Data Access Plan for Utility above if such Wireless Data Connection Device: (i) exceeds an average of 50 GB/month on a Customer billing account; or (ii) a Customer Line exceeds 75 GB/month, 300 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

- A. Third party, non-Sprint branded M2M Devices that have been approved by Sprint for use on the Sprint M2M Networks (“Third Party M2M Devices”) may be activated on any of the Sprint M2M Plans set forth in the table above. In addition, Sprint-branded devices purchased from Sprint for use with M2M Services (“Sprint M2M Devices”) may be available for use with the Sprint M2M Plans. Sprint reserves the right to limit the Sprint M2M Devices that can be used with the Sprint M2M Plans.
- B. The data usage limitations and restrictions set forth in the Wireless Services Product Annex will apply to the Sprint M2M Plans, and the Sprint M2M Plans are not eligible for any discounts.

### 2.13. SPRINT SECURE MOBILE AI

- A. **Description.** Sprint Secure Mobile AI offers advanced on-device mobile threat protection. Developed specifically for mobile devices, Sprint Secure Mobile AI seeks to mitigate threats to mobile devices and their applications from cyber-attacks by providing device risk assessments and threat alerts. Organizations can minimize exposure of their sensitive data and reduce the likelihood that their customers and partners’ data would be jeopardized by malicious and fraudulent activity. The solution provides an on-device detection agent that seeks to protect the entire device, not just mobile applications, from multiple attack vectors, including anti-virus, next generation Anti-Virus, anti-phishing and MTTM.
- B. **Terms and Conditions.** Customer’s use of the Sprint Secure Mobile AI is subject to Customer’s acceptance of the Sprint Secure Mobile AI End User License Agreement available at <https://www.zimperium.com/zimperium-eula> as may be amended from time to time.
  - (1) Customer will receive a system-generated email from the Sprint Productivity Marketplace for each order placed. The email will contain a prompt for Customer to click-to-accept the Sprint Software as a Service Terms of Service, as well as any Application Specific Terms. Customer must click the accept button in the email to complete the order and gain access to the software.
  - (2) In the event of a conflict between the terms and conditions of this Agreement and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service shall control for the purchase and use of all Sprint Software as a Service.
  - (3) Sprint provides Sprint Secure Mobile AI on an “as-is” basis with no warranties and makes no representations of any kind, express or implied, with respect to the Sprint Secure Mobile AI

service. Sprint grants Customer a limited, revocable, non-exclusive, non-transferable license to use Sprint Secure Mobile AI for Customer's individual use. Customer may not sell, resell, transfer, copy, translate, publish, create derivative works of, make any commercial use of, modify, reverse engineer, decompile, or disassemble the software. This license may be revoked at any time.

- (4) Sprint Secure Mobile AI can transmit information via a Wi-Fi connection or a cellular connection, not included herein.
- (5) Sprint Secure Mobile AI pricing, terms and conditions are subject to change without prior notice to Customer.
- (6) Product and plan features may change at [VENDOR]'s sole discretion.

**C. Pricing.** For each Sprint Secure Mobile AI option that Customer chooses, Sprint will charge Customer the applicable Monthly Recurring Charge(s) ("MRC") per end-user or Annual Recurring Charge(s) "ARC" at the Customer level, as identified in the table below, unless otherwise noted. Customers seeking a complete downloadable app should choose Sprint Secure Mobile AI Licenses (SMB or Ent) whereas Customers seeking to integrate the service into an existing app should choose Sprint Secure Mobile AI zIAP. Additionally, Customer may select additional services requiring an ARC, charged at the Customer level.

Sprint Secure Mobile AI License SMB (MRC)	\$3.25
Sprint Secure Mobile AI License ENT (MRC)	\$3.25
Sprint Secure Mobile AI Dedicated (ARC)	\$48,000
Sprint Secure Mobile AI FR (ARC)	\$120,000
Sprint Secure Mobile AI On-prem (ARC)	\$80,000
Sprint Secure Mobile AI zIAP (MRC)*	\$0.50

\*The Sprint Secure Mobile AI zIAP product targets threat protection only for the app into which it is integrated.

**D. CUSTOMER SERVICE.** If Customer experiences any service problems and requires assistance, Customer may contact Sprint Business Care at 800-927-2199.

**2.14. Dialpad Business Voice.** Dialpad Business Voice is a business grade voice, video calling, and messaging system from Dialpad, Inc. ("Dialpad") that provides a single phone line that works across all voice capable wireless devices and allows users to switch calls between devices. Dialpad Business Voice includes unlimited calls and texts to and from any phone number in the United States and Canada; provided that if Customer utilizes Dialpad Business Voice with a device on a wireless service plan, Dialpad Business Voice usage will be deducted from the applicable wireless service plan. International outbound calling rates for other countries are determined by Dialpad and can be found at <https://dialpad.com/rates>. International outbound texting for other countries is limited to other Dialpad Business Voice phone numbers. Customer can utilize new or existing phone numbers for Dialpad Business Voice.

**A. Dialpad Business Voice Service Offerings**

- (1) **Standard.** Dialpad Business Voice Standard provides (1) commonly used call controls such as call forwarding, call transfer, 3-way calling, and call recording; (2) integration with Google's G Suite or Microsoft Office 365; (3) virtual departments/offices; and (4) analytics.
- (2) **Pro.** Dialpad Business Voice Pro provides all of the features of Dialpad Business Voice Standard, plus additional virtual departments / offices, auto recording, call queues, voicemail transcription and integration with Salesforce.com.
- (3) **Enterprise.** Dialpad Business Voice Enterprise provides all of the features of Dialpad Business Voice Pro, plus unlimited virtual departments / offices and extension dialing.

**B. Additional Dialpad Business Voice Features.** Customer may add the following features to the Dialpad Business Voice Service.

- (1) **Dialpad Additional Local Line.** Dialpad Additional Local Line allows the ability to add an additional local line for inbound calls. Customer must have one of the following Cloud Services in order to be eligible to purchase this Product: Dialpad Standard, Dialpad Pro, Dialpad Enterprise, Room Seat, Call Center Pro, Call Center Enterprise.

- (2) **Dialpad Additional Toll-Free Line.** Dialpad Additional Toll-Free Line allows Customer to offer a toll-free line for inbound calls from within the United States or Canada. In addition to the monthly recurring charge, additional charges of \$.02/minute for inbound usage for calls originating from the United States or Canada will be invoiced. Customer must have one of the following Cloud Services in order to be eligible to purchase this Product: Dialpad Standard, Dialpad Pro, Dialpad Enterprise, Room Seat, Call Center Pro, Call Center Enterprise. Compliance and administrative cost recovery fee and e911 cost recovery fee will only be billed to the End User and paid to Supplier when the product is sold.
- (3) **Dialpad Fax Line.** Dialpad Fax Line allows a user to send and receive faxes straight from the Dialpad desktop Application. The MRC below includes a 100-page monthly allotment. Usage exceeding the monthly allotment will be billed \$.10/sheet.
- (4) **Dialpad Room Line.** Dialpad Room Line provides a direct number for certain SIP-based phones located in conference rooms and other public access areas. Customer may contact it Sprint Account Representative for eligible SIP-based phones.
- (5) **Call Center-Pro.** Call Center-Pro is available as an add-on only to the Dialpad Pro Offering. Call Center-Pro requires a license for each agent added to a Call Center. Up to 200 agents per call center may be added. Up to 25 call queues can be supported. One license of Dialpad Pro is required for each license of Call Center-Pro. Call Center-Pro includes real-time dashboards, service level alerts, and real-time call monitoring.
- (6) **Call Center-Enterprise.** Call Center-Enterprise is available as an add-on only to the Dialpad Enterprise Offering. Call Center-Standard requires a license for each agent added to a Call Center. Up to 500 agents per call center may be added. Unlimited call queues can be supported. One license of Dialpad Enterprise is required for each license of Call Center-Enterprise. In addition to the features in Call Center-Pro, Call Center-Enterprise includes advanced analytics and the admin and reporting API.

#### C. Dialpad Pricing.

	MRC* PER LINE
<b>Dialpad Standard</b>	\$15.00 (1 Year Term Required)
<b>Dialpad Pro</b>	\$25.00 (1 Year Term Required)
<b>Dialpad Enterprise</b>	\$35.00 (1 Year Term Required)
<b>Dialpad Additional Local Line</b>	\$5.00
<b>Dialpad Additional Toll-Free Line</b>	\$5.00
<b>Dialpad Fax Line</b>	\$10.00
<b>Dialpad Room Line</b>	\$15.00
<b>Dialpad Call Center-Pro</b>	\$35.00
<b>Dialpad Call Center-Enterprise</b>	\$55.00

\* Customer's Service Pricing Discount is not applicable.

- (1) Sprint may change the pricing, terms, conditions and features set forth above without prior notice to Customer.
- (2) To utilize Dialpad Business Voice with certain devices, Customer may be required to purchase a data Business Plan.

#### D. Sprint Productivity Marketplace.

- (1) Customer must comply with the Sprint Productivity Marketplace Terms of Service, including the Sprint Software as a Service Terms of Services and any Application Specific Terms, which are incorporated into the Agreement as posted to: <https://business.sprint.com/terms-and-conditions/>. Customer will receive a system-generated email from the Sprint Productivity Marketplace for each Order placed. The email will contain a prompt for Customer to click-to-

accept the Sprint Software as a Service Terms of Service, as well as any Application Specific Terms. Customer must click the accept button in the email to complete the Order and gain access to the software.

- (2) In the event of a conflict between the terms and conditions of the Agreement and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service will control for the purchase and use of all Sprint Software as a Service, including Dialpad Business Voice and any related value added services.

**E. Technical Support.** For technical support related to Dialpad Business Voice, Customer should submit a technical request form at <http://sprint.custhelp.com/app/forms/CarefreeCloudSupport> or call Sprint's Carefree Cloud Support team at 855-234-1825, Monday through Friday, 7AM to 7PM CST.

**2.15. Dialpad UberConference.** UberConference Standard and UberConference Toll Free (collectively, "UberConference") are conferencing platforms from Dialpad, Inc. ("Dialpad") that enable Customer to establish audio conferencing services for up to 100 participants without requiring the use of Personal Identification Numbers.

**A. Features.** Each UberConference subscriber is provided with a unique host phone number, along with unlimited use of the UberConference platform. Conference participants are able to see the names of other participants on the call via their computer screens, as well as determine the speaking party at any given time. Call control features include mute and record.

- (1) Participants are responsible for any resulting toll charges from connecting to the UberConference number for UberConference Toll Free, the MRC below includes all toll charges incurred by conference participants from connecting to the UberConference number.

**B. UberConference Pricing.**

	MRC PER UBERCONFERENCE SUBSCRIBER*
<b>UberConference Standard</b>	\$10.00
<b>UberConference Toll Free</b>	\$20.00

\* Customer's Service Pricing Discount is not applicable.

- (1) **Subscriber Sharing.** UberConference subscriptions may not be shared. For example, if Customer wants to provide UberConference host capabilities to 50 Employees, Customer must purchase 50 UberConference subscriptions.
- (2) Sprint may change the UberConference pricing, terms, conditions and features without prior notice to Customer.
- (3) To utilize UberConference with certain devices, Customer may be required to purchase a data Business Plan.

**C. Sprint Productivity Marketplace.**

- (1) Customer must comply with the Sprint Productivity Marketplace Terms of Service, including the Sprint Software as a Service Terms of Services and any Application Specific Terms, which are incorporated into the Agreement as posted to: <https://business.sprint.com/terms-and-conditions/>. Customer will receive a system-generated email from the Sprint Productivity Marketplace for each Order placed. The email will contain a prompt for Customer to click-to-accept the Sprint Software as a Service Terms of Service, as well as any Application Specific Terms. Customer must click the accept button in the email to complete the Order and gain access to the software.
- (2) In the event of a conflict between the terms and conditions of the Agreement and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service will control for the purchase and use of all Sprint Software as a Service, including UberConference and any related value added services.

**D. Technical Support.** For technical support related to UberConference, Customer should submit a technical request form at <http://sprint.custhelp.com/app/forms/CarefreeCloudSupport> or call Sprint's Carefree Cloud Support team at 855-234-1825, Monday through Friday, 7AM to 7PM CST.

**2.16. Sprint GOCANVAS Add-On**

**A. Description.** GoCanvas is a service that utilizes digital forms to collect data and automate work flows. GoCanvas has the following attributes:

- SaaS-based, mobile cloud solution.
- Utilizes a drag-and-drop form building tool, as well as a library of existing templates.
- Can incorporate photos, location/time stamp, electronic signatures, barcode scanning, payment processing, and access to business data, such as, parts catalogs, labor rates, and price lists.
- Provides business intelligence tools.

**B. GoCanvas Requirements.** The GoCanvas app is compatible with Android and iOS devices, as well as PCs and tablets. Please see your Sprint Account Representative for details as to supported versions.

