Commonwealth of Virginia
Virginia Information Technologies Agency

WIRELESS TELECOMMUNICATIONS PRODUCTS & SERVICES

Date:	July 1, 2011
Contract #:	VA-090512-SSI
Authorized User:	All public bodies, including VITA, and all Commonwealth Agencies as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*
Contractor:	Sprint Solutions 11551 Nuckols Road Suite I Glen Allen, VA 23059
FIN:	47-0882463
Contact Person:	Diane Harding Voice: 804-640-2365 Email: diane.harding@sprint.com
Term:	July 1, 2011 – December 31, 2011
Payment:	Net 30 days
Pricing:	Exhibit A
TSO Template	Exhibit C

For Additional Contract Information, Please Contact:
Virginia Information Technologies Agency
Supply Chain Management

J. B. Edmonds
Phone: 804-416-6162
E-Mail: joseph.edmonds@vita.virginia.gov
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of $100,000.00 is required for State Agencies and Institutions only.

VA-090512-SSI
CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Mod 1 updates specified terms & conditions	7/1/09
2	Mod 2 extends contract through 12/31/11 and updates renewal clause	7/1/11

MODIFICATION #2
TO
CONTRACT NUMBER VA-090512-SSI
BETWEEN THE
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA
AND
SPRINT SOLUTIONS, INC.

This MODIFICATION #2 to the **Wireless Telecommunications Services Contract** (Contract VA-090512-SSI, as amended) ("Contract") is entered into by and between the **Virginia Information Technologies Agency** (hereinafter referred to as "VITA or "Customer"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia ("the Commonwealth"), and **Sprint Solutions, Inc.** ("Supplier" or "Sprint"), as contracting agent for the affiliated Sprint and Nextel entities providing the Products and Services. This Modification is hereby incorporated into and made an integral part of the Contract.

1. The Parties hereby amend and restate Section 3(A) of the Contract in its entirety as follows: "This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding through June 30, 2011. After the expiration of the initial contract term, the term of this Contract may be extended for up to six (6) additional one (1) year periods, or such other period of time as determined by the Parties, upon the mutual written agreement of the Parties."

2. The Parties hereby mutually agree to extend the Contract term through December 31, 2011.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090512-SSI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

SPRINT SOLUTIONS, INC.

BY: M. Clairmonte

NAME: Michaela Clairmonte

TITLE: Manager, CN&M

DATE: June 30, 2011

VITA

BY: Philip L. Pippert

NAME: Philip L. Pippert

TITLE: ACTING DIRECTOR, SCM

DATE: 6/30/11

Sprint — Approved as to Legal Form

MRB – 29 June 2011

APPROVED
SPRB
JS/PJM
6/30/2011

MODIFICATION #1
TO
CONTRACT NUMBER VA-090512-SSI
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
SPRINT SOLUTIONS

This MODIFICATION #1 is an agreement between the Virginia Information Technologies Agency ("VITA"), on behalf of the Commonwealth of Virginia, ("State," or "Commonwealth"), and Sprint Solutions, Inc., ("Supplier" or Contractor") relating to the modification of Contract VA-090512-SSI, as amended. This Modification #1 is hereby incorporated into and made as integral part of Contract VA-090512-SSI.

1. **Both of the above referenced parties agree to the deletion and replacement of Section 7, entitled, "ORDERS AND COMPENSATION," Paragraph C, with the following language:**

   C. Purchase Price and Price Protection

   Exhibit A, Pricing, sets forth the fees and the applicable discounts. No public body will be required to pay any additional costs above those costs provided for in Exhibit A, Pricing. Supplier may submit to VITA a request for a change in such fees or discounts. Such request must be accompanied by written documentation to VITA demonstrating the additional value reflected by such increase in fee or change in discount. VITA may, in its sole discretion, accept or reject a modification of this Contract to effectuate such change fees or discounts.

   Supplier shall identify new generally available pricing plans for inclusion under the Contract; Supplier and VITA shall meet quarterly or as otherwise agreed to review plans for inclusion under the Contract. Any price decrease offered by the Supplier to an authorized user under this Contract, effectuated during the Contract term, or any extension thereto, by reason of market change shall be passed on to VITA and all Subscribers. This decrease shall be effective on the date the price decrease is announced to the general public or provided to other users.

   At all times during the term of this Contract and any extensions thereto, Supplier's prices on Exhibit A, Pricing, shall at all times comply with §§ 56-234 et seq. of the Code of Virginia. Supplier's failure to comply with the above referenced statute shall be grounds for termination of the Contract or any order issued hereunder for default and/or breach; and VITA and any Subscriber may pursue any remedies available at law or in equity with regard to such failure to comply.

2. **Both of the above referenced parties agree to the deletion and replacement of Exhibit A, paragraph 1.2, entitled, "Government Discount," with the following language:**

   1.2 Government Discount. The Government Discount, described in the table below, is a percentage discount off the eligible monthly recurring charges ("MRCs") charged for Customer-Liable Active Units.

Network	**Government Service Pricing Discount**
Sprint Nextel National Network	25%

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090512-SSI and cannot be modified, except by writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

SPRINT SOLUTIONS

BY: Rita J. Fistere

NAME: Rita J. Fistere

TITLE: Director, Contract Negotiations & Management

DATE: June 26, 2009

COMMONWEALTH OF VIRGINIA

BY: Doug Leslie

NAME: Doug Leslie

TITLE: Strategic Sourcing Consultant

DATE: 7/1/2009

Sprint Public Sector Legal — Approved as to Legal Form

WEC — 06/26/2009

APPROVED
P&CA
PJM
6/26/2009

Wireless Services and Equipment Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Sprint

VITA CONTRACT #VA-090512-SSI

STATEWIDE WIRELESS SERVICES AND EQUIPMENT – SPRINT SOLUTIONS, INC.

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CONTRACTUAL TERMS AND CONDITIONS
TELECOMMUNICATIONS SERVICES CONTRACT

THIS WIRELESS TELECOMMUNICATIONS SERVICES CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA" or "Customer"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia ("the Commonwealth"), and Sprint Solutions, Inc. ("Supplier" or "Sprint") as contracting agent for the affiliated Sprint and Nextel providing the Products and Services to be effective as of the last date in set forth on the signature page of this Contract ("Effective Date").

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide wireless telecommunication Services and Products to any public body as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

2. DEFINITIONS

A. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

B. Electronic Data

Data provided that can be read and used for computation and other operations by a computer system. For example, a billing file in a locked Adobe PDF format would *not* be considered Electronic Data.

C. Party

Supplier, VITA, or a public body (as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia), including a Subscriber, which is a recipient of Supplier's Services.

D. Product

A wireless handset, data card or other device provided by Supplier under this Contract.

E. Service

Any work performed or service provided by Supplier under this Contract for the benefit of VITA, a Subscriber, or any other public body on whose behalf VITA has placed an order with Supplier.

F. Subscriber

An individual or public body receiving Service or Product pursuant to an Order under this Contract.

G. Telecommunications Service Order (TSO)

An order for telecommunications services issued by VITA to a supplier of telecommunications services. For purposes of this Contract, a TSO shall refer to an order for Services, in substantially the form of Exhibit C to this Contract, issued by VITA to Supplier. Any TSO shall constitute an order.