**C. Pricing.**

Pricing Options – Core Service	Business	Professional
Monthly	\$25.00 MRC	\$35 MRC
Annual (Order quantity 1 – 19)	\$264 ARC	\$372 ARC
Annual (Order quantity 20 – 49)	\$250 ARC	\$350 ARC
Annual (Order quantity 50 - 99)	\$231 ARC	\$323 ARC
Annual (Order quantity 100 – 199)	\$218 ARC	\$306 ARC
Annual (Order quantity 200 +)	\$200 ARC	\$280 ARC

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

Pricing Options – Ancillary Service	NRC
GoCanvas Form Conversion	\$1
GoCanvas Custom PDF Creation	\$1
GoCanvas Integration Support	\$1 <sup>1</sup>

<sup>1</sup> Integration support at \$1 is a way to provide an estimate for (and then ultimately invoice) any kind of extra work required for Customer. By way of example, if such extra work involved highly complex form creation and/or integration from the GoCanvas cloud to Customer’s data target, assuming the estimate was \$2,000, Customer would be invoiced for 2,000 units at \$1.00.

**D. Stipulations.**

- (1) Service Pricing Discounts. GoCanvas is not eligible for Service Pricing Discounts.
- (2) Customer’s use of GoCanvas is subject to Customer’s acceptance of the Canvas Terms of Service, as may be amended from time to time, found at <https://www.gocanvas.com/content/about-us/policy/canvas-terms-of-service>.
- (3) Customer must comply with the Sprint Productivity Marketplace Terms of Service, including the Sprint Software as a Service Terms of Services and any Application Specific Terms, which are incorporated into this agreement as posted to: <https://www.sprint.com/business/support/ratesTandCproducts.html>

Customer will receive a system-generated email from the Sprint Productivity Marketplace for each order placed. The email will contain a prompt for Customer to click-to-accept the Sprint Software as a Service Terms of Service, as well as any Application Specific Terms. Customer must click the accept button in the email to complete the order and gain access to the software.

- (4) In the event of a conflict between the terms and conditions of Customer’s master Agreement with Sprint and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service shall control for the purchase and use of all Sprint Software as a Service, including GoCanvas and any related value-added services. Definitions for capitalized terms used in this document can be found in the Sprint Software as a Service Terms of Service.
- (5) The GoCanvas plan features may change without notice at Sprint’s sole discretion and/or at GoCanvas’s sole discretion.

**(6) Technical Support.** For technical support related to GoCanvas, Customer should submit a technical request form to [support@gocanvas.com](mailto:support@gocanvas.com) with a clear description of the technical difficulty.

**2.17. MICROSOFT 365.** Microsoft 365 is a suite of cloud-based business apps that allows employees to connect and collaborate by storing, sharing and editing documents in order to work more effectively.

- A. Microsoft 365:** Includes some or all of the following features, based on product selection: the productivity suite of Outlook, Skype for Business, Teams, Exchange email, SharePoint, Enterprise Mobility + Security (EM+S), Intune, OneDrive, & Windows operating system. May also include alternate or additional services.
- B. Pricing for Microsoft 365 services.** For each Microsoft 365 application the Customer chooses, Sprint will charge Customer the applicable Monthly Recurring Charge(s) "MRC" per End User, as identified in the table below, unless otherwise noted.

PRODUCT	MRC PER END USER	Minimum Service Term
Office 365 Business Essentials	\$5.00	1 year
Office 365 Business	\$8.30	1 year
Office 365 Business Premium	\$12.50	1 year

Should Customer fail to complete the Minimum Service Term, Sprint will bill Customer for the number of months between the Minimum Service Term and the months that Customer continued its subscription to Microsoft 365.>

**C. Stipulations**

- (1) Service Pricing Discounts.** Microsoft 365 are not eligible for Service Pricing Discounts.
- (2)** Each Microsoft 365 license ordered requires a Carefree Cloud Plan, which may include the Carefree Cloud DIY Plan.
- (3) Additional Terms.** Customer must comply with the Sprint Productivity Marketplace Terms of Service, including the Sprint Software as a Service Terms of Services and any Application Specific Terms, which are incorporated into this agreement as posted to:

<https://www.sprint.com/business/support/ratesTandCproducts.html>

Customer will receive a system-generated email from the Sprint Productivity Marketplace for each order placed. The email will contain a prompt for Customer to click-to-accept the Sprint Software as a Service Terms of Service, as well as any Application Specific Terms. Customer must click the accept button in the email to complete the order and gain access to the software.

- (4)** In the event of a conflict between the terms and conditions of this Agreement and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service shall control for the purchase and use of all Sprint Software as a Service, including Microsoft 365 and any related value added services. Definitions for capitalized terms used in this document can be found in the Sprint Software as a Service Terms of Service.
- (5)** The Microsoft 365 pricing, terms and conditions are subject to change without prior notice to Customer.
- (6)** Certain applications require the purchase of a data Business Plan depending upon Customer's device.
- (7)** The Microsoft 365 product and plan features may change at Microsoft's sole discretion.
- (8) Technical Support.** For technical support related to Microsoft 365, Customers should send an email to [wstscarefreecloud@sprint.com](mailto:wstscarefreecloud@sprint.com) or call Sprint's Carefree Cloud Support team at 855-234-1825, Monday through Friday, 7AM to 7PM Central time.

**2.18. G SUITE.** G Suite is a suite of cloud-based business apps that allows employees to connect and collaborate in real time and on the move by storing, sharing and editing documents in order to work more effectively.

- A. G Suite:** Includes the productivity suite of Gmail, Google+, Google Calendar, Google Cloud Search, Google Contacts, Google Docs, Google Sheets, Google Slides, Google Forms, Google Drive, Google Groups for Business, Google Hangouts, Google Jamboard, Google Keep, Google Sites, and Google



Vault. Not all of the aforementioned elements appear in each specific G Suite Edition. See G Suite Application Specific Terms (at

[http://www.google.com/apps/intl/en/terms/reseller\\_premier\\_terms.html](http://www.google.com/apps/intl/en/terms/reseller_premier_terms.html)) for details.

**B. Pricing for G Suite services.** Pricing is available based on either annual or monthly billing, as described in the tables below.

- (1) Monthly Billing, no Minimum Service Term. For each G Suite Edition the Customer chooses, Sprint will charge Customer the applicable Monthly Recurring Charge(s) "MRC" per End User, as identified in the table below, unless otherwise noted.

	MRC PER END USER	Minimum Service Term
<b>G Suite Basic</b>	\$6.00	Not Applicable
<b>G Suite Business</b>	\$12.00	Not Applicable
<b>G Suite Enterprise</b>	\$25.00	Not Applicable

- (2) Annual, billed monthly. For each G Suite Edition the Customer chooses, Sprint will charge Customer the applicable Monthly Recurring Charge(s) "MRC" per End User, as identified in the table below, unless otherwise noted. This service will automatically renew at the end of each annual term, unless Customer provides written notice to Sprint of its intent to discontinue at least 30 days prior to the completion of the annual term. Please see your Sprint Account Representative for details.

	MRC PER END USER	Minimum Service Term
<b>G Suite Basic</b>	\$6.00	One Year
<b>G Suite Business</b>	\$12.00	One Year
<b>G Suite Enterprise</b>	\$25.00	One Year

Should Customer fail to complete the Minimum Service Term, Sprint will bill Customer for the number of months between the Minimum Service Term and the months that Customer continued its subscription to G Suite.

- (3) Annual Billing. For each G Suite Edition the Customer chooses, Sprint will charge Customer the applicable Annual Recurring Charge(s) "ARC" per End User, as identified in the table below, unless otherwise noted. This service will automatically renew at the end of each annual term, unless Customer provides written notice to Sprint of its intent to discontinue at least 30 days prior to the completion of the annual term. Please see your Sprint Account Representative for details.

	ARC PER END USER
<b>G Suite Basic</b>	\$50.00
<b>G Suite Business</b>	\$120.00
<b>G Suite Enterprise</b>	\$300.00

**C. Stipulations**

- (1) **Service Pricing Discounts.** G Suite is not eligible for Service Pricing Discounts.
- (2) **Additional Terms.** Customer must comply with the Sprint Productivity Marketplace Terms of Service, including the Sprint Software as a Service Terms of Services and any Application Specific Terms, which are incorporated into this agreement as posted to: <https://www.sprint.com/business/support/ratesTandCproducts.html>
- (3) Customer will receive a system-generated email from the Sprint Productivity Marketplace for each order placed. The email will contain a prompt for Customer to click-to-accept the Sprint

Software as a Service Terms of Service, as well as any Application Specific Terms. Customer must click the accept button in the email to complete the order and gain access to the software. There may also be terms and conditions from Google that must be accepted prior to accessing the software.

- (4) In the event of a conflict between the terms and conditions of the Customer Master Contract with Sprint and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service shall control for the purchase and use of all Sprint Software as a Service, including G Suite and any related value added services. Definitions for capitalized terms used in this document can be found in the Sprint Software as a Service Terms of Service.
- (5) The G Suite pricing and terms and conditions are subject to change without prior notice to Customer.
- (6) Certain applications may require the purchase of a data Business Plan depending upon Customer's device.
- (7) The G Suite product and plan features may change at Google's sole discretion.
- (8) **Technical Support.** For technical support related to G Suite, Customers should submit a technical request form at <http://sprint.custhelp.com/app/forms/CarefreeCloudSupport> or call Sprint's Carefree Cloud Support team at 855-234-1825, Monday through Friday, 7AM to 7PM CST.

**2.19. MOBI Wireless Management ("MOBI") Mobility Management Services (Excluding BYOD).** A minimum aggregate MRC in each billing cycle of \$2,500 is required (all Services in the table below are contributory). For each billing cycle in which Customer does not meet the minimum aggregate MRC, Sprint will bill Customer for the difference between \$2,500 and the aggregate MRCs actually billed for the Services listed in the table below.

<b>Mobility Management Services</b> (Includes up to 35 hours of implementation services, after which, Professional Services hourly rates will apply)	<b>MRC</b> (unless otherwise indicated)	<b>NRC</b> (unless otherwise indicated)
<b>Offer A – MOBI Starter</b>		
MOBI Starter - Voice Device, Smart Device, Cellular Enabled Tablets	\$2.75	N/A
MOBI Starter - Data Only Devices (Aircards / Connection Cards / WiFi Only Tablets)	\$2.25	N/A
MOBI Starter – M2M Devices, Pagers, Airave	\$1.00	N/A
<b>Offer B - MOBI Basic</b>		
MOBI Basic - Voice Device, Smart Device, Cellular Enabled Tablets	\$3.75	N/A
MOBI Basic - Data Only Devices (Aircards / Connection Cards / WiFi Only Tablets)	\$3.00	N/A
MOBI Basic – M2M Devices, Pagers, Airave	\$1.50	N/A
<b>Offer C – MOBI Complete</b>		
MOBI Complete - Voice Device, Smart Device, Cellular Enabled Tablets	\$6.50	N/A
MOBI Complete - Data Only Devices (WiFi Only Tablets)	\$4.75	N/A
MOBI Complete - Data Only Devices (Aircards / Connection Cards)	\$4.25	N/A
MOBI Complete – M2M Devices, Pagers, Airave	\$2.50	N/A
<b>Offer D - Mobile Device Management ("MDM") Support and Features</b>		

<b>Mobility Management Services</b> (Includes up to 35 hours of implementation services, after which, Professional Services hourly rates will apply)	<b>MRC</b> (unless otherwise indicated)	<b>NRC</b> (unless otherwise indicated)
Annual Support	N/A	\$66.00 Annual Recurring Charge
Monthly Support	\$5.50	N/A
<b>Offer E: Upgrade/Add-On Options</b>		
Professional Services	N/A	\$235.00 per hour
24X7 Help Desk—Basic	\$0.50	N/A
24X7 Help Desk—Premium	\$1.50	N/A
Line Discovery/Recovery Services (SMS)	N/A	\$0.33
VIP Support	\$1000	N/A
<b>Device Provisioning/Kitting:</b>		
Standard Kit	N/A	\$20.00 + shipping
Premium Kit	N/A	\$33.00 + shipping
Standard Return	N/A	\$12.00 + shipping
Premium Return	N/A	\$20.00 + shipping
<b>On-Site Support:</b>		
Full time equivalent on-site (minimum of 1 year)	\$12,500	N/A
Full time equivalent on-site for 1 week	\$3,400 per week + expenses	N/A

**A. MOBI Wireless Management (“MOBI”) BYOD Management Services.** Customer must maintain at least 1,000 lines with one or more of the management Services listed in the table below. Although MOBI BYOD Management Services do not have a Minimum Service Term, Customer must provide at least 60 days’ written notice to Sprint to terminate MOBI BYOD Management Services.

<b>BYOD Management Services</b>	<b>MRC</b> (unless otherwise indicated)	<b>NRC</b> (unless otherwise indicated)
BYOD Managed Service only (No Help Desk)	\$1.75	N/A
BYOD Help Desk (M–F 8AM – 5PM)	\$2.00	N/A
<b>Options &amp; Upgrades</b>		
BYOD Professional Services	N/A	\$235 per hour
Upgrade to 24X7 Help Desk – Basic	\$0.50	N/A
Upgrade to 24X7 Help Desk – Premium	\$1.50	N/A

**2.20. Non – Sprint Inventoried Embedded Computing Connection and Router Plan**

**A.** The Non – Sprint Inventoried Embedded Computing Connection Plan and Router Plan provides EVDO (using CDMA technology) data functionality and Sprint 4G data functionality in certain coverage areas of the United States. Sprint 4G Network coverage is not available everywhere and requires a 4G Network data-compatible embedded connection device or approved router. Customer may contact its Sprint Account Representative or visit [www.sprint.com/coverage](http://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. Embedded Computing Connection and Router Plan Charges**

<b>MRC</b>	<b>\$7.00<sup>1</sup></b>
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Data Services limitation in Gigabytes ("GB")	1 GB
Overage charge for additional data Services usage above plan limit	\$7.00 per GB <sup>2</sup>
Data Roaming limitation in Megabytes ("MB")	100 MB <sup>2</sup>
Overage charge for additional data Roaming usage above plan limit	\$0.25 per MB <sup>2</sup>

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

<sup>2</sup> 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 Embedded Computing Connection and Router Plan includes data usage up to the plan's Data Services limitation on the Sprint 4G Network (if included), 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 (if included), then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- (2) Data usage on the Sprint 4G Network requires a 4G capable device.
- (3) Roaming is not available on the Sprint 4G Network at this time.
- (4) Premium Services content is not available with this Business Plan.
- (5) 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 intended to be used for 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 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; to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; or 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.
- (6) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

## 2.21. Unsubsidized Mobile Broadband Plan.

### A. Mobile Broadband Plan Charges – Unsubsidized Only

MRC	\$10.00 <sup>1</sup>	\$22.99 <sup>1</sup>
Data Services limitation in Gigabytes ("GB")	2 GB <sup>3</sup>	Unlimited for Acceptable Use <sup>4</sup>
Overage charge for additional data Services usage above plan limit	N/A	N/A
Data Roaming limitation in Megabytes ("MB")	100MB	300MB
Overage charge for additional data Roaming usage above plan limit	\$0.25 per MB <sup>2</sup>	\$0.25 per MB <sup>2</sup>
Device Eligibility	Unsubsidized Only	Unsubsidized Only

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

<sup>2</sup> 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. Customer may be liable for both overage charges if Customer's usage in a given month exceeds both the plan's Data Services limitation and Data Roaming limitation.

<sup>3</sup> Once each of Customer's individual devices exceeds the plan's Data Services limitation, Sprint will throttle data speeds to 128kb for remainder of the billing cycle with no additional charges. 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.

<sup>4</sup> Unlimited use available while on the Sprint network. Sprint reserves the right to throttle, modify or suspend wireless data Service to a device on the Unlimited for Acceptable Use Plan above if such device exceeds 25GB/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.

- (1) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.
- (2) Customer will be charged an additional MRC of up to \$25 for any rate plan utilizing a device procurement method that is incompatible with the Device Eligibility row in the table above.

## 2.22. Unlimited Mobile Broadband Plan

### A. Unlimited Mobile Broadband Plan Charges

MRC	NET \$29.99 <sup>1</sup>
Usage Included	Unlimited for Acceptable Use <sup>2</sup>
Data Roaming limitation in Megabytes ("MB")	300 MB
Additional data Roaming usage above 100 MB	\$0.25 per MB <sup>3</sup>

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

<sup>2</sup> Unlimited use available while on the Sprint network. Sprint reserves the right to modify, throttle or suspend wireless data Service to a device on the Unlimited for Acceptable Use Plan above if such device exceeds 25GB/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.

<sup>3</sup> 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.

- B. 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 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 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.

### 2.23. Tablet Plans

<b>MRC</b>	<b>\$29.99<sup>1</sup></b>
Data Services limitation in Megabytes ("MB") or Gigabytes ("GB")	Unlimited for Acceptable Use <sup>2</sup>
Overage charge for additional data Services usage above data Services limitation <sup>2</sup>	N/A
Data Roaming limitation in Megabytes ("MB")	300MB
Overage charge for additional data Roaming usage above data Roaming limitation	\$0.25 per MB

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

<sup>2</sup> Unlimited use available while on the Sprint network. Sprint reserves the right to modify, throttle or suspend wireless data Service to a Device on the Unlimited for Acceptable Use Plan above if such device exceeds 25GB/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.

### 2.24. Public Sector Unlimited Feature Phone

#### A. Pricing

	<b>Public Sector Unlimited Feature Phone</b>
<b>NET MRC</b>	<b>NET \$19.99<sup>1</sup></b>
Anytime Minutes	Unlimited
Sprint Direct Connect Plus™	Included
Messaging	Unlimited

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

**B.** Roaming Charges are included.

**C.** Sprint Direct Connect Plus™ is available on select devices

### 2.25. Sprint Custom Feature Phone Plan. – BYOD or Full SRP

	<b>Sprint Custom Feature Phone Plan</b>
<b>NET MRC</b>	<b>\$9.99</b>
Anytime Minutes	\$0.06 per Minute
Messages	Unlimited
Device Eligibility	BYOD or Full SRP Feature Phone Only
Sprint Direct Connect Plus™	Included

**A.** Customer will be charged an additional MRC of up to \$25 for any rate plan utilizing a device procurement method that is incompatible with the Device Eligibility row in the table above.

**B.** Above plan is not available for Installment Billing.

**C.** Sprint Custom Feature Phone Plans are not eligible for the Corporate Service Pricing Discount.

**2.26. Non – Sprint Inventoried Embedded Computing Connection for Chromebooks****A. Non – Sprint Inventoried Embedded Computing Connection for Chromebook Plan Charges**

<b>MRC</b>	<b>\$8.00<sup>1</sup></b>	<b>\$15.00<sup>1</sup></b>	<b>\$15.00</b>
Data Services limitation prior to throttling	2 GB	15 GB	15 GB
Date Overage Charge above Data Services limitation	\$0.05/MB	N/A	\$0.05/MB
Throttling level	N/A	256 Kbps	N/A
Roaming Limit	100 MB	100 MB	100 MB
Roaming Overage Charge	\$0.25/MB	\$0.25/MB	\$0.25/MB
Device Eligibility	Chromebook procured from third party vendor	Chromebook procured from third party vendor	Chromebook procured from third party vendor
Like Plan Pooling	Included	N/A	Included
Mobile Device Management Requirement	N/A	N/A	Data Link

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

- (1) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.
- (2) Neither Static IP nor Data Link is permitted with the rate plan that throttles after 15 GB. Should Sprint determine that Customer is utilizing Data Link or Static IP with the rate plan that throttles after 15 GB, Sprint reserves the right to discontinue service.
- (3) Data Link is required on all lines using the 15GB rate plan that includes Like-Plan Pooling. Should Sprint determine that Customer is not using Data Link with the 15GB rate plan that includes Like-Plan Pooling, Sprint reserves the right to discontinue service.
- (4) Seasonal Standby plan as outlined in Section 3.27 may be utilized annually for no more than 3 months.
- (5) Minimum Service Term of the Non-Sprint Inventoried Embedded Computing Connection for Chromebook plan is 12 Months.
- (6) Data will be pooled among devices in the rate plans in the table above provided all subscribers are on the same rate plan and same BAN.
- (7) Should Customer cancel service on a subscriber line, the cancelled device may not be put back in service for a minimum of 180 days, without Sprint's consent.
- (8) 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.

**2.27. SPRINT SEASONAL STANDBY PLAN – For Chromebooks.**

**A. Description.** The Sprint Seasonal Standby Plan allows Customer to place Chromebook devices on inactive status for a period not to exceed 3 consecutive months. Only Corporate-Liable Active Units that have been active on another Business Plan for a minimum of 3 consecutive months are eligible for the Sprint Seasonal Standby Plan. At the end of the inactive status period, all Corporate-Liable Active Units on the Sprint Seasonal Standby Plan will be moved to a generally available Business Plan, which will depend on the applicable device type, unless Customer notifies Sprint in writing at least 30 days prior to the expiration of the Sprint Seasonal Standby Plan and specifically requests a particular Business Plan. Customer may incur usage charges in addition to the new Business Plan MRC. Time spent as inactive on the Sprint Seasonal Standby Plan does not count toward the fulfillment of a Corporate-Liable Active Unit's Minimum Service Term. A Corporate-Liable Active Unit's Minimum Service Term, and the number of months contributing to upgrade eligibility, will be extended for the length of time the Corporate-Liable Active Unit spent as inactive on the Sprint Seasonal Standby Plan. Sprint reserves the right to limit the devices that can be used with this Business Plan. The Sprint Seasonal Standby Plan may not be available in all Sprint tools, including self-service tools such as Enhanced Account Manager. Sprint reserves the right to remove the Sprint Seasonal Standby Plan at any time.

**B. Pricing.** Sprint will charge Customer the following charges:

<b>MRC</b>	<b>\$5.00* per Corporate-Liable Active Unit</b>
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\*MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

- (4) Corporate-Liable Active Units on the Sprint Seasonal Standby Plan will not have access to any voice or data features. Customer will be liable for any applicable taxes, fees, charges and surcharges.

**C. Service Credits, Wireless Device Discounts, Rebates.** Corporate-Liable Active Units on the Sprint Seasonal Standby Plan are not eligible for service credits, wireless device discounts, or rebates.

**2.28. Non – Sprint Inventoried Embedded Computing Connection and Router Plan**

**A.** The Non – Sprint Inventoried Embedded Computing Connection Plan and Router Plan requires a 4G Network data-compatible embedded connection device. 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. Non – Sprint Inventoried Embedded Computing Connection and Router Plan Charges**

<b>MRC</b>	<b>\$29.99<sup>1</sup></b>
Data Services limitation in Gigabytes ("GB")	Unlimited for Acceptable Use <sup>2</sup>
Data Roaming limitation in Megabytes ("MB")	300 MB
Overage charge for additional data Roaming usage above plan limit	\$0.25 per MB <sup>3</sup>

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

<sup>2</sup> Unlimited use available while on the Sprint network. Sprint reserves the right to throttle, modify or suspend wireless data Service to a device on the Unlimited for Acceptable Use Plan above if such device: (i) exceeds an average of 50 GB/month on a Customer billing account; or (ii) a Customer Line exceeds 75 GB/month, 300 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

<sup>3</sup> 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.

**2.29. VMware Enterprise Mobility Management.** Sprint offers a variety of VMware Enterprise Mobility Management offers ("VMware Offers") from VMware, Inc., including cloud-based and perpetual licenses of Mobile Device Management, Application Management Services, Content Management Services, and Identity Management Services.

**A. Pricing.** For each VMware Offer Customer chooses, Sprint will charge Customer based on the table below, unless otherwise noted, conditional upon Sprint being granted deal registration by VMware for Customer's intended purchase.

**B. Deal Registration.** Should VMware not grant deal registration, Customer's pricing will increase by up to 20%, retroactive to the time of the initial activation. Please see your Sprint Account Representative to ensure that deal registration has been completed successfully

<b>VMWare Enterprise Mobility Management</b>			
<b>VMWare SKU</b>	<b>Description</b>	<b>Price</b>	<b>Scope of Price *</b>
ASD-AAEXB-12MT0-C1S	VMware AirWatch Express - Shared Cloud - Per Device - SaaS Basic Support - Subscription - 12 Monthly Payments	\$2.58	MRC



<b>VMWare Enterprise Mobility Management</b>			
<b>VMWare SKU</b>	<b>Description</b>	<b>Price</b>	<b>Scope of Price *</b>
ASD-AAEXB-12PT0-C1S	VMware AirWatch Express - Shared Cloud - Per Device - SaaS Basic Support - Subscription - 12 Month Prepaid	\$30.90	MRC
WPH-LWSDB-12PT0-C1S	Basic Support/Subscription for VMware Workspace ONE Standard (Includes AirWatch) Perpetual: 1 Device (for add on of Shared or Managed Hosting Environments only) for 1 year	\$13.02	1 YR RC
WPH-LWSUB-12PT0-C1S	Basic Support/Subscription for VMware Workspace ONE Standard (Includes AirWatch) Perpetual: 1 User (for add on of Shared or Managed Hosting Environments only) for 1 year	\$23.52	1YR RC
WPH-LWADB-12PT0-C1S	Basic Support/Subscription for VMware Workspace ONE Advanced (Includes AirWatch) Perpetual: 1 Device (for add on of Shared or Managed Hosting Environments only) for 1 year	\$23.52	1YR RC
WPH-LWAUB-12PT0-C1S	Basic Support/Subscription for VMware Workspace ONE Advanced (Includes AirWatch) Perpetual: 1 User (for add on of Shared or Managed Hosting Environments only) for 1 year	\$46.83	1YR RC

\* The following legend describes the selections in the Scope of Price column:

1 YR RC – An annual charge that pays for one year of service. Customer will not automatically renew at the end of the year.