H. USF Subscriber

Subscriber which is receiving funding from the federal Universal Service Fund (USF) for Services or Products.

I. VITA

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia or successor agency.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding through June 30, 2011. VITA, at its sole option, may extend the term of this Contract for up to six (6) additional one (1) year periods after the expiration of the initial contract term. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or a USF Subscriber may terminate an Order, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason ("Termination for Convenience"). VITA may also immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if federal debarment proceedings are instituted against Supplier. Supplier shall submit any contractual or order dispute to VITA or the terminating Subscriber for resolution according to the terms of the Dispute Resolution Section of this Contract.

Upon termination for convenience, neither the Commonwealth nor VITA nor any public body, to include any USF Subscriber, shall have any future liability except for Services rendered by Supplier prior to the termination date of the Contract or order. The Commonwealth makes no assurances that any Service purchased under this Contract will remain in service for any minimum amount of time.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, for breach and/or default of Supplier ("Termination for Breach" or "Termination for Default"). Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall issue a "Show Cause Notice" identifying the failure and providing Supplier thirty (30) days to cure the failure/nonperformance. If Supplier fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part. Such termination shall be deemed a Termination for Breach or Termination for Default.

VITA may immediately terminate this Contract, in whole or in part, for breach and/or default if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352.

Upon Termination for Breach or Termination for Default, neither the Commonwealth, nor VITA, nor any public body, to include any Subscriber, shall have any future liability except for Products or Services accepted prior to the termination date. Supplier shall refund any monies paid by VITA or any USF Subscriber for Services that were not accepted by VITA or the Subscriber.

The failure of VITA or a USF Subscriber to exercise its right to terminate for breach and/or default under this provision shall not be construed as a waiver of its right to terminate for breach and/or default, rescind or revoke this Contract or any order issued hereunder in the event of any subsequent breach and/or default on any provisions of such agreements.

Supplier shall submit any contractual or order dispute to VITA for resolution according to the terms of the Dispute Resolution Section.

The terms of the Termination for Convenience and Termination for Breach or Default Sections shall not apply to termination for non-appropriation of funds.

D. Non Appropriation of Funds

All funds for payment for Services or Products ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract, in whole or in part, for those Services or Products for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for Products or Services dependent on such federal funds without further obligation.

E. Transition of Services

Prior to or upon expiration or termination of this Contract, Supplier shall provide all assistance reasonably required to transition Services to any other supplier with whom VITA contracts for provision of services identical or similar to the Services provided by Supplier pursuant to this Contract. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier or a termination due to Supplier's status as a party excluded from Federal Procurement and Non-procurement Programs, Supplier shall provide such assistance at no charge or fee to VITA or any Subscriber; otherwise, Supplier shall provide such assistance at a reasonable hourly rate or a charge agreed upon by Supplier and VITA or the Subscriber.

4. SERVICES AND PRODUCTS

A. Nature of Services and Engagement

Supplier is an independent contractor engaged to perform certain Services, including but not limited to installation and/or support activities for public bodies as described in Exhibit B and Exhibit A, Pricing. VITA reserves the right to order any of Supplier's Services at any time during the term of this Contract or any extension thereto. Notwithstanding all VITA's or Subscriber's rights to obtain Supplier's Services under this Contract, neither VITA nor any public body is under any obligation to purchase any of Supplier's Services. This Contract is non-exclusive and VITA and all public bodies may, at their sole discretion and in accordance with applicable law and regulation, purchase, license or otherwise receive benefits from third party suppliers of services similar to, or in competition with, the services provided by Supplier. For purposes of this Contract, Supplier includes any individual who is an employee, sub-contractor, or independent contractor of Supplier who is assigned by Supplier to perform Services or provide Products under this Contract.

B. Subcontractors

If Supplier subcontracts the provision of Services under this Contract to any other party, Supplier (i) shall act as prime contractor and shall be the sole point of contact with regard to all obligations under this Contract, and (ii) hereby represents and warrants that any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in this Contract. Supplier shall not subcontract any Services pursuant to this Contract to any subcontractor that is a party excluded from Federal Procurement and Non-procurement Programs or to any subcontractor that is debarred by the Commonwealth of Virginia from providing the Services covered by this Contract.

C. Shipping costs

Supplier's price for Products shall include all shipping costs, fees and expenses necessary to ensure timely delivery to the Subscriber or VITA

D. Risk of Loss

Supplier shall have the risk of loss or damage for any Product(s) until such Product(s) are received and accepted by VITA or the Subscriber.

E. Title to Products
Clear and unrestricted title to all Product(s) purchased under this Contract shall pass to the Commonwealth upon delivery.

F. Engineering Changes
Supplier sponsored network modifications or engineering changes shall be made with thirty (30) days notice and the consent of the Commonwealth at no additional charge during the term of the Contract. The Commonwealth reserves the right at all times to schedule these modifications or changes to minimize the impact on the daily operations of the Commonwealth.

G. Product Refresh
Supplier shall provide a credit, as specified in Exhibit A, for the replacement or upgrade of a Product when the Product has been in service for two years.

H. Disposal of Products
Supplier shall accept and adequately dispose of wireless Products from VITA or Subscriber either purchased under this Contract or when being replaced by Products purchased under this Contract. Such disposal shall comply with VITA security standards for data destruction and with all applicable local, state or federal laws or regulations regarding the proper disposal of such electronic equipment.

I. Unlocking Products
Upon Subscriber or VITA request at the expiration of the Contract or termination of a specific Order, Supplier shall “unlock” Products by removing or deactivating Supplier-specific access or identification codes that would prevent the use of the Product on other wireless networks to the extent possible by Supplier. VITA can request the Master Subsidy Lock (“MSL”) code for their Sprint CDMA devices only. Supplier cannot provide an MSL code for Nextel iDEN or data connection aircards. The MSL code does not mean that the Supplier device will work on another carrier's network, or that another carrier will activate the device.

J. Activating Third Party Devices
Supplier will activate handsets, wireless data cards and other wireless communication devices that are technically compatible with and operable on its network, regardless of whether the devices were purchased from Supplier.

K. Licenses
By providing Services and Products under this Contract, Supplier grants VITA and Subscriber a non-exclusive, worldwide, paid-up, perpetual license to all software, firmware and microcode provided with or imbedded in a Product or provided for use with Services by Supplier. Fees for third party software licenses will be set forth in Exhibit A.

L. Technology Improvements
Supplier from time to time will propose modifications to the Products and Services offered under this Contract to provide the Commonwealth with current, innovative and proven technologies consistent with those offered by the Supplier generally.

M. Substitution of Services
During the term of this Contract, the Supplier is not authorized to substitute for any Service or Product identified in Exhibit A, Pricing, a service or Product not identified in Exhibit A, Pricing. Violation of this condition may be considered grounds for termination of the Contract. Supplier is not authorized to substitute for any Service identified in Exhibit A, Pricing, any other Service identified in Exhibit A, Pricing, without the written permission of VITA or the Subscriber. Violation of this condition may be considered grounds for termination of the Contract.