2 YR RC – An upfront charge that pays for two years of service. Customer will not automatically renew at the end of the second year.

3 YR RC – An upfront charge that pays for three years of service. Customer will not automatically renew at the end of the third year.

MRC – A monthly recurring charge that carries a Minimum Service Term equal to the number of Monthly Payments identified in the Description.

OTC – A nonrecurring charge.

**2.30. SPRINT FLAT RATE BUSINESS PLAN – SDC PLUS INCLUDED**

- 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.

<b>Monthly Recurring Charge (“MRC”)</b>	<b>\$15.00 NET MRC</b>
Per Minute Rate for all voice minutes used including Anytime Minutes, Nights & Weekends, Nationwide Long Distance, and Sprint Mobile-to-Mobile Calling	\$0.06
Sprint Direct Connect Plus	Included
Caller ID & Voice Mail	Included

(1) Roaming Included

**2.31. SPRINT FLAT RATE BUSINESS PLAN – Unsubsidized Only**

- 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”)	\$0.00 NET MRC
Per Minute Rate for all voice minutes used including Anytime Minutes, Nights & Weekends, Nationwide Long Distance, and Sprint Mobile-to-Mobile Calling	\$0.06
Sprint Direct Connect Plus	\$5.00
Shared Minutes	Not Available
Caller ID & Voice Mail	Included
Unlimited Mobile to Mobile	Not Included
Unlimited Nights and Weekends beginning at 9PM	Not Included
Device Eligibility	Unsubsidized

- (2) Activations on the above plan are not permitted via a Business Solutions Provider (BSP) or on a smartphone.
- (3) Each end user may have a maximum of 5% of its Customer-Liable Active Units on the Sprint Flat Rate Business Plan. If the percentage of users on the Sprint Flat Rate Plan exceeds 5% of the total number of Customer-Liable Active Units, Sprint reserves the right to reject new orders for the Sprint Flat Rate Business Plan until the 5% ratio is achieved. Individual Liable lines are not eligible for this rate plan.
- (4) Customer will receive a \$10 monthly discount off of the Business Plan above for “Unsubsidized” devices to get to the NET MRC listed in the table above. An Unsubsidized device is a device that is (a) leased from Sprint pursuant to a separate Business Lease Agreement with Sprint, (b) purchased from Sprint at full Suggested Retail Price either (i) pursuant to a separate Installment Agreement with Sprint, or (ii) at the point of sale, or (c) provided by Customer. Discounts are applied within two bill cycles and discounts are not prorated.

### 2.32. Sprint Data Link

- A. **Simple Data Link connectivity.** The Sprint Data Link option provides Customer simple Data Link connectivity via IPVPN, MPLS or Sprint Link Frame Relay (SLFR). A one-time Data Link network connectivity fee of \$500 will apply to new Data Link customers.
- B. **IP Addresses.** Dynamic IP address assignment is the default method currently in use by the Sprint Data Link solution. Sprint will not charge Customer MRCs for Sprint-provided dynamic IP addresses or Customer-provided IP addresses.
- (5) Data Link can also support customer specific dynamic and static IP address assignments that comply with “RFC 1918 - Address Allocation for Private Internets.”
- (a) Supported IP Address Range – 10.X.X.X, 172.16.X.X and 192.168. X.X.
- C. **Implementation Options.** Customer selects one of the following implementation options for Sprint Data Link (must select one):
- Option 1 - Sprint Data Link via IP VPN
- Option 2 - Sprint Data Link via SprintLink Frame Relay
- Option 3 - Sprint Data Link via MPLS VPN
- D. **Additional Terms.** Customer must comply with the Sprint Data Link Product Annex, which is posted in the “Product-specific Terms” section of the Rates and Conditions Website.

- 2.33. **SPRINT ENTERPRISE MESSAGING.** Sprint Enterprise Messaging is a suite of messaging solutions provided by TeleMessage Ltd. (“TeleMessage”). Customer must purchase Sprint Enterprise Messaging solutions through Sprint’s Productivity Marketplace. Customer’s use of Sprint Enterprise Messaging solutions is subject to acceptance of the TeleMessage End User License Agreement (“TeleMessage Terms”) presented to Customer at the time of purchase. The TeleMessage Terms are subject to change without prior notice to Customer.

- A. Sprint Enterprise Messaging Gateway (EMG).** EMG allows Customer to send messages to large numbers of Employees, including those who have Sprint devices and those who have devices from other carriers. Features include the ability to send text messages exceeding 160 characters as one message, notification of message delivery, and integration with some Customer IT systems. Except as otherwise set forth below, charges are applied at Customer's Billing Account Number (BAN) level.
- B. EMG Pricing for IP Messages to any Carrier's Wireless Devices or SMS to Sprint Wireless Devices.**

	10,000 Messages **	100,000 Messages **	Unlimited Messages
MRC*	\$60	\$500	\$5,000

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

\*\* Customer may not exceed the number of purchased messages in a billing cycle. To send additional messages, Customer must purchase an additional allotment.

- C. EMG Pricing for EMG Originated SMS to Other Carriers.**

	1,000 Messages
MRC*	\$60
Per message coverage**	\$0.06

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

\*\* Coverage is aggregated and billed separately to one Customer-designated Customer Line.

- D. Sprint Enterprise Messenger (SEM).** SEM provides a messaging client available for any wireless device using Android and iOS platforms. Features include IP messaging capabilities on the device, rich content, group chat, messages in excess of 160 characters, centralized user management and reporting, and segregation of business and personal messages. Charges are applied at Customer's Billing Account Number (BAN) level, based on the number of devices activated.

	Unlimited Messages
MRC*	\$1.99

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

- E. Sprint Secure Enterprise Messenger (SSEM).** SSEM provides a messaging client available for any wireless device using Android and iOS platforms. SSEM features include IP messaging capabilities on the device, rich content, group chat, messages in excess of 160 characters, centralized user management and reporting, segregation of business and personal messages, message encryption, HIPAA and SOX compliance capabilities, smart message management (e.g., auto-erase and securely save messages) and centralized control (e.g., remotely wipe messages and remotely lock applications). Charges are applied at Customer's Billing Account Number (BAN) level, based on the number of devices activated.

	Unlimited Messages
MRC*	\$4.99

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

#### 2.34. SPRINT SECURE MOBILE AI

- A. Description.** Sprint Secure Mobile AI offers advanced on-device mobile threat protection. Developed specifically for mobile devices, Sprint Secure Mobile AI seeks to mitigate threats to mobile devices and their applications from cyber-attacks by providing device risk assessments and threat alerts. Organizations can minimize exposure of their sensitive data and reduce the likelihood that their customers and partners' data would be jeopardized by malicious and fraudulent activity. The solution provides an on-device detection agent that seeks to protect the entire device, not just mobile applications, from multiple attack vectors, including anti-virus, next generation Anti-Virus, anti-phishing and MTTM.

**B. Terms and Conditions.** Customer's use of the Sprint Secure Mobile AI is subject to Customer's acceptance of the Sprint Secure Mobile AI End User License Agreement available at <https://www.zimperium.com/zimperium-eula> as may be amended from time to time.

- (1) Customer will receive a system-generated email from the Sprint Productivity Marketplace for each order placed. The email will contain a prompt for Customer to click-to-accept the Sprint Software as a Service Terms of Service, as well as any Application Specific Terms. Customer must click the accept button in the email to complete the order and gain access to the software.
- (2) In the event of a conflict between the terms and conditions of this Agreement and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service shall control for the purchase and use of all Sprint Software as a Service.
- (3) Sprint provides Sprint Secure Mobile AI on an "as-is" basis with no warranties and makes no representations of any kind, express or implied, with respect to the Sprint Secure Mobile AI service. Sprint grants Customer a limited, revocable, non-exclusive, non-transferable license to use Sprint Secure Mobile AI for Customer's individual use. Customer may not sell, resell, transfer, copy, translate, publish, create derivative works of, make any commercial use of, modify, reverse engineer, decompile, or disassemble the software. This license may be revoked at any time.
- (4) Sprint Secure Mobile AI can transmit information via a Wi-Fi connection or a cellular connection, not included herein.
- (5) Sprint Secure Mobile AI pricing, terms and conditions are subject to change without prior notice to Customer.
- (6) Product and plan features may change at [VENDOR]'s sole discretion.

**C. Pricing.** For each Sprint Secure Mobile AI option that Customer chooses, Sprint will charge Customer the applicable Monthly Recurring Charge(s) ("MRC") per end-user or Annual Recurring Charge(s) "ARC" at the Customer level, as identified in the table below, unless otherwise noted. Customers seeking a complete downloadable app should choose Sprint Secure Mobile AI Licenses (SMB or Ent) whereas Customers seeking to integrate the service into an existing app should choose Sprint Secure Mobile AI zIAP. Additionally, Customer may select additional services requiring an ARC, charged at the Customer level.

Sprint Secure Mobile AI License SMB (MRC)	\$3.25
Sprint Secure Mobile AI License ENT (MRC)	\$3.25
Sprint Secure Mobile AI Dedicated (ARC)	\$48,000
Sprint Secure Mobile AI FR (ARC)	\$120,000
Sprint Secure Mobile AI On-prem (ARC)	\$80,000
Sprint Secure Mobile AI zIAP (MRC)*	\$0.50

\*The Sprint Secure Mobile AI zIAP product targets threat protection only for the app into which it is integrated.

**D. CUSTOMER SERVICE.** If Customer experiences any service problems and requires assistance, Customer may contact Sprint Business Care at 800-927-2199.

**2.35. LMR Interoperability Setup Service for Sprint Direct Connect Plus ("LMR Interop").** LMR Interop assists Customer in utilizing its existing land mobile radio ("LMR") system in conjunction with Sprint's Direct Connect Plus application, allowing inter-system communication between LMR devices and Sprint Direct Connect Plus. LMR Interop is provided in conjunction with Motorola Solutions Inc. ("MSI").

**A.** Customer will utilize a Radio Over IP ("RoIP") gateway, which will connect to a Customer provided LMR donor radio using a matched cable. This RoIP gateway is an active network device which facilitates the interfacing of Customer's radio with Sprint's SDC Plus system.

**B. Charges.**

<b>LMR Interoperability Support levels</b>	<b>NRC*</b>
Assisted RoIP	\$4,500
Managed RoIP	\$6,500
Upgrade charge for Customers migrating from Assisted to Managed	\$2,000

\* NRCs are net of all discounts. Customer's Service Pricing Discount is not applicable.

- (1) Pricing in the table above is applicable for one single implementation at one single location. Should Customer require additional implementations or locations, additional charges would apply.
- (2) Customer must assign a single point of contact for MSI to support the deployment.
- (3) Customer must comply with all technical requirements for the deployment, as identified by Sprint or MSI. More detailed information can be provided upon Customer request.
- (4) SDC Plus subscribers for whom Customer wishes to utilize LMR Interop must purchase both SDC Plus service and a separate LMR Interop buy-up. Both services will be provided at the prevailing rates.

**C. Support Only.** No hardware or network service is provided based on the pricing in the table above. Customer must provide a supported RoIP gateway, as well as the necessary cabling and any additional product necessary to interface with the LMR system. The gateway is an active network device which may consume IP resources on the Customer's network. Customer is responsible for performing the necessary configuration steps to the connected network, the IP gateway equipment, and the backhaul network.

**D. Features.** The following features are available based on Customer's selected support level.

- (1) Assisted RoIP features:
  - (a) Process Site Survey and VPN Forms – used to complete the necessary changes from the Push to Talk over Cellular server side to allow connect on the end user site.
  - (b) Email Support Line – used to engage MSI via email to request support for implementation activities

### 2.36. SPRINT SECURE AI

**A. Description.** Sprint Secure AI powered by Cybereason delivers endpoint detection and response (EDR) for customer's PCs, laptops and servers. Sprint Secure AI is an agent-based solution for PCs, laptops, and servers and integrates the following elements of security into a single license.

**B. Protect** - Antivirus, Next-generation antivirus, Anti-ransomware, Anti-PowerShell

**C. Detect** - Active Monitoring with Immediate notification

**D. Remediate** - Recommendations to respond to the issues

The solution utilizes artificial intelligence ("AI") to correlate multiple attack vectors to determine the scope and magnitude of a security breach/issue. The use of AI allows the solution to seek to understand the malicious activities and provide a recommended course of action.

**E. Terms and Conditions.**

- (1) Customer's use of the Sprint Secure AI is subject to Customer's acceptance of the Sprint Secure AI End User License Agreement available at [https://www.cybereason.com/hubfs/Compliance%20and%20Legal/Cybereason%20-%20Form%20of%20License%20and%20Services%20Agreement%20\(Online%20Version\)%20\(May%202018\).pdf](https://www.cybereason.com/hubfs/Compliance%20and%20Legal/Cybereason%20-%20Form%20of%20License%20and%20Services%20Agreement%20(Online%20Version)%20(May%202018).pdf) as may be amended from time to time.
- (2) Customer will receive a system-generated email from the Sprint Productivity Marketplace for each order placed. The email will contain a prompt for Customer to click-to-accept the Sprint

Software as a Service Terms of Service, as well as any Application Specific Terms. Customer must click the accept button in the email to complete the order and gain access to the software.