N. In-building Coverage and Capacity Solutions (Converged Network Solutions)
Supplier, in addition to its ongoing commercial coverage enhancements of the Sprint PCS Network and Nextel National Network, shall provide to VITA up to $1,000,000 in in-building coverage and capacity solutions deployed by Supplier’s Converged Network Solutions (CNS) group for VITA at locations jointly agreed upon by VITA and Supplier. Supplier will consult,

design, estimate and install coverage and capacity solutions when both VITA and Supplier mutually agree on the Statement of Work. Actual costs will be deducted from the funding allocation above.

5. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees, agents, and subcontractors comply with the appropriate public body's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws and regulations, including those related to imports and exports. The public body on whose site Supplier is performing Services shall have the right to require the immediate removal from its premises of any employee, subcontractor or agent of Supplier whom such public body believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supplier Personnel Supervision

Supplier acknowledges that Supplier, or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

6. GENERAL WARRANTY

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

A. Ownership

Supplier has the right to provide the Services and Products and, to the best of its knowledge, the provision of such Services does not violate or infringe any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Performance

All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Services furnished under this Contract;

The Services and Products shall meet or exceed the stated requirements;

The Product(s) shall meet or exceed the manufacturer's specifications, including physical and operating characteristics.

Any documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a properly trained user to fully utilize the Services without reference to any other materials or information.

C. Availability of Equipment

Supplier represents that all Products were formally announced for marketing purposes before execution of this Contract or, in the case of subsequent orders, before the execution of such orders.

D. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

E. Product Warranty

Customer will receive manufacturer's consumer warranty with delivery of the product. Additionally, Supplier will provide its Service and Repair Programs services for Products purchased under this Contract at the prices set forth in Exhibit A. Such services shall include all labor and materials necessary to keep the Product in operational condition, in accordance with the manufacturer's then-current published specifications. Upon delivery of a malfunctioning unit, Supplier shall provide a temporary replacement Product within one hour, pre-programmed for the Subscriber at no cost. If the damaged phone is found to be inoperable, a new phone will be issued at no cost to the Commonwealth. The replacement Product will be programmed for the Subscriber's use at no cost. This warranty does not apply to Product malfunctions attributable to user misuse or neglect. All warranties shall include support for all software, firmware and microcode.

F. Supplier's Past Experience

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

7. ORDERS AND COMPENSATION

A. Telecommunications Service Orders

VITA shall have the exclusive authority to order all Services and Products, except those ordered directly by USF Subscribers. To order Services, VITA will issue a written Telecommunications Service Order (TSO) to the Supplier for any Service(s) or Product(s) identified herein. A valid TSO should (i) reference the Contract number; (ii) be signed by an ordering officer authorized to contractually bind the Commonwealth; and (iii) identify the Service(s) or Product(s) to be acquired, the price for each Service (in accordance with this Contract, including Exhibit A, Pricing), the required Service Commencement Date for each Service, and, as applicable, the location(s) where each Service shall be performed. In no event shall a TSO include a request for any service not identified in this Contract.

Upon receipt of a written TSO, the Supplier shall process such TSO and return a Service Order containing the following information:

Verification that the TSO is technically correct;

Date Services will commence;

Verification of the charge for each item (Service) to be provided, and;

Other applicable administrative information necessary to deliver the Services requested on the TSO.

VITA's standard TSO template is provided as Exhibit C.

B. Ordering Officer(s)

VITA will designate in writing any individual authorized (Ordering Officer) to issue orders for the Services. Notwithstanding anything to the contrary, the Commonwealth or the USF Subscriber will make payment only pursuant to a valid order executed by an Ordering Officer. The authorized Ordering Officers for this Contract are listed in Exhibit E, which may change form time to time.

Notwithstanding the foregoing, Supplier shall not accept any order from a Subscriber if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY USF SUBSCRIBER ARE THE SOLE OBLIGATION OF SUCH USF SUBSCRIBER AND NOT THE RESPONSIBILITY OF VITA.

C. Purchase Price and Price Protection

Exhibit A, Pricing, sets forth the fees and the applicable discounts. No public body will be required to pay any additional costs above those costs provided for in Exhibit A, Pricing. Supplier may submit to VITA a request for an increase in such fees or a decrease in such discounts. Such request must be accompanied by written documentation to VITA demonstrating the additional value reflected by such increase in fee or decrease in discount. VITA may, in its sole discretion, agree to a modification of this Contract to effectuate such increase in fees or decrease in discounts.

Supplier shall identify new generally available pricing plans for inclusion under the Contract; Supplier and VITA shall meet quarterly or as otherwise agreed to review plans for inclusion under the Contract. Any price decrease offered by the Supplier to an authorized user under this Contract, effectuated during the Contract term, or any extension thereto, by reason of market change shall be passed on to VITA and all Subscribers. This decrease shall be effective on the date the price decrease is announced to the general public.

At all times during the term of this Contract and any extensions thereto, Supplier's prices on Exhibit A, Pricing, shall at all times comply with §§ 56-234 et seq. of the Code of Virginia. Supplier's failure to comply with the above referenced statute shall be grounds for termination of the Contract or any order issued hereunder for default and/or breach; and VITA and any Subscriber may pursue any remedies available at law or in equity with regard to such failure to comply.

A Telecommunication Administration Fee ("Admin Fee") of fifteen percent (15.0%) will be paid to VITA by Supplier on all eligible monthly recurring charges ("MRCs") described in Exhibit A, calculated prior to the calculation of all Service Pricing Discounts. Additional charges, including but not limited to, taxes or regulatory charges will not be included in the Admin Fee calculation. Supplier will provide an Admin Fee payment and Quarterly Usage Detail and Summary Reports on a quarterly basis in accordance with the following schedule:

For activity in the months:	Admin Fee payment and Reports Due:
January, February, March	April 30th
April, May, June	July 31st
July, August, September	October 31st
October, November, December	January 30th

The Usage Detail Report shall identify: Billing Account Numbers (BAN), telephone numbers, MRCs and activation dates. The Summary Report shall identify: total Subscribers, total MRCs and total Admin Fee payment amount.

D. Invoice and Payment Terms

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

Supplier shall deliver to VITA one consolidated monthly invoice for all Products and Services ordered by and billable to VITA pursuant to this Contract, including call detail. Supplier shall also deliver to each USF Subscriber one consolidated monthly invoice for all Products and Services, including call detail, ordered by and billable to such USF Subscriber pursuant to this Contract.

Neither VITA nor any USF Subscriber is obligated to pay against an invoice that is not readable and verifiable.

Supplier is responsible for the accuracy of its billing information. Charges for Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid.

If there are any disputed items, VITA or the appropriate USF Subscriber shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if Supplier does not concur with VITA or such USF Subscriber, shall provide VITA or such USF Subscriber with documentation to support the charge within fifteen (15) days of notification of the disputed amount. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, VITA or such USF Subscriber may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed.

E. Invoice Procedures

Supplier shall promptly remit each invoice to the "bill-to" address provided with the order. Supplier shall submit invoices for monthly recurring charges monthly in advance and for usage-based or other miscellaneous charges in arrears. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit A, Pricing. In addition, all Services provided under this Contract shall be billed by the Supplier at the Contract price, regardless of which public body is benefiting from the Services. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit A, Pricing, or as noted in the executed order. Invoices issued by the Supplier shall identify at a minimum:

i). Service type and description, with charges identified at the lowest level of detail (i.e., phone level)

ii). Applicable order date

iii). This Contract number and the applicable order number

iv). Supplier's Federal Employer Identification Number (FEIN).

No invoice will be paid without adequate billing details. If available, charges should be provided on electronic media at the detail level.

Any credits due VITA or any USF Subscriber under the terms of this Contract may be applied against Supplier's invoices to VITA or such USF Subscriber on the same account with appropriate information attached.

The Parties agree that any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any other public body.

F. Small Business Participation

By the 30th calendar day following the end of each month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or services under this Contract, if applicable. The report should specify the amount of such spend provided to Virginia Department of Minority Business Enterprise (DMBE)-certified small businesses. Supplier shall submit the report to SWaM@vita.virginia.gov.

G. Universal Service Fund

Supplier agrees to make available all Products and Services as listed and priced herein directly to the USF Subscriber, and to bill each USF Subscriber directly. Supplier agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of this Contract for USF participation shall be the sole responsibility of Supplier.

8. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, VITA or any public body recipient of Supplier's Services, including Subscribers, may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of VITA or such public body that are bound by non-disclosure contracts with VITA or such public body. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;

ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;

iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or

iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing public body, including VITA, Supplier shall (i) at its own expense, (a) promptly return to the disclosing public body all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing public body, or (b) upon written request from the disclosing public body, destroy such Confidential Information and provide the disclosing public body with written certification of such destruction, and (ii) cease all further use of the public body's Confidential Information, whether in tangible or intangible form.

VITA, or the public body recipient of Supplier's Services, shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if such public body is not subject to such policies, in accordance with such public body's own records retention policies.

D. Customer Proprietary Network Information (CPNI)

By placing an order under the Contract, Subscriber provides its consent to the disclosure of its Customer Proprietary Network Information ("CPNI"), as defined by the Federal Communications Commission, by Supplier to VITA or its designee, upon VITA's request, for purposes of managing the Services and Products provided under this Contract. Supplier, as the regulated entity responsible for the protection of the information, requires affirmative Subscriber consent in order to disclose CPNI. Such consent shall be obtained by Sprint at the time a Subscriber orders service on a consent form agreed upon by the parties and incorporated as Exhibit H. VITA will protect the confidentiality of such information as provided under this Contract.

9. LIABILITY AND INDEMNIFICATION

Supplier agrees to indemnify and defend VITA, the Commonwealth, Subscribers, or any other public body recipient of Services, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including awarded damages, amounts in settlement, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such

Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, or (iii) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services.

Supplier's obligations under this Section do not apply to the extent that the alleged or actual infringement or violation is caused by functional or other specifications that were provided by or requested by VITA and not generally provided to Supplier's other customers, VITA's continued use of infringing Services after Supplier provides reasonable notice to VITA of the infringement and provides substitute Service or Products, or VITA's use of the Services in a manner that causes VITA and Supplier to come into competition for third parties seeking to purchase Services.

Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the public body against whom the claim has been asserted.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected public body in writing, via certified mail and via email, if available, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected public body to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected public body(ies) may have.

For any third party claim that Supplier receives, or to minimize the potential for a claim, Supplier may, at its sole option and expense, either procure the right for VITA to continue using the Services, replace or modify the Services with comparable Services, or terminate the Services. And in addition, Supplier shall reimburse VITA or any affected Subscriber for the reasonable costs incurred by VITA or such public body in obtaining an alternative service in the event such public body cannot use the affected Services.

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

10. SECURITY COMPLIANCE

Supplier shall comply with all applicable federal, state and local laws and regulations, including Commonwealth of Virginia Information Technology Security Standard SEC 501-01, as is pertinent to the Services and Products provided hereunder. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents engaged in providing services under this Contract. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent engaged in providing services under this Contract, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary

information by the Supplier or an employee or agent of Supplier shall constitute a breach of this Contract.

11. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract or any order issued hereunder, or a USF Subscriber may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such USF Subscriber adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

12. GENERAL PROVISIONS

A. Relationship Between VITA, Public Bodies, and Supplier

Supplier has no authority to contract for VITA or any public body or in any way to bind, to commit VITA or any public body to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any public body. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any public body, and neither VITA nor any public body shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any public body is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any public body, shall be reimbursed by Supplier upon demand by VITA or such public body.

B. Licenses and Permits

Supplier shall be responsible for obtaining all rights-of-way, licenses, and/or permits required by applicable authorities in order to perform installation Services at the location(s) specified on any order issued pursuant to this Contract.

C. Incorporated Contractual Provisions

The contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, that are hereby incorporated by reference:
http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf

With regards to Provision 8, Section 508 Compliance, and Provision 9, Non-Visual Access, of the aforementioned terms and conditions, Supplier's Services and Products adhere to various degrees of Section 508 Compliance and Non-Visual Access. Supplier can make available upon request product analyses of Section 508 requirements that describe the level of compliance of specific Products and Services.

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf are also incorporated by reference.

The terms and conditions in the document posted to the above referenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URL periodically.

D. Compliance with the Federal Lobbying Act

Supplier shall not, in connection with this Contract, engage in any activity prohibited by 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

Supplier is hereby advised that a significant percentage of the funds used to pay Supplier's invoices under this Contract may be federal funds. Under no circumstances shall any provision of this Contract be construed as requiring or requesting the Supplier to influence or attempt to influence any person identified in 31 USC 1352(a)(1) in any matter.

Supplier's signed certification of compliance with the foregoing is incorporated as Exhibit D hereto.

E. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

F. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

G. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any public body or refer to VITA or any public body, directly or indirectly, in any press release or formal advertisement without receiving prior written

consent of VITA or such public body. In no event may Supplier use a proprietary mark of VITA or any public body without receiving the prior written consent of VITA or such public body.

H. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the US mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. VITA or Supplier may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

I. No Waiver

Any failure to enforce any terms of this Contract, including termination for breach, shall not constitute a waiver.

J. Cooperation

Supplier shall cooperate with agents, consultants or contractors ("designees") authorized by VITA to act on its behalf. VITA shall define the scope of such authority for the designee and Supplier shall provide cooperation to the designee to the same extent that it would to VITA under this Contract within the scope of the authorization by VITA. Such designees will be subject to the Confidentiality provisions of this Contract.

K. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, which shall not be unreasonably withheld, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

L. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

M. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

N. Survival

The provisions of this Contract regarding Warranty, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

O. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition a Subscriber may terminate any order affected by such postponement or delay.

P. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Commonwealth public bodies reserve any and all other remedies that may be available at law or in equity.

Q. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Services rendered or the amounts due Supplier for such Services under this Contract. VITA's right to audit shall be limited as follows:

i). Three (3) years from Service performance date;

ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and

iii). Excludes access to Supplier cost information.

The Supplier shall not have the right to audit, or require to have audited, VITA or any Commonwealth public body.

R. Taxes—Federal, State, and Local

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained online at http://www.tax.state.va.us/. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. The Commonwealth is also exempt from paying E-911 charges.