In the event of a conflict between the terms and conditions of this Agreement and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service shall control for the purchase and use of all Sprint Software as a Service, available at <https://www.sprint.com/business/support/ratesTandCproducts.html>.

- (3) Sprint provides Sprint Secure AI on an “as-is” basis with no warranties and makes no representations of any kind, express or implied, with respect to the Sprint Secure AI service. Sprint will have no liability to Customer in the event Customer experiences a security breach despite Customer’s use of Sprint Secure AI. Sprint grants Customer a limited, revocable, non-exclusive, non-transferable license to use Sprint Secure AI for Customer’s individual use. Customer may not sell, resell, transfer, copy, translate, publish, create derivative works of, make any commercial use of, modify, reverse engineer, decompile, or disassemble the software. This license may be revoked at any time.

- F. **Pricing.** For each license requested, Customer will select one of the MRC options below. Additionally, Customer will be responsible for an account-level Sprint Secure AI Install NRC, and Customer may optionally select the account-level Sprint Secure AI Advanced Hunt Services.

Sprint Secure AI License (MRC)	\$25.00
Sprint Secure AI License Dedicated (MRC)	\$22.50
Sprint Secure AI Install (NRC)	\$10,000
Sprint Secure AI Advanced Hunt Services (NRC)	\$70,000

- G. **CUSTOMER SERVICE.** If Customer experiences any service problems and requires assistance, Customer may submit a technical request to [Support@cybereason.com](mailto:Support@cybereason.com) with a clear description of the technical difficulty.

- 2.37. **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.

2.38. **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 this Attachment, the Corporate Service Pricing Discount 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 Customer Line 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.

3. **DISCOUNTS**

3.1. **Service Pricing Discount.**

- A. **Effective Date of Service Pricing Discount.** For Customer Lines activated during the Pricing Term of this Attachment, the Service Pricing Discount applies no later than 60 days after the date of activation. For Customer Lines activated under a prior agreement between Sprint and Customer, Sprint will apply the Service Pricing Discount no later than 60 days after the Effective Date.
- B. **Application of Service Pricing Discount.** Unless otherwise noted in the terms of the applicable Business Plan, the Service Pricing Discount applies 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 the Service Pricing Discounts. The Service Pricing Discount may apply to the MRC of certain promotional rate plans, which Sprint may offer on a limited time basis, at Sprint's discretion. Only Customer Lines that are included in Customer's Sprint account hierarchy are eligible for the Service Pricing Discount. Customer's contractors, suppliers, and any non-government, non-authorized agencies working with Customer are not eligible for the **Service Pricing Discount**.

- C. Active Unit Commitment Level.** Customer's Active Unit Commitment Level is 1 Active Units. Sprint may review the number of Customer Lines and Employee Lines (the "Active Unit Count") at any time. If the Active Unit Count does not meet or exceed the Active Unit Commitment Level, Sprint may reduce the Service Pricing Discount. If Customer does not have at least 1 Customer Lines at any time, Sprint may cease applying the Service Pricing Discount and the Employee Discount described below. M2M Devices activated for use on an International M2M Network will not be included in the Active Unit Count. An "Employee Line" is the same as an "Individual-Liable Active Unit," as defined in the Wireless Services Product Annex.

- (1) Service Pricing Discount.** The Service Pricing Discount, described in the table below, is a percentage discount off the eligible monthly recurring charges ("MRCs") charged for Customer Lines. Employee Lines are eligible for the Employee Discount below after contacting a Sprint representative and meeting the eligibility requirements in Section 4.4A ("Eligible Employees").

<b>Service Pricing Discount</b>
25%

**3.2. Wireless Device Discount; Upgrade Terms; Exclusions.**

- A. Wireless Device Discount.** New Customer Lines may be eligible for a discounted device price with a device Minimum Service Term of 24 months. Sprint may offer different discounted device prices for devices with different device Minimum Service Terms. 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 discounted device 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 discounted device 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.

**3.3. Accessory Discount.** Customer will receive a 25% discount off of the national retail price for select accessories purchased for Customer Lines and Employee Lines.

**3.4. Employee Discount Program.**

- A. Eligible Employees.** Subject to the terms in this Section 3.4, Employees who sign Sprint's consumer subscriber agreement, and provide to Sprint satisfactory evidence of employment with Customer, will be eligible to receive a financial benefit ("Employee Discount"). The Employee Discount may be in the form of a fixed dollar consumer rate plan discount, or a percentage off discount of **19%**, in either case applied to eligible Sprint consumer rate plans before taxes and surcharges, or a gift card, incentive item or other similar offer. Overage, usage-based, third party applications and services, and other charges are not eligible for the Employee Discount. Customer will use commercially reasonable efforts to comply with Sprint's employment verification requests and methods. Upon (1) termination of this Attachment for any reason, (2) an Employee's termination of employment with Customer, or (3) Sprint's determination that an Employee is not in compliance with the consumer subscriber agreement, Sprint may cease providing the Employee Discount. In addition, Sprint reserves the right to discontinue offering the Employee Discount for new Sprint accounts activated following expiration of the Pricing Term of this Attachment. Except for the conditions set forth above, Employee Lines are governed

exclusively by the terms and conditions in the consumer subscriber agreement, including those terms and conditions relating to the applicability of the Employee Discount to rate plans, promotions or other special offers. Current offer information is available by contacting Customer's Sprint Account Representative.

- B. Communications.** Within 60 days of the Effective Date, Sprint and Customer's employee benefits group, or a third party hired by Customer to handle employee benefit matters for Customer, will develop and agree to a communications plan to **present discounts and sell to Employees. The communications plan will, at a minimum, include Customer (a) providing** an introduction to its employee benefits personnel or the third party responsible for (i) overseeing employee benefit fairs for Customer, (ii) content on Customer's intranet site and closed-circuit television if applicable, (iii) Customer's payroll administration, and (iv) employee benefits at locations other than Customer's headquarters; (b) distributing Sprint-provided marketing materials in electronic or hard copy format to Employees in a manner that is reasonable given Customer's workplace environment; and (c) assisting Sprint to determine an efficient way to validate an Employee's employment status with Customer during the Employee enrollment process (usually done by Customer providing Sprint with its valid email domain list). Communications methods may include new hire materials, benefits enrollment materials, email, payroll stuffers, newsletters, internet and intranet links, chair drops, or other mutually agreed to methods and Customer will ensure that Customer's email server settings will allow employment validation emails from Sprint to be delivered to Employees.

- 3.5. WIRELESS MINIMUM SERVICE TERM REQUIREMENT (For Non-Profit Customers only). 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. Service terminations before the end of the Minimum Service Term may be subject to an early termination fee ("ETF") or a deactivation fee. No ETFs or deactivation fees apply under this Agreement (a) for Unsubsidized wireless devices, or (b) if Customer complies with Sprint's return policy.

- A. 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. Advanced Devices are subject to an ETF of up to \$350 per device, in addition to any other Service charges that apply to the terminated Advanced Device.
- B. Other Devices.** All devices other than Advanced Devices ("Basic Devices") are subject to an ETF or a deactivation fee of up to \$200 per device, in addition to any other Service charges that apply to the terminated Basic Device.
- C. Pre-Existing Units.** Corporate-Liable Active Units including M2M Devices, activated under an agreement that was superseded by this Agreement will remain subject to the ETF or deactivation fee, as applicable, set forth in the superseded agreement until expiration of the original Minimum Service Term.
- D. ETF Recovery.** Notwithstanding the foregoing, with written notice and within a commercially reasonable timeframe Sprint will credit ETFs for Corporate-Liable Active Units of Service for deactivations that occur prior to completing the applicable Minimum Service Term provided the Device is returned to Sprint in good working condition. The credit may be applied to Customer's account via sales concessions or other mechanism selected at Sprint's sole discretion. Customer will have 30 days from the date of deactivation of Service to return the Device to their Sprint representative.

#### 4. ELECTRONIC BILLING PRODUCTS

- 4.1.** The following electronic billing products provide Customer Line call detail record information:

ELECTRONIC BILLING PRODUCTS	Invoice Data	Summary Data	Minimum Customer Lines
Sprint Business Invoice Analytics	3 months	12 months	25
Data Direct	1 month	Not available	100
Electronic Data Interchange (EDI)	1 month	Not available	100

- 4.2.** There are no charges associated with the electronic billing products listed above. Customer may choose any combination of electronic billing products. For Data Direct and Electronic Data Interchange, 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. Sprint reserves the right, upon 60 days' prior notice, to decommission a billing product, or 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. Electronic Billing Products are not available with International M2M Services or with M2M Devices managed through Command Center or the Orange M2M Portal.

## 5. ADDITIONAL TERMS

- 5.1. **Product Annexes/Applicability.** Customer must comply with the Wireless Services Product Annex. If Customer is utilizing M2M Devices or an electronic billing product, Customer must comply with the Sprint Machine-to-Machine Services Product Annex and the Electronic Invoice Reporting and Analytics Product Annex. Each annex is posted in the "Product-specific Terms" section of the Rates and Conditions Website and is incorporated, if applicable, into the Agreement. Capitalized terms not otherwise defined in this Attachment shall have the meaning assigned to such terms in the Wireless Services Product Annex, the Sprint Machine-to-Machine Services Product Annex, or 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.
- 5.2. **Activation Fees.** Sprint will waive an activation fee of \$30 for each Customer billing account that Sprint creates. Account activation fees for Employees are governed by Sprint's consumer subscriber agreement.
- 5.3. **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.

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**ATTACHMENT A-2 WIRELESS MACHINE-TO-MACHINE SERVICES PRICING & POLICIES****1. RESERVED.**

- 2. 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.

**2.1. Sprint Data Rate Plans for Third Party M2M Services.**

<b>Sprint Data Rate Plans for Third Party M2M Services</b>									
<b>Data Allowance (in Megabytes (“MBs”) and Gigabytes (“GBs”))</b>	<b>150 KB</b>	<b>1 MB</b>	<b>10 MB</b>	<b>40 MB</b>	<b>100 MB</b>	<b>1 GB</b>	<b>4 GB</b>	<b>5 GB</b>	<b>10 GB</b>
<b>MRC</b>	<b>\$1.00</b>	<b>\$1.50</b>	<b>\$3.00</b>	<b>\$5.00</b>	<b>\$5.50</b>	<b>\$8.00</b>	<b>\$18.99</b>	<b>\$25.00</b>	<b>\$40.00</b>
<b>Overage charge for additional data services usage above plan allowance</b>	\$0.25/MB	\$0.25/MB	\$0.25/MB	\$0.25/MB	\$0.010/MB (\$10/GB)	\$0.010/MB (\$10/GB)	\$0.010/MB (\$10/GB)	\$0.010/MB (\$10/GB)	\$0.010/MB (\$10/GB)
<b>Data Roaming limitation</b>	1 MB	1 MB	5 MB	25 MB	100 MB	100 MB	100 MB	300 MB	300 MB
<b>Overage charge for additional data Roaming usage</b>	\$1/MB	\$1/MB	\$1/MB	\$1/MB	\$0.25/MB	\$0.25/MB	\$0.25/MB	\$0.25/MB	\$0.25/MB
<b>Pool Group</b>	1	1	1	1	2	2	2	2	2

- A.** Third party, non-Sprint branded M2M Devices that have been approved by Sprint for use on the Sprint M2M Networks (“Third Party M2M Devices”) may be activated on any of the Sprint M2M Plans set forth in the table above. In addition, Sprint-branded devices purchased from Sprint for use with M2M Services (“Sprint M2M Devices”) may be available for use with the Sprint M2M Plans. Sprint reserves the right to limit the Sprint M2M Devices that can be used with the Sprint M2M Plans.
- B.** If Customer’s data usage in a given month exceeds the Sprint M2M Plan’s data allowance or data Roaming allowance, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer’s usage in a given month exceeds both the Sprint M2M Plan’s data allowance and data Roaming allowance.
- C.** Data usage on the Sprint M2M Plans will be pooled among M2M Devices in the same Pool Group and activated on the same billing account number. Data Roaming limitations are applied on a per M2M Device basis and Roaming data usage does not pool.
- D.** The data usage limitations and restrictions set forth in the Wireless Services Product Annex will apply to the Sprint M2M Plans, and the Sprint M2M Plans are not eligible for any discounts.
- E. Third Party M2M Devices**
- (1) **Third Party M2M Devices.** Customer may purchase Third Party M2M Devices from Sprint or a third party. The pricing for Third Party M2M Devices purchased from Sprint is not included in the Business Plan MRC. Third Party M2M Devices purchased from Sprint are not eligible for a discounted device price.
- (2) **SIM Cards.** For International M2M Services, Customer must purchase SIM Cards from a Sprint-authorized third party.
- F. Minimum Service Term Requirement**
- (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 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), if any, are available at Customer’s My Sprint Business account or by contacting Customer’s Sprint Account Representative.

**2.2. MYDEVICES.** myDevices, Inc. is the creator of a remote automated commercial monitoring solution for a variety of vertical markets. myDevices, Inc. combines wireless sensors and gateways with a web and mobile application for monitoring solutions such as refrigeration.

**A. myDevices:** Includes either a Cellular-enabled or Ethernet gateway, a wireless sensor, and a web- and mobile-based application for managing account and device preferences, alerts, and reporting.

**B. Pricing for myDevices applications.** Pricing is available based on monthly billing, as described in the table below.

- (1) **Monthly Billing.** For each application the Customer chooses, Sprint will charge Customer the applicable Monthly Recurring Charge(s) "MRC", as identified in the table below, unless otherwise noted. The MRCs in the table below do not include the purchase of hardware, which is required for the solution and must be purchased directly from myDevices, Inc.

<b>Third Party M2M Devices</b>	
<b>Gateway MRC</b> (Customer chooses either cellular or Ethernet) <sup>1</sup>	<b>\$20.00</b>
<b>Sensor MRC</b>	<b>\$9.00</b>
<b>Data MRC (required if Customer's gateway selection is cellular)</b>	<b>\$10.00</b>
Sprint Data Plan	Required for Cellular Gateway <sup>1</sup>

<sup>1</sup> Data transport is not included in the Gateway MRC. If Customer chooses the Ethernet based gateway, Customer must procure Ethernet service independent of this Agreement. If Customer chooses the cellular gateway, Customer must utilize a 1 GB Sprint Data Rate Plan from the table in Section 2.1

**C. Stipulations**

(1) **Service Pricing Discounts.** myDevices MRCs are not eligible for Service Pricing Discounts.

(2) **Additional Terms.** Customer must comply with the Sprint Productivity Marketplace Terms of Service, including the Sprint Software as a Service Terms of Services and any Application Specific Terms, which are incorporated into this agreement as posted to:

<https://www.sprint.com/business/support/ratesTandCproducts.html>

Customer will receive a system-generated email from the Sprint Productivity Marketplace for each order placed. The email will contain a prompt for Customer to click-to-accept the Sprint Software as a Service Terms of Service, as well as any Application Specific Terms. Customer must click the accept button in the email to complete the order and gain access to the software. There may also be terms and conditions from myDevices that must be accepted prior to accessing the software.

(3) In the event of a conflict between the terms and conditions of this Agreement and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service shall control for the purchase and use of all Sprint Software as a Service, including myDevices and any related value added services. Definitions for capitalized terms used in this document can be found in the Sprint Software as a Service Terms of Service.

**Technical Support.** For technical support related to myDevices, Customers should call 844-IOT-FACTS.

**2.3. SPIREON FLEETLOCATE FLEET MANAGEMENT BASIC SOLUTION - UNBUNDLED DATA.** The Spireon FleetLocate Fleet Management Basic Solution ("FleetLocate Basic Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time GPS Tracking features, breadcrumb trail, geofencing, idling, speeding, maintenance and safety alerts (the "Spireon Basic Fleet Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL7 Vehicle Tracker device provided by Spireon ("FL7 Device"). In addition to access to the Spireon Basic Fleet Application, the MRC for the FleetLocate Basic Solution includes the FL7 Device, training, and standard ground shipping for the FL7 Device. Access to the Nationwide Sprint Network is not included and Customer may purchase this service from Sprint for an additional charge.

**A. Charges**

<b>MRC</b>	<b>\$15.00*</b>
Spireon Web-Based Software	Included
Setup Fee**	\$59.99

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

\*\* The Setup Fee is a one-time charge that will be applied for each FL7 Device activated with the FleetLocate Basic Solution.

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

**B.** Customer's use of the Spireon Basic Fleet Application and the FL7 Devices is subject to Customer's acceptance of the Subscription Service Agreement and Terms of Purchase 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 Basic Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair and replacement of the FL7 Devices. The Spireon Terms are subject to change without prior notice to Customer.

**C.** Technical Support. For technical support related to the FleetLocate Basic Solution, Customer should call Spireon at 888-546-9810.

- 2.4. SPIREON FLEETLOCATE TRAILER MANAGEMENT SOLUTION** – The Spireon FleetLocate Trailer Management Solution ("FleetLocate Trailer Solution") 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 wireless devices provided by Spireon ("Trailer Devices"). In addition to access to the Spireon Trailer Application, the MRC for the FleetLocate Trailer Solution includes training, maintenance support, standard ground shipping for the Trailer Device, access to the Nationwide Sprint Network, messaging, and the Trailer Device. Installation is not included and Customer may purchase this service from Sprint for an additional charge.

**A. Charges**

	<b>FL12 Trailer Device</b>
<b>MRC</b>	<b>\$18.95*</b>
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 Trailer Device activated with the FleetLocate Trailer Solution.

- (1) Activations of the FleetLocate Trailer Solution may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Trailer Solution 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. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair, and replacement of the FL12 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, Customer should call Spireon at 888-546-9810.

- 2.5. SPIREON FLEETLOCATE POWERED ASSET SOLUTION** – The Spireon FleetLocate Powered Asset Solution ("FleetLocate Powered Asset Solution") includes a web-based powered asset management Application from Spireon, Inc. ("Spireon") that provides real-time powered asset location information and the duration of engine usage ("Spireon Powered Asset Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12EQ wireless devices provided by Spireon

(“Powered Asset Devices”). In addition to access to the Spireon Powered Asset Application, the MRC for the FleetLocate Powered Asset Solution includes training, maintenance support, standard ground shipping for the Powered Asset Device, access to the Nationwide Sprint Network, messaging, and the Powered Asset Device. Installation is not included and Customer may purchase this service from Sprint for an additional charge.

**A. Charges**

	<b>FL12EQ Powered Asset Device</b>
<b>MRC</b>	<b>\$18.95*</b>
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 Asset Device activated with the FleetLocate Powered Asset Solution.

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

**B.** Customer’s use of the Spireon Powered Asset Application and the Powered Asset 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 Asset Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair, and replacement of the FL12EQ Devices. The Spireon Terms are subject to change without prior notice to Customer.

**C. Technical Support.** For technical support related to the FleetLocate Powered Asset Solution, Customer should call Spireon at 888-546-9810.

- 2.6. SPIREON FLEETLOCATE ASSET SOLUTION.** The Spireon FleetLocate Asset Solution (“FleetLocate Asset Solution”) 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 includes the FL700 Device, training, standard ground shipping for the FL700 Device, access to the Nationwide Sprint Network, and messaging. Installation is not included and Customer may purchase this service from Sprint for an additional charge.

**A. Charges**

<b>MRC</b>	<b>\$17.95*</b>
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.

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

**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. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair, and replacement 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, Customer should call Spireon at 888-546-9810.

**2.7. SPIREON FLEETLOCATE FLEET MANAGEMENT STANDARD SOLUTION - UNBUNDLED DATA.** The Spireon FleetLocate Fleet Management Standard Solution ("FleetLocate Standard Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time vehicle location information ("Spireon Standard 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 Standard Fleet Application, the MRC for the FleetLocate Standard Solution includes the FL18 Device, basic installation, training, and standard ground shipping for the FL18 Device. Access to the Nationwide Sprint Network and messaging are not included and Customer may purchase these services from Sprint for an additional charge.

**A. Charges**

<b>MRC</b>	<b>\$23.95*</b>
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95
Garmin	\$5.00*
Garmin Activation Fee	\$24.00
Power Take-Off Tracking	\$3.00*
1 minute - Frequent Pinging	\$5.00*
30 second – Frequent Pinging	\$10.00*

\* 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 Standard Solution.

- (1) Activations of the FleetLocate Standard Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Standard Solution may not be purchased in conjunction with certain Sprint promotions or contests.
  - (2) Garmin is an optional feature that provides navigation and messaging for the FleetLocate Standard 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 Standard 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 Standard Solution. Additional accessories will be required for this feature to operate.
  - (3) 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. Additional accessories will be required for this feature to operate.
  - (4) The FleetLocate Standard Solution will ping a vehicle at two minute intervals. A Frequent Pinging option may be added to the FleetLocate Standard Solution to enable Customer to track the location of a vehicle at either one minute or 30 second intervals.
- B.** Customer's use of the Spireon Standard 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 Standard Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair and replacement 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 Standard Solution, Customer should call Spireon at 888-546-9810.

- 2.8. SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED SOLUTION - UNBUNDLED DATA.** The Spireon FleetLocate Fleet Management Advanced Solution (“FleetLocate Advanced Solution”) includes a web-based fleet management Application from Spireon, Inc. (“Spireon”) that provides real-time GPS Tracking features integrated with vehicle diagnostics and driver safety features with alerts (“Spireon Advanced Fleet Application”). The Business Plan set forth in this section is available only for activation on the Spireon FL7 Vehicle Tracker device provided by Spireon (“FL7 Device”). In addition to access to the Spireon Advanced Fleet Application, the MRC for the FleetLocate Advanced Solution includes the FL7 Device, training, and standard ground shipping for the FL7 Device. Access to the Nationwide Sprint Network is not included and Customer may purchase this service from Sprint for an additional charge.

**A. Charges**

<b>MRC</b>	<b>\$20.63*</b>
Spireon Web-Based Software	Included
Setup Fee**	\$59.99
Garmin	\$0.00*
Power Take-Off Tracking	\$0.00*
Driver ID	\$0.00*
GoTalk	\$0.00*

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

\*\* The Setup Fee is a one-time charge that will be applied for each FL7 Device activated with the FleetLocate Advanced Solution.

- (1) Activations of the FleetLocate Advanced Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Advanced Solution may not be purchased in conjunction with certain Sprint promotions or contests.
  - (2) Garmin is an optional feature that provides navigation and messaging for the FleetLocate Advanced Solution via fleet-ready personal navigation devices from Garmin Ltd. The MRC for the Garmin feature includes the service and the messaging tab in the FleetLocate Advanced Solution user interface. The Garmin personal navigation device is not included. Customer must purchase additional accessories for this feature to operate.
  - (3) 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. Customer must purchase additional accessories for this feature to operate.
  - (4) Spireon’s Driver ID solution plugs directly into the FleetLocate GPS tracking device and, through key fobs assigned to each driver, allows Customer to identify individuals to keep better track of each driver’s productivity and on-road safety – no matter which vehicle they use. This optional feature can only be used with FleetLocate Advanced and FleetLocate Advanced Plus solutions. Customer must purchase additional accessories for this feature to operate.
  - (5) GoTalk is an in-vehicle add-on primarily designed to communicate canned spoken instructions/notifications to drivers with limited distraction. Customer must purchase additional accessories for this feature to operate.
- B.** Customer’s use of the Spireon Advanced Fleet Application and the FL7 Devices is subject to Customer’s acceptance of the Subscription Service Agreement and Terms of Purchase 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 Advanced Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair and replacement of the FL7 Devices. The Spireon Terms are subject to change without prior notice to Customer.
- C. Technical Support.** For technical support related to the FleetLocate Advanced Solution, Customer should call Spireon at 888-546-9810.

- 2.9. SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED PLUS SOLUTION - UNBUNDLED DATA.** The Spireon FleetLocate Fleet Management Advanced Plus Solution (“FleetLocate Advanced Plus Solution”) includes a web-based fleet management Application from Spireon, Inc. (“Spireon”) that provides real-time GPS Tracking features integrated with vehicle diagnostics, driver safety features with alerts and Hours of Service (HOS) regulatory compliance features including mobile driver logs, electronic driver log reports and driver inspection reporting (DVIR) (“Spireon Advanced Plus Fleet Application”). The Business Plan set forth in this section is available only for activation on the Spireon FL7 Vehicle Tracker device provided by Spireon (“FL7 Device”). In addition to access to the Spireon Advanced Plus Fleet Application, the MRC for the FleetLocate Advanced Plus Solution includes the FL7 Device, training, and standard ground shipping for the FL7 Device. Access to the Nationwide Sprint Network is not included and Customer may purchase this service from Sprint for an additional charge.

**A. Charges**

<b>MRC</b>	<b>\$23.10*</b>
Spireon Web-Based Software	Included
Setup Fee**	\$59.99
Garmin	\$0.00*
Power Take-Off Tracking	\$0.00*
Driver ID	\$0.00*
Active Tracking	\$0.00*
GoTalk	\$0.00*
GoTalk Plus Active Tracking	\$0.00*

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

\*\* The Setup Fee is a one-time charge that will be applied for each FL7 Device activated with the FleetLocate Advanced Plus Solution.