Any taxes, fees and surcharges that Supplier is required by law or regulation to collect (including, but not limited to the fees for the Federal Universal Service Fund and local number portability) shall be billed to the Commonwealth without additional charge or other markup by the Supplier. Supplier shall provide fifteen (15) days notice of changes in the applicable rate of such taxes, fees or surcharges and identify them as separate charges on the invoice.

Sprint's rates and charges for Products and Services do not include taxes. Customer will pay all applicable taxes for which it is not exempt. Customer will not be responsible for payment of Sprint's direct income and employment taxes. Sprint may impose additional regulatory fees, administrative charges, and charges or surcharges for the costs Sprint incurs in complying with governmental programs. These charges include, but are not limited to, state and federal Carrier Universal Service Charges, Compensation to Payphone Providers, Telephone Relay Service, and Gross Receipts surcharges. The amount of the fees and charges imposed may vary, but in each instance Sprint shall charge amounts not to exceed the amount or percentage specified by the governmental program or agency, provided the governmental program or agency provides a specified amount or percentage. Cost recovery charges are not taxes or government required charges. Sprint will make commercially reasonable efforts to notify Customer prior to changes in the applicable rate of taxes, fees and surcharges. Notwithstanding any other provision of this Agreement, if a jurisdiction in which Commonwealth conducts business requires Commonwealth to deduct or withhold separate taxes from any amount due to Supplier, Commonwealth must notify Supplier in writing. Supplier will then increase the gross amount of Commonwealth's invoice so that, after Commonwealth's deduction or withholding for taxes, the net amount paid to Supplier will not be less than the amount Supplier would have received without the required deduction or withholding.

S. Contract Administration and Account Management

Supplier agrees that at all times during the term of this Contract an account executive ("Account Manager"), at Supplier's senior management level, shall be assigned and available to VITA and all Subscribers. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

The Account Manager's responsibilities should include (i) resolution of technical support questions and issues which have not been resolved by Supplier's technical support division; (ii)

preparation of account information and response to and resolution of inquiries regarding billing and payment; and (iii) investigation and resolution of customer service issues and complaints.

T. Entire Contract

The following documents, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

i). Exhibit A Pricing

ii). Exhibit B Service Requirements

iii). Exhibit C Telecommunications Service Order (TSO) Example

iv). Exhibit D Certification Regarding Lobbying

v). Exhibit E Individuals Authorized to Order Services

vi). Exhibit F Sprint Wireless Services Product Annex

vii). Exhibit G Electronic Invoice Reporting and Analytics Product Annex

viii). Exhibit H Letter of Authorization Consent Form

ix). Exhibit I Business Mobility Framework Services Product Annex

This Contract, all its Exhibits, Supplier's response to RFP #2009-05 and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier, and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, referenced by or provided with the Supplier's bid shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual do not apply to this Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit B, Exhibit A, Exhibit F, then any incorporated document or specific order. VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

This Contract is effective as of the last date set forth below.

Supplier	VITA
By: Signatures On File	By: Signatures On File
(Signature)	(Signature)
Name: Rita J. Fistere	Name: James T. Roberts
(Print)	(Print)
Title: Director, Contract Management	Title: Director Finance & Administration
Date: May 7, 2009	Date: 5/11/09

Address for Notice:

Sprint – Public Sector Legal Department

2001 Edmund Halley Drive

Reston, VA 20191

Attention: Public Sector Contract Manager

Address for Notice:

VITA – Supply Chain Management

11751 Meadowville Ln.

Chester, VA 23836

Attention: Contract Administrator

EXHIBIT A – PRICING

(SPRINT PRICING REFERENCE #BSG0810-0377)

WIRELESS SERVICES TERM AND DISCOUNT

1. GOVERNMENT DISCOUNT PROGRAM ("GDP").

1.1 **Effective Date of Discounts.** For new "Active Units" (defined as an active piece of wireless Product that Customer enrolls in a Business Plan under the Agreement), the discounts below apply as of the Commencement Date. For Active Units activated prior to the Commencement Date under pre-existing agreement(s) between Sprint and Customer, Sprint will apply the discounts below no later than 60 days after the Commencement Date.

1.2 **Government Discount**. The Government Discount, described in the table below, is a percentage discount off the eligible monthly recurring charges ("MRCs") charged for Customer-Liable Active Units.

Network	Government Service Pricing Discount
Sprint Nextel National Network	10%

1.3 **How Calculated.** Service Pricing Discounts apply to eligible MRCs before taxes and surcharges and after calculation of all other credits, discounts, and rebates. Overage, usage-based, and third party application and service charges, as well as certain network-specific Products and Services, are not eligible for Service Pricing Discounts. Service Pricing Discounts may apply to the MRC of certain promotional rate plans which Sprint may offer on a limited time basis and subject to promotion-specific restrictions.

1.4 **Eligibility**. Only Active Units that are included in Customer's Sprint account hierarchy are eligible for the GDP. It may take up to 2 invoicing cycles to move pre-existing Active Units to the same invoicing cycle in order to start receiving the Government Discount. Customer's contractors, suppliers, and any non-government, non-authorized agencies working with Customer are not eligible for the Government Discount.

2. ELECTRONIC BILLING PRODUCTS

2.1 Except for the Consolidated Invoice product, the following electronic billing products provide Customer-Liable Active Unit call detail record information:

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

A. For Data Direct, Electronic Data Interchange, Smart CD+, and Consolidated Invoice, 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.

2.2 Customer may choose any combination of electronic billing products.

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

2.4 If electronic billing products are utilized, Customer must comply with the Electronic Invoice Reporting and Analytics Product Annex, which is incorporated into this Agreement as Exhibit G as of the date Customer signs the Agreement.

3. WIRELESS DEVICE DISCOUNTS; UPGRADE TERMS; AND ACTIVATION FEES.

3.1 **Wireless Device Discount.** New Customer-Liable Active Units are eligible for a minimum 39% discount off the "one year net price," defined as the suggested retail price less $75.00. The devices offered with this discounted price may change at any time in Sprint's sole discretion. This discounted device offer may not be available in all sales channels.

3.2 **Equipment Service and Repair Programs**. The Equipment Service and Repair Program covers the service and repair or replacement of your Sprint or Nextel Device for mechanical or electrical problems, normal wear and tear and routine maintenance. The malfunctioning device must be turned in at the time of replacement. The cost of this plan is $0.99 per month per unit for the Commonwealth of Virginia.

3.3 **Upgrade Terms.** Existing Customer-Liable Active Units may be upgraded or replaced after 12 months of continuous service at the discounted device price identified in Section 3.1 above. Otherwise, the suggested retail price will apply.

3.4 **Activation Fees.** Sprint will waive the nonrefundable activation fee of $36 for each Customer account hierarchy. Activation fees for Individual-Liable Active Units are governed by Sprint's consumer subscriber agreement

4. ADDITIONAL BUSINESS PLANS AND SPECIAL OFFERS.

4.1 Subscribers are only authorized to purchase the Business Plans identified in this Agreement. Subscribers are not authorized to purchase Additional Business Plans and Promotions unless added to this Agreement through an amendment to the Agreement.

A. **Additional Business Plans.** If Customer is eligible for and selects a Business Plan that is not specified in the Agreement, Customer's Service Pricing Discounts set forth above will 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-Liable Active Unit enrolled in the promotion.

4.2 **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.