- (1) Activations of the FleetLocate Advanced Plus Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Advanced Plus Solution may not be purchased in conjunction with certain Sprint promotions or contests.
- (2) The FleetLocate Advanced Plus Solution also allows Android devices to access the Spireon fleet management Application through the applicable application store. The tablet device, mount, interface cable, and the additional data access plan for the tablet are not included in the MRC set forth above.
- (3) Garmin is an optional feature that provides navigation and messaging for the FleetLocate Advanced Plus Solution via fleet-ready personal navigation devices from Garmin Ltd. The MRC for the Garmin feature includes the service and the messaging tab in the FleetLocate Advanced Plus Solution user interface. The Garmin personal navigation device is not included. Customer must purchase additional accessories for this feature to operate.
- (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. Customer must purchase additional accessories for this feature to operate.
- (5) Spireon’s Driver ID solution plugs directly into the FleetLocate GPS tracking device and, through key fobs assigned to each driver, allows Customer to identify individuals to keep better track of each driver’s productivity and on-road safety – no matter which vehicle they use. This optional feature can only be used with FleetLocate Advanced and FleetLocate Advanced Plus solutions. Customer must purchase additional accessories for this feature to operate.
- (6) Active Tracking allows Customer to monitor vehicle movement on the Spireon Advanced Plus Fleet Application map screen in near real-time. This optional feature requires a 25MB Sprint Data Access Business Plan.
- (7) GoTalk is an in-vehicle add-on primarily designed to communicate canned spoken instructions/notifications to drivers with limited distraction. Customer must purchase additional accessories for this feature to operate.



(8) GoTalk Plus Active Tracking provides custom alerts and allows live driver coaching using custom spoken messages. GoTalk Plus Active Tracking requires Active Tracking. Customer must purchase additional accessories for this feature to operate.

**B.** Customer’s use of the Spireon Advanced Plus Fleet Application and the FL7 Devices is subject to Customer’s acceptance of the Subscription Service Agreement and Terms of Purchase 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 Advanced Plus Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair and replacement of the FL7 Devices. The Spireon Terms are subject to change without prior notice to Customer.

**C. Technical Support.** For technical support related to the FleetLocate Advanced Plus Solution, Customer should call Spireon at 888-546-9810.

**2.10. SPIREON FLEETLOCATE FLEET MANAGEMENT FL4 STANDARD SOLUTION - UNBUNDLED DATA.**

The Spireon FleetLocate Fleet Management FL4 Standard Solution (“FleetLocate FL4 Standard Solution”) includes a web-based fleet management Application from Spireon, Inc. (“Spireon”) that provides a real-time information platform to locate vehicles, track driver behavior, and provide vehicle diagnostics (“Spireon FL4 Standard Application”). The Business Plan set forth in this section is available only for activation on the Spireon FL4 Vehicle Tracker device provided by Spireon (“FL4 Device”). In addition to access to the Spireon FL4 Standard Application, the MRC for the FleetLocate FL4 Standard Solution includes use of the FL4 Device, training, and standard ground shipping for the FL4 Device. Access to the Nationwide Sprint Network and messaging are not included; Customer must purchase these services from Sprint for an additional charge. Installation is not included and Customer may purchase this service from Sprint for an additional charge.

**A. Charges**

<b>MRC</b>	<b>\$12.95*</b>
Spireon FL4 Standard Application	Included
Setup Fee**	\$50.00

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

\*\* The Setup Fee is a one-time charge that will be applied for each FL4 Device activated with the FleetLocate FL4 Standard Solution.

1 Activations of the FleetLocate FL4 Standard Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate FL4 Standard Solution may not be purchased in conjunction with certain Sprint promotions or contests.

2 Optional accessories are available for an additional charge.

**B. Spireon Terms.** Customer’s use of the Spireon FL4 Standard Application and the FL4 Devices is subject to Customer’s acceptance of the Subscription Service Agreement and Terms of Purchase 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 FL4 Standard Solution. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair, replacement and returns of the FL4 Devices. The Spireon Terms are subject to change without prior notice to Customer.

**C. Technical Support.** For technical support related to the FleetLocate FL4 Standard Solution, Customer should call Spireon at 888-546-9810.

**2.11. SAMSUNG KNOX APPLICATIONS.** Samsung Knox Applications (“Knox”) provide a device security portfolio from Sprint’s vendor Samsung.

**A.** Knox Manage allows IT administrators to create a cloud-based command center enabling them to remotely manage devices across multiple operating systems. It allows for granular control of devices features and functionality and comprehensive administrative tools including but not limited to the following: event-based device management; management of device configuration settings such as connectivity and applications; setting of mobile data limits by day, week, or month; external SD card usage management; and OS tampering prevention.

- B.** Knox Configure, available only for select Samsung devices, is a cloud-based service that allows IT administrators to configure and deploy branded, custom mobile devices. IT administrators may also configure select Samsung devices in bulk and tailor them to specific business needs. Unlike Knox Manage, Knox Configure does not track or monitor devices. The Setup Edition is designed to preconfigure and rebrand bulk devices over the air with limited control, while the Dynamic Edition allows more robust, and dynamic configuration.
- C.** Knox Premium is a cloud based command remote management offering available through September of 2018.
- D.** Knox Quickstart is a professional service providing an implementation platform for Knox deployments. Level 1 provides basic configuration assistance, Level 2 adds management and control of device applications, and Level 3 adds enhanced security and integration with existing infrastructure such as Active Directory & Exchange Servers.
- E. Monthly Recurring Charges.**

Knox Applications	MRC*	NRC* Hardware Fee	ARC*
Knox Manage	\$2	n/a	n/a
Knox Configure (Setup Edition)	n/a	n/a	\$5
Knox Configure (Dynamic Edition)	n/a	n/a	\$10
Knox Premium	n/a	n/a	\$12
Knox Quickstart Level 1 (Control)	n/a	\$299	n/a
Knox Quickstart Level 2 (Application Control)	n/a	\$499	n/a
Knox Quickstart Level 3 (Secure Control)	n/a	\$1,699	n/a

\* MRCs, ARCs, NRCs are net of all discounts. Customer's Service Pricing Discount is not applicable.

- F.** Activations of Knox are not eligible for service credits, wireless device discounts, or rebates. The Knox Applications may not be purchased in conjunction with certain Sprint promotions or contests.
- G.** Knox may be optimized for Samsung Devices integrated with the Knox security platform.
- H.** The Applications and features described above may change without to notice to Customer in the sole discretion of Samsung or Sprint.
- I. License Agreement.** Customer's use of Knox is subject to acceptance of the Samsung End User License Agreement ("[Samsung Terms](https://www.samsungknox.com/en/eula-knox-premium)"), posted to <https://www.samsungknox.com/en/eula-knox-premium>. The Samsung Terms are subject to change without prior notice to Customer.
- J. Additional Terms.** Customer must comply with the Sprint Productivity Marketplace Terms of Service, including any Application Specific Terms, which are incorporated into this agreement as posted to:
- K.** <https://www.sprint.com/business/support/ratesTandCproducts.html>
- L. Technical Support.** For technical support related to Knox, Customer should contact Samsung Customer Care at: [samsungknox.com](http://samsungknox.com) or 888-567-5669.
- 2.12. ACTSOFT VEHICLE APPLICATIONS. Actsoft Vehicle Applications ("Actsoft Vehicle Applications") are cloud- or enterprise-based vehicle tracking solutions from Actsoft LLC ("Actsoft").**
- A.** For Actsoft Comet **Tracker** EZ, Actsoft Comet Asset Purchase, Actsoft Comet Fleet, Actsoft Comet Tracker, Actsoft Comet Fleet Purchase, Actsoft Comet Fleet Premium – Hardware, Actsoft Comet Fleet Platinum – Hardware, and the Actsoft HOS Application, Customer must purchase CalAmp Devices (as defined below) from Actsoft. For these Actsoft Vehicle Applications, the MRC in the table in Section [1.4] below does not include the purchase price of the CalAmp Device. Instead, Sprint will invoice Customer separately for the CalAmp Devices purchased from Actsoft for use with these Actsoft Vehicle Applications.
- B.** For Actsoft Comet Asset Bundle, Comet Fleet Bundle, Comet Fleet Premium, Comet Fleet Platinum, and the Actsoft ELD + HOS Bundle, Customer must obtain CalAmp Devices from Actsoft, pursuant to the terms of an Actsoft Device End User Agreement between Customer and Actsoft. Title to the CalAmp Devices used with these Actsoft Vehicle Applications remains with Actsoft; Customer is not purchasing the CalAmp Devices used with these Applications. The MRC in the table in Section D below includes the Actsoft Comet Application and the use of a CalAmp Device.

- C. Accessories, installation, professional services, wireless data Business Plans, messaging, Managed Network Services and maintenance support are not included in the MRC for any of the Actsoft Vehicle Applications. Customer must purchase a wireless data Business Plan from Sprint for an additional charge. Customer may purchase the rest of the excluded products and services from Sprint or a Sprint-authorized provider for an additional charge.

**D. Charges.**

Actsoft Vehicle Applications	MRC	NRC – License Fee	NRC – Hardware Charge
Actsoft Comet Asset Bundle	\$20.00*	\$25*	NA
Actsoft Comet Asset Purchase	\$10.00*	NA	\$100*
Comet Fleet Bundle	\$20.00*	\$25*	NA
Comet Fleet Purchase	\$14.00*	NA	\$50*
Comet Fleet Premium	\$26.60*	NA	NA
Comet Fleet Premium – Hardware	\$26.60*	NA	\$50*
Comet Fleet Platinum	\$33.25*	NA	NA
Comet Fleet Platinum - Hardware	\$33.25*	NA	\$50*
Actsoft ELD + HOS Bundle	\$15.00*	\$20*	NA
Actsoft HOS Application	\$10.00*	\$20*	\$275*
Comet EZ	\$10.00*	\$20*	NA
Comet Tracker, 1-50 units	\$17.00*	\$20*	NA
Comet Tracker, 51-100 units	\$15.00*	\$20*	NA
Comet Tracker, 101+ units	\$13.00*	\$20*	NA
Actsoft Advanced Forms (stand-alone)	\$15.00*	\$20*	NA
Actsoft Advanced Forms module (add-on to Comet Tracker)	\$7.00*	NA	NA
Actsoft Mobile Worker (add-on to Comet Tracker) 1-15 units	\$16.99*	NA	NA
Actsoft Mobile Worker (add-on to Comet Tracker) >=16 units	\$12.99*	NA	NA

\* MRCs and NRCs are net of all discounts. Customer's Service Pricing Discount is not applicable.

- E. Activations of the Actsoft Vehicle Applications are not eligible for service credits, wireless device discounts, or rebates. The Actsoft Vehicle Applications may not be purchased in conjunction with certain Sprint promotions or contests.
- F. As indicated in the table above, Sprint may charge Customer a one-time License Fee or a one-time Hardware Charge for each CalAmp Device activated with certain Actsoft Vehicle Applications.
- G. **CalAmp Devices.** As used herein, "CalAmp Device" refers to a CalAmp wireless device included in one of the series referenced herein. Actsoft Comet Tracker EZ and Actsoft Comet Tracker may be activated on the CalAmp LMU-2600 series, CalAmp LMU-2800 series, or CalAmp LMU-3000 series of wireless devices. Actsoft Comet Asset Bundle and Actsoft Comet Asset Purchase may be activated on the CalAmp LMU-2800 series, CalAmp TTU-620 series, or CalAmp TTU-720 series of wireless devices. Actsoft Comet Fleet may be activated on the CalAmp LMU-2600 series, CalAmp LMU-2800 series, or CalAmp LMU-3000 series of wireless devices. Comet Fleet Bundle, Comet Fleet, Comet Fleet Premium, Comet Fleet Premium – Hardware, Comet Fleet Platinum, and Comet Fleet Platinum - Hardware may be activated on the CalAmp LMU-2600 series, CalAmp LMU-2800 series, or CalAmp LMU-3000 series of wireless devices. The Actsoft ELD + HOS Bundle and the Actsoft HOS Application may be activated on the CalAmp LMU-4200 series of wireless devices.
- H. **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 Asset Bundle utilizes the Actsoft Comet Tracker EZ software functionality and includes the use of a CalAmp Device.
  - (3) Actsoft Comet Asset Purchase utilizes the Actsoft Comet Tracker EZ software functionality and requires the purchase of a CalAmp Device as described above.
  - (4) 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.
  - (5) Actsoft Comet Tracker provides the features of Actsoft Comet Fleet plus the available option to use basic forms, timekeeping and dispatch, and the ability to add on "Advanced Wireless Forms." An eligible wireless handset, Smartphone or tablet and a Sprint wireless data Business Plan are also required and are sold separately.
  - (6) Comet Fleet Bundle offers all of the same functionalities of Actsoft Comet Fleet and includes the use of a CalAmp Device.
  - (7) Comet Fleet Purchase offers all of the same functionalities of Actsoft Comet Fleet and requires the purchase of a CalAmp Device as described above.
  - (8) Comet Fleet Premium offers all of the same functionalities of Comet Fleet Pro (including the use of a CalAmp Device) plus electronic forms, driver vehicle inspection reporting (DVIR) and forms to capture signatures and pictures. If Customer utilizes a Smartphone or tablet to access Comet Fleet Premium, Customer must purchase a wireless data Business Plan from Sprint. Customer may contact its Sprint Account Representative for information on compatible Smartphones and tablets.
  - (9) Comet Fleet Premium – Hardware offers all of the same functionalities of Actsoft Comet Fleet Premium except that Comet Fleet Premium – Hardware requires the purchase of a CalAmp Device as described above.
  - (10) Comet Fleet Platinum offers all of the same functionalities of Comet Fleet Premium (including the use of a CalAmp Device) plus order dispatching, voice guided directions, recurring order schedules, and time and attendance forms. If Customer utilizes a Smartphone or tablet to access Comet Fleet Platinum, Customer must purchase a wireless data Business Plan from Sprint. Customer may contact its Sprint Account Representative for information on compatible Smartphones and tablets.
  - (11) Comet Fleet Platinum – Hardware offers all of the same functionalities of Actsoft Comet Fleet Platinum except that Comet Fleet Platinum – Hardware requires the purchase of a CalAmp Device as described above.
  - (12) The Actsoft ELD + HOS Bundle allows drivers to electronically log their Hours of Service as well as enter DVIR data. Actsoft provides "Hours of Service" information in the cloud via an Actsoft web portal for real time and historical access. An eligible Smartphone or tablet, and a Sprint wireless data Business Plan, are required and are sold separately. Customer may contact its Sprint Account Representative for information on eligible Smartphones and tablets. In addition, for each purchase of an Actsoft ELD + HOS Bundle, Customer must also purchase Comet Fleet Pro, Comet Fleet Premium, or Comet Fleet Platinum.
  - (13) The Actsoft HOS Application offers all of the same functionalities as the Actsoft ELD + HOS Bundle except that the Actsoft HOS Application requires the purchase of a CalAmp Device as described above. An eligible Smartphone or tablet, and a Sprint wireless data Business Plan, are required and are sold separately. Customer may contact its Sprint Account Representative for information on eligible Smartphones and tablets. In addition, for each purchase of the Actsoft HOS Application, Customer must also purchase Comet Fleet Pro, Comet Fleet Premium, or Comet Fleet Platinum.
- I. The features described above may change in Actsoft's sole discretion.
- J. **License Agreement.** Customer's use of the Actsoft Vehicle 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.