5. THIRD PARTY AGENTS. Unless expressly stated otherwise, the pricing terms in this Attachment, including its sub-attachments, may not be available if an indirect sales agent is involved in the transaction.

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

7. ACCESSORY DISCOUNT. The accessory discount of 20% applies to the national retail price for Nextel Device and Sprint Device accessories purchased for Customer-Liable Active Units under this Agreement.

EXHIBIT A-1
NEXTEL NATIONAL NETWORK BUSINESS PLANS & POLICIES

1. PROVISION OF NEXTEL PRODUCTS AND SERVICES.

1.1 All terms and conditions in this Attachment apply only to Active Units operating on the Nextel National Network, unless otherwise specified.

1.2 Any of the following entities may provide the Nextel Services listed in the Agreement, depending on Customer's billing address or the location where the Nextel Services are activated:

Nextel Communications of the Mid-Atlantic, Inc.	Nextel of New York, Inc.	Nextel South Corp.	Nextel West Corp.
Nextel Partners of Upstate New York, Inc.	Nextel of California, Inc.	Nextel of Texas, Inc.	NPCR, Inc.

2. NEXTEL VOICE AND DATA RATE PLANS.

2.1 Customer may select from the Nextel voice and data rate plans listed in this Attachment. Unless otherwise stated in this Attachment, Business Plan pricing in this Attachment reflects gross pricing before the application of promotions, including special offers or other discounts.

2.2 Sprint Business Essentials® Plan

	Business Essentials 400	Business Essentials 1000	Business Essentials 1400	Business Essentials 2000	Business Essentials 2800	Business Essentials 4500
MRC	$39.99	$59.99	$79.99	$99.99	$129.99	$199.99
Anytime Minutes	400	1000	1400	2000	2800	4500
Anytime Minutes Overage	$0.40/minute	$0.40/minute	$0.40/minute	$0.40/minute	$0.40/minute	$0.40/minute
Direct Connect and Group Connect	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Unlimited Nights & Weekends starting at 9 pm	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Shared Minutes	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included
Roaming	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included

A. Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, Talkgroup℠ and International Direct Connect℠, are available with certain devices and may be subject to an additional charge.

2.3 Sprint Business Essentials® Add A Phone Plan

	Business Essentials Add-a-Phone
MRC	**$20.00**
Anytime Minutes	0
Anytime Minutes Overage	$0.40/minute
Unlimited Nights & Weekends (Nights Start at 9 pm)	Unlimited

Direct Connect® and Group Connect	Unlimited
Anytime Minute Sharing	Included
Nationwide Long Distance	Included
Roaming	Not Included
Caller ID &Voice Mail	Included

A. Add-a-Phone requires the purchase of a Sprint Business Essentials Plan with Anytime Minutes.

2.4 450 MOU non-sharing Plans

Data + Text

	Data 450
MRC	**$69.99**
Anytime Minutes	450
Unlimited data, including Web surfing & BlackBerry Internet Services (BIS)	Included
Unlimited Direct Connect: Direct Connect and Group Connect (for capable phones)	Included
Unlimited messaging: Text, pictures and video	Included
Anytime Minutes Overage	$0.45/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited
Nationwide Long Distance	Included
Caller ID &Voice Mail	Included

Text Only

	Messaging 450
MRC	**$49.99**
Anytime Minutes	**450**
Unlimited Direct Connect: Direct Connect and Group Connect (for capable phones)	Included
Unlimited messaging: Text, pictures and video	Included
Anytime Minutes Overage	$0.45/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited
Nationwide Long Distance	Included
Caller ID &Voice Mail	Included

2.5 Nextel Flat Rate Business Plan.

A. Charges. Sprint will charge Customer an MRC and a flat rate per-minute charge for each minute used on a Corporate-Liable Active Unit Nextel Device. There are no included plan minutes.

MRC	**$10**
Per Minute Rate for All Voice Minutes Used, including Anytime Minutes, Nights & Weekends, Nationwide Long Distance, and Sprint Mobile-to-Mobile Calling	$0.10

Per Minute Rate for all Direct Connect Minutes	$0.10
Shared Minutes	Not Available
Caller ID & Voice Mail	Included

(1) Additional Nextel Direct Connect® features, including, but not limited to, Talkgroup, Group Connect and International Direct Connect, are available with certain devices and may be subject to an additional charge.

B. If Customer selects the Nextel Flat Rate Business Plan, customer is limited to activating 20% of its total Corporate-Liable Active Unit Nextel Devices to the plan without exceptions.

C. Customer may not combine certain voice plan add-ons, including Sprint Mobile-to-Mobile, Shared Minutes, Unlimited Nights & Weekends (nights starting at 7pm), Unlimited Nights & Weekends (nights starting at 6pm), and Unlimited Nights & Weekends (nights starting at 9pm), with this plan.

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

A. **Sprint Domestic Messaging Add-Ons.** Messaging add-ons include 2-way, 1-way, and/or MMS based on device capability. Additional charges apply for international messaging.

Messaging Plan	MRC	Additional Messages
300 Messages	$0	$0.20
1000 Messages	$10	$0.20
Unlimited Messages	$20	N/A

B. **Additional Voice Plan Add-Ons.** Voice plan add-ons require activation of a Sprint voice Business Plan. Some add-ons may not be applicable on certain voice Business Plans or devices. Charges for casual data usage are calculated on a per kilobyte basis unless Customer selects a voice Business Plan that includes data or Customer selects the Nextel Web Plan add-on. Current casual data usage rates are available through Customer's Sprint Account Representative.

Voice Plan Add-Ons	MRC
Nextel Web Plan	$5
Sprint Business Application Data Plan	$10
Talkgroup 250	$10
Talkgroup Unlimited	$25
Unlimited International Direct Connect	$10
International Long Distance Savings Plan	$4
Canada International Voice Roaming - $0.20 per minute	$2.99

(1) The Nextel Web Plan provides access to over 80 top wireless internet sites for news, weather, sports, entertainment, and travel. Internet sites available on the Nextel Web Plan are subject to change at Sprint's discretion.

(2) The Sprint Business Application Data Plan requires a Sprint business application. Public IP is available for an additional $3 per month.

(3) Talkgroup^{SM} is limited to local market/same network (fleet). Talkgroup requires a Talkgroup capable device and operates with other Talkgroup capable devices only.

(4) International Direct Connect is not available in all countries. Visit www.sprint.com for international coverage areas.

2.7 **Nextel Data Access Plans**

A. Nextel Data Access Plans provide basic data access via the Nextel National Network. A voice Business Plan is not required. Customer Premise Equipment ("CPE"), installation, Managed Network Services ("MNS") and break/fix support are not included. Devices on the Nationwide Sprint Network are not eligible for Nextel Data Access Plans.

B. Charges. The following charges apply to the Nextel Data Access Plan:

Nextel Data Access Plans			
Plan Size (MB)	**2**	**5**	**10**
MRC	$8.50	$11.50	$16.50
Overage (per kb)	$0.001	$0.001	$0.001

(a) Nextel Data Access Plan activations are not eligible for service credits, wireless device discounts, or rebates.

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

A. Nextel Business Solutions Attachables

Application	MRC	Non-recurring Charge
ActSoft Comet Tracker Lite	$19.95	$20.00
Agilis SmartConnect(1)*	$14.99	$25.00
Agilis SmartLocate(1)*	$11.99	$25.00
Agilis SmartLocate & SmartConnect Bundle(1)*	$23.99	$25.00
Agilis SmartLocate, SmartConnect & SmartRoute Bundle(1)*	$49.99	$25.00
Air-Trak In-Vehicle, Standard	$17.95	$19.95
Air-Trak Phone Application	$14.95	$19.95
Corrigo Connect Base*	$14.00	N/A
Corrigo Cost Allocation & Parts Catalog(2)*	$10.00	N/A
Corrigo Punch List(2)*	$10.00	N/A
Corrigo Inventory Management(2)*	$15.00	N/A
Corrigo Invoicing(2)*	$10.00	N/A
Corrigo Scheduled Work(2)*	$10.00	N/A
Corrigo Customer Portal(2)*	$15.00	N/A
Gearworks eTrace Worksight*	$14.95	$25.00
Gearworks eTrace Worksight Lite	$19.95	$25.00
J2X Handheld Connect*	$19.95	N/A
Nextel Nextmail	$7.50	N/A
Nextel Nextmail Locator	$19.99	N/A
TeleNav Track Lite	$19.99	$19.99
TeleNav GPS Navigator	$10.00	N/A
Telenav Track Basic	$9.99	$19.99
Telenav Track Premium	$21.99	$19.99
Wallace WIC Commander	$24.95	N/A
Wallace WIC Messenger	$9.95	N/A
Wallace WIK Responder	$14.95	N/A
WeatherBug Protect	$5.99	$10.00
XORA Timetrack API	$19.98	$24.99
XORA Timetrack Basic*	$11.99	$24.99
XORA Timetrack Basic Business Plus*	$15.98	$24.99

(1) Pricing may be tiered.
(2) Requires Corrigo Connect Base.
(3) * Service requires the purchase of a data Business Plan. Depending upon Customer's device, a BlackBerry data plan may be required instead.

B. Service Pricing Discount. Nextel Business Solutions are not eligible for Service Pricing Discounts. If a data Business Plan or BlackBerry data plan is required in addition to the application MRC, Customer's Service Pricing Discount may apply to those data plan MRCs only.

2.9 Sprint iDEN Bundle Voice and Data Plan:

iDEN Voice Plans		
	Sprint Custom 400 Voice and BlackBerry	**Sprint Custom1000 Voice and BlackBerry**
MRC	**$49.99 NET OF ALL ISCOUNTS**	**$74.99 NET OF ALL DISCOUNTS**
Anytime Minutes	400	1000
Anytime Minutes Overage	$0.40/minute	$0.40/minute
Sprint Mobile-to-Mobile	Included	Included
Direct Connect® and Group Connect	Unlimited	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited	Unlimited
Shared Minutes	Included	Included
Nationwide Long Distance	Included	Included
Roaming	Not Available	Not Available
Caller ID &Voice Mail	Included	Included
Unlimited BlackBerry*	Included	Included
Unlimited Messages	Included	Included

(1) Customer's use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the BlackBerry service are located at http://na.blackberry.com/eng/legal/terms.jsp, and are subject to change without prior notice to Customer.

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

(3) Additional Nextel Direct Connect features may be subject to an additional charge if not included in Customer's voice Business Plan.

(4) Sprint Custom 400 Voice and Blackberry Plan and Sprint Custom 1000 Voice and Blackberry Plan do not pool or share minutes with any other available plans.

(5) * Phone as Modem not included

(6) BlackBerry Enterprise ("BES") Software and Client Access License ("CAL") – Electronic Delivery

(1) Table 1

BES Software & Additional CALs	
BES Software	**Non-recurring Charge**
20 Users BES Software v. 4.1 - Includes 20 CALs	$3,200

BES Software & Additional CALs	
1 User BES Software v. 4.1 - 1 Includes 1 CAL	$2,299
Additional CALs	**Non-recurring Charge**
BES CAL - 1 License	$74
BES CAL - 5 Licenses	$329
BES CAL - 10 Licenses	$549
BES CAL - 50 Licenses	$2,599
BES CAL - 100 Licenses	$4,799
BES CAL - 500 Licenses	$22,599
BES CAL - 1,000 Licenses	$41,499

(a) BES Software supports Microsoft Exchange, IBM Lotus Domino, and Novell GroupWise.
(b) BES Software charges do not include server hardware.

(2) Table 2

BES Professional Software	
BES Software	**Non-recurring Charge**
5 Users PRO BES Software v. 4.1	$339
10 Users PRO BES Software v. 4.1	$579
Other	**Non-recurring Charge**
PRO to Full BES Product Upgrade	$2,299

(a) BES Software supports Microsoft Exchange and IBM Lotus Domino.
(b) BES Software charges do not include server hardware.

(3) Table 3

Small Business Edition ("SBE")	
BES Software	**Non-recurring Charge**
SBE BES Software v. 4.1 (Novell GroupWise only) – Includes 5 CALs; supports up to 15 users	$749
Additional CALs	**Non-recurring Charge**
SBE BES CAL - 1 License	$74
SBE BES CAL - 5 Licenses	$329
Other	**Non-recurring Charge**
SBE to Full BES Product Upgrade	$2,299

(a) SBE BES Software supports Microsoft Exchange, IBM Lotus Domino, and Novell GroupWise.
(b) Effective March 1, 2008 SBE BES for Microsoft Exchange and IBM Lotus Domino no longer available for order.
(c) SBE BES Software subject to a 15 user maximum.
(d) SBE BES Software charges do not include server hardware.

(4) Table 4

BES Secure/Multipurpose Internet Mail Extensions ("S/MIME") CAL for Microsoft Exchange	Non-recurring Charge
BES S/MIME CAL - 1 License	$139
BES S/MIME CAL - 5 Licenses	$639
BES S/MIME CAL - 10 Licenses	$960
BES S/MIME CAL - 50 Licenses	$3,999

BES Secure/Multipurpose Internet Mail Extensions ("S/MIME") CAL for Microsoft Exchange	Non-recurring Charge
BES S/MIME CAL - 100 Licenses	$6,999
BES S/MIME CAL - 500 Licenses	$27,499
BES S/MIME CAL – 1,000 Licenses	$39,999

(5) Table 5

Version Upgrades	Non-recurring Charge
BES Software 4.1 - Version Upgrade	$699

(a) Upgrades available for Microsoft Exchange, IBM Lotus Domino, and Novell GroupWise.

(6) Technical Support. Technical support does not include handheld or network support and is not available with BES upgrades. Rates for Tx1 to Tx5 technical support are available through Customer's Sprint Account Representative.

2.10 Custom iDEN Unlimited Plan

	Unlimited Custom Plan
NET MRC*	**$99.99**
Term	2 years
Anytime Minutes	Unlimited
Anytime Minutes Overage	Not Applicable
Mobile to Mobile	Unlimited
Nights & Weekends Starting at 7 pm	Unlimited
Nationwide Long Distance	Included
Direct Connect® and Group Connect	Included
Roaming	Included
Caller ID & Voice Mail	Included
Text Messages	Unlimited
BlackBerry Unlimited Email and Web Plan(BES)	Included

*MRCs above are NET. NVP discount does not apply.