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

**2.13. AGILIS COMMANDGPS SOLUTIONS.** The Agilis CommandGPS Solutions include a web-based fleet management Application from Agilis Systems, LLC (“Agilis”) that provides fleet tracking, driver behavior, work order management tools, and fuel tax reporting (“CommandGPS Application”). The CommandGPS Applications set forth in this section are available only for activation on certain Sprint-approved wireless devices purchased separately from Sprint or Agilis, which include the Xirgo XT2050 and Xirgo XT2150 devices from Xirgo Technologies, Inc. (“CommandGPS Devices”). Accessories, installation, professional services, and maintenance support are not included in the MRCs set forth below. Customer may purchase these products and services from Agilis or a Sprint-authorized provider for an additional charge. In addition, for each CommandGPS Device Customer must purchase a Sprint Data Access Business Plan to enable the Agilis CommandGPS Solutions.

**A. Charges.**

CommandGPS Applications	MRC* (1-100 CommandGPS Devices)	MRC* (101-500 CommandGPS Devices)	MRC* (500+ CommandGPS Devices)	NRC* – Setup Fee
Agilis SmartLocate	\$11.99	\$10.99	\$9.99	\$25.00
Agilis SmartLocate - \$0 Down	\$12.99	\$12.99	\$12.99	NA
Agilis SmartDOT	\$11.99	\$11.99	\$11.99	NA
Agilis SmartLocate+SmartDispatch	\$18.99	\$18.99	\$18.99	\$25.00
Agilis SmartLocate+SmartDispatch \$0 Down	\$19.99	\$19.99	\$19.99	NA
Agilis ELD Only	\$22.99	\$22.99	\$22.99	\$25.00
Agilis ELD Only \$0 Down	\$23.99	\$23.99	\$23.99	NA
Agilis HOS + IFTA	\$29.99	\$29.99	\$29.99	\$25.00
Agilis HOS + IFTA \$0 Down	\$30.99	\$30.99	\$30.99	NA

\* MRCs are NRCs are net of all discounts. Customer’s Service Pricing Discount is not applicable.

(1) Activations of Agilis CommandGPS Solutions are not eligible for service credits, wireless device discounts, or rebates. Agilis CommandGPS Solutions may not be purchased in conjunction with certain Sprint promotions or contests.

**B. Features.**

- (1) **Agilis SmartLocate** provides a GPS tracking solution that includes near real time and historical locations, as well as speeds, stop time, idling, geo-fencing, reporting, and alerts for locations and speed, and a driver **scorecard**.
- (2) **Agilis SmartLocate - \$0 Down** offers all of the same functionalities as Agilis SmartLocate, but does not require Customer to pay a setup fee.
- (3) **Agilis SmartDOT** is an add-on feature for Agilis SmartLocate and Agilis SmartDispatch, which provides automated fuel tax reporting based on GPS tracking from the CommandGPS Application.
- (4) **Agilis SmartLocate+SmartDispatch** offers all of the same functionalities as Agilis SmartLocate plus dispatch features, which include messaging between all drivers and office, job/work order assignment and status, and turn-by-turn directions to job location.
- (5) **Agilis SmartLocate+SmartDispatch \$0 Down** offers all of the same functionalities as Agilis SmartLocate +SmartDispatch, but does not require Customer to pay a setup fee.
- (6) **Agilis ELD Only** Offers basic electronic logging of a driver’s hours of service (HOS).
- (7) **Agilis ELD Only \$0 Down** offers all of the same functionalities as Agilis ELD Only, but does not require Customer to pay a setup fee.

(8) **Agilis HOS+IFTA** Offers the same features as SmartLocate plus electronic logging of a driver's hours of service (HOS), and mileage, fuel tax and other regulatory reporting associated with the International Fuel Tax Agreement (IFTA). Certified in 43 states.

**2.14. 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 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.
- B. Promotions.** Sprint promotional discounts may not be available with certain Sprint data 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 Sprint data Business Plan for the M2M Device enrolled in the promotion.

**3. ELECTRONIC BILLING PRODUCTS**

**3.1.** The following electronic billing products provide M2M Device call detail record information:

<b>ELECTRONIC BILLING PRODUCTS</b>	<b>Invoice Data</b>	<b>Summary Data</b>	<b>Minimum M2M Devices</b>
Sprint Business Invoice Analytics	3 months	12 months	25
Data Direct	1 month	Not available	100
Electronic Data Interchange (EDI)	1 month	Not available	100

**3.2.** There are no charges associated with the electronic billing products listed above. Customer may choose any combination of electronic billing products. For Data Direct and Electronic Data Interchange, 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. Sprint reserves the right, upon 60 days' prior notice, to decommission a billing product, or 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. Electronic Billing Products are not available with International M2M Services or with M2M Devices managed through Command Center or the Orange M2M Portal.

**4. ADDITIONAL TERMS**

- 4.1. Product Annexes/Applicability.** Customer must comply with the Wireless Services Product Annex and the Machine-to-Machine Services Product Annex. If Customer is utilizing an electronic billing product, Customer must comply with the Electronic Invoice Reporting and Analytics Product Annex. Each annex is posted in the "Product-specific Terms" section of the Rates and Conditions Website and is incorporated, if applicable, into the Agreement. Capitalized terms not otherwise defined in this Attachment will have the meaning assigned to such terms in the Wireless Services Product Annex, the Sprint Machine-to-Machine Services Product Annex, or the Agreement. Notwithstanding the foregoing, the sections of the Machine-to-Machine Services Product Annex entitle "INSURANCE" and "INDEMNIFICATION" will not be applicable to Customer.
- 4.2. Activation and Reactivation Fees.** Sprint will charge Customer an activation fee of \$30 for each Customer billing account that Sprint creates. If service to an M2M Device is terminated, Sprint may charge Customer a reactivation charge of up to \$15 before Sprint reactivates service to the affected M2M Device.
- 4.3. 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.

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**ATTACHMENT B**  
**SOURCEWELL ELIGIBLE MEMBER ENROLLMENT AGREEMENT (rev7-24-19)**

**Member Name:** \_\_\_\_\_ (“**Member**”)

Is the Member a Non-Profit (501(c)(3) organization : \_\_Yes or No \_\_\_\_\_

**Address:** \_\_\_\_\_  
 \_\_\_\_\_

**Billing Address (if different from above):** \_\_\_\_\_  
 \_\_\_\_\_

This Eligible Member Enrollment Agreement for Wireless Services (this “**Enrollment Agreement**”) is between **Sprint Solutions, Inc.**, as contracting agent on behalf of the applicable Sprint affiliated entities providing Products and Services (“**Sprint**”) and **Member**.

Sprint and Sourcewell (“**Customer**”) entered into a Contract (BSG1905-0394) (the “**Customer Agreement**”) dated on \_\_\_\_\_, 20\_\_, for Sprint to provide wireless products and services to Customer. As provided in the Customer Agreement, Member may purchase wireless Products and Services in accordance with the terms and conditions of this Enrollment Agreement.

**Sprint and Member agree as follows:**

1. **Relationship of Parties.** By signing this Enrollment Agreement, Member represents that it is a Member as defined in the Customer Agreement. Upon execution of the Enrollment Agreement by Member, Member will be eligible to submit orders (“Order”) for the Products and/or Services set forth in the Customer Agreement.
2. **Terms and Conditions.** By signing the Enrollment Agreement, Member agrees to be bound by the applicable terms and conditions of the Customer Agreement and its Attachments, as amended.
3. **TERM.** The term of this Enrollment Agreement (the “**Term**”) begins on the date the last party signs this Enrollment Agreement (“**Effective Date**”) and will remain in effect until either Sprint or Member exercises its right to terminate this Enrollment Agreement in accordance with the Standard Terms and Conditions (as defined below). Notwithstanding the foregoing, if (A) the Customer Agreement expires, is not renewed by Customer, or is terminated by either Customer or Sprint, or (B) Member ceases to meet the eligibility requirements set forth Customer Agreement, then Sprint may either (1) establish a new Term for this Enrollment Agreement and adjust the discounts and pricing applicable to Member, or (2) terminate this Enrollment Agreement by giving Member 60 days’ prior written notice.
4. **SERVICES.** Member may receive the same pricing and discounts for Products and Services under this Enrollment Agreement as provided under the Customer Agreement. Notwithstanding the foregoing, Member is not eligible to receive any early termination fee waivers, administrative fee payments (or similar payments), or credits that are provided to Customer under the Customer Agreement.
5. **OTHER TERMS AND CONDITIONS**
  - A. Member agrees that Sprint’s Standard Terms and Conditions for Communications Services (“**Standard Terms and Conditions**”), as posted at [www.sprint.com/business/support/ratesWelcome.html](http://www.sprint.com/business/support/ratesWelcome.html) (the “**Rates and Conditions Website**”) and as amended from time to time, are incorporated into this Enrollment Agreement and apply to all Sprint Products and Services acquired or used under this Enrollment Agreement. Member’s use of Products and Services is also governed by the applicable Product or Service-specific terms and conditions posted in the “Product-specific Terms” section of the Rates and Conditions Website (“**Product Terms and Conditions**”), including the Wireless Services Product Annex. For the purpose of this Enrollment Agreement, “Customer” as it is used in the Standard Terms and Conditions and the Product Terms and Conditions, will be deemed to refer to Member.
  - B. Member agrees that Sprint and Customer may modify and amend the rates, charges, discounts and terms and conditions under the Customer Agreement, which may result in a modification of the rates, charges, discounts and terms and conditions applicable to this Enrollment Agreement.
  - C. Member agrees that this Enrollment Agreement is only for the benefit of Member and Member’s Employees. Member’s contractors, Affiliates, subsidiaries, members, franchisees, distributors, suppliers, etc. are not

eligible to purchase under this Enrollment Agreement.

- D. Member agrees that Sprint may provide reports to Customer consisting of Member's name, address, total amount spent, service and product purchase information and other items as required under the Customer Agreement or under this Enrollment Agreement.

In order to become effective, this Enrollment Agreement must be executed by a duly authorized representative of Member and delivered to Sprint no later than 30 days after signing. Upon Member's execution of this Enrollment Agreement, it shall be deemed accepted by Sprint without counter-signature; provided that, Member does not make any modifications, interlineations, addition, supplement and/or other change(s) ("Changes") to this Enrollment Agreement. Any Changes to this Enrollment Agreement by Member shall render this Enrollment Agreement null and void. **[Member Legal Name]**

**Signed By** \_\_\_\_\_

**Name** \_\_\_\_\_  
(print or type)

**Title** \_\_\_\_\_  
(print or type)

**Phone** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_  
**Date Signed (required)**

**Sourcewell Member Number:** \_\_\_\_\_

***For existing Sprint customer, please provide:***

**Billing Account Number (BAN)** \_\_\_\_\_; OR

**A Sprint Telephone Number on the Account** \_\_\_\_\_

**Once this form is complete, if not submitting electronically then email to: [MemberContracts@sprint.com](mailto:MemberContracts@sprint.com) OR**  
**For questions, please send to: [MemberBenefit@sprint.co](mailto:MemberBenefit@sprint.co)**