2.11 Nextel Direct Connect® Custom Plans

	Unlimited Workgroup Communications	Workgroup Communications with Web & Navigation
MRC	**$29.99**	**$39.99**
Anytime Minutes	0	0

	Unlimited Workgroup Communications	**Workgroup Communications with Web & Navigation**
MRC	**$29.99**	**$39.99**
Anytime Minutes Overage	$0.40/minute	$0.40/minute
Direct Connect® and Group Connect®	Unlimited	Unlimited
Sprint® Mobile-to-Mobile	Unlimited	Unlimited
Unlimited Nights and Weekends (Nights start at 9 pm)	Unlimited	Unlimited
Messaging	Unlimited	Unlimited
Data Access	N/A	Unlimited
Web browsing	N/A	Unlimited
GPS Navigation	N/A	Unlimited

A. A two-year Minimum Service Term is required.

B. Nextel Direct Connect® Custom Plan Add-Ons

Optional Anytime Minute add-on*	**Additional MRC**
500 Anytime Minutes	$30
2000 Anytime Minutes	$100

*These Anytime Minutes pool among users only on the Nextel Direct Connect® Custom Plans.

Optional Xora add-on	**Additional MRC****	**NRC*****
Xora GPS TimeTrack Basic	$10	$0
Xora GPS TimeTrack Premium	$19.99	$0

**MRC is not eligible for Service Pricing Discount.

***Xora setup fee is waived.

C. Direct Connect® and Group Connect® are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, Talkgroup℠ and International Direct Connect, are available with certain devices and may be subject to an additional charge.

2.12 BlackBerry Service Plans

A. Customer's use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the BlackBerry service are located at http://na.blackberry.com/eng/legal/terms.jsp, and are subject to change without prior notice to Customer.

B. BlackBerry Business Plans can only be activated on a BlackBerry device.

C. Monthly Recurring Charges

	BlackBerry 10MB Email and Web Plan	**BlackBerry Unlimited Email and Web Plan**
MRC	**$39.99**	**$49.99**
Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand ("MBB"), Phone As Modem	10MB allotted for Email, Internet/Browsing, Data Mobile BroadBand and Phone As Modem	Unlimited
Overage per Kilobyte	$0.001/KB	Not Applicable

	BlackBerry 10MB Email and Web Plan	**BlackBerry Unlimited Email and Web Plan**
MRC	**$39.99**	**$49.99**
MRC Reduction when attached to a voice plan.	-$5.00	-$5.00

(1) Unless Customer adds a voice Business Plan that includes voice calls and long distance calls to the above BlackBerry data Business Plans, Customer will be charged $.20/minute for voice calls plus $.25/minute for long distance calls.

(2) Additional Nextel Direct Connect features may be subject to an additional charge if not included in Customer's voice Business Plan.

(3) Additional charges apply for messaging service.

EXHIBIT A-2

NATIONWIDE SPRINT NETWORK BUSINESS PLANS & POLICIES

1. **PROVISION OF SPRINT PRODUCTS AND SERVICES**. All terms and conditions in this Attachment apply to Active Units operating on the Nationwide Sprint Network, unless otherwise specified. Sprint Spectrum L.P. provides the Sprint Services listed in the Agreement.

2. **SPRINT VOICE AND DATA RATE PLANS**

2.1 Customer may select from the Sprint voice and data rate plans listed in this Attachment. Unless otherwise stated in this Attachment, Business Plan pricing in this Attachment reflects gross pricing before the application of promotions, including any special offers or other discounts.

2.2 Sprint Business Essentials® Plan

	Business Essentials 400	**Business Essentials 1000**	**Business Essentials 1400**	**Business Essentials 2000**	**Business Essentials 2800**	**Business Essentials 4500**
MRC	**$39.99**	**$59.99**	**$79.99**	**$99.99**	**$129.99**	**$199.99**
Anytime Minutes	400	1000	1400	2000	2800	4500
Anytime Minutes Overage	$0.40/minute	$0.40/minute	$0.40/minute	$0.40/minute	$0.40/minute	$0.40/minute
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Unlimited Nights & Weekends starting at 9 pm	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Shared Minutes	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included
Roaming	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included

A. Roaming charges are included.

B. Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TeamDC™, are available with certain devices and may be subject to an additional charge.

2.3 Sprint Business Essentials® Plan

	Business Essentials Add-a-Phone
MRC	**$20.00**
Anytime Minutes	0
Anytime Minutes Overage	$0.40/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited
Sprint Mobile-to-Mobile	Unlimited
Anytime Minute Sharing	Included
Nationwide Long Distance	Included
Caller ID & Voice Mail	Included

A. Add-a-Phone requires the purchase of a Sprint Business Essentials Plan with Anytime Minutes.

2.4 450 MOU non-sharing Plans

Data + Text

	Data 450
MRC	**$69.99**
Anytime Minutes	450
Unlimited data, including Web surfing & BlackBerry Internet Services (BIS)	Included
Unlimited Direct Connect: Direct Connect and Group Connect (for capable phones)	Included
Unlimited messaging: Text, pictures and video	Included
Anytime Minutes Overage	$0.45/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited
Nationwide Long Distance	Included
Caller ID &Voice Mail	Included

Text Only

	Messaging 450
MRC	**$49.99**
Anytime Minutes	**450**
Unlimited Direct Connect: Direct Connect and Group Connect (for capable phones)	Included
Unlimited messaging: Text, pictures and video	Included
Anytime Minutes Overage	$0.45/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited
Nationwide Long Distance	Included
Caller ID &Voice Mail	Included

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

A. Sprint Data Add-Ons

Data Plan	**MRC**
Sprint Data Pack	$15
Sprint Data Premier (requires Sprint Data Pack)	$10
Sprint PRO Pack	$30
BlackBerry® Personal Pack	$30
Sprint Business Application Data Plan	$10

(1) Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the wireless high speed data network, and then will default to the Sprint Vision (1xRTT) network depending on coverage and network availability.

(2) Phone as Modem may be added to the Sprint PRO Pack or the BlackBerry Personal Pack for an additional $15 MRC. The included email solution in the Sprint PRO Pack for Windows Mobile/Palm Devices is Microsoft Direct Push technology via ActiveSync[SM] or Versamail. The included email solution in the BlackBerry Personal Pack is BlackBerry Internet Service.

(3) The Sprint Business Application Data Plan requires a Sprint business application.

(4) In addition to a Sprint Data plan, Standard Public Static IP is available for an additional $3.00 per IP address per month.

B. Sprint Domestic Messaging Add-Ons. Messaging add-ons include 2-way and/or PictureMail based on device capability. Additional charges apply for international messaging.

Messaging Plan	MRC	Additional Messages
300 Messages	$0	$0.20
1000 Messages	$10	$0.20
Unlimited Messages	$20	N/A

2.6 Sprint Flat Rate Business Plan.

A. Charges. Sprint will charge Customer an MRC and a flat rate per-minute charge for each minute used on a Corporate-Liable Active Unit Sprint device. There are no included plan minutes.

MRC	$10
Per-Minute Rate for All Voice Minutes Used, including Anytime Minutes, Nights & Weekends, Nationwide Long Distance, Domestic Roaming, Domestic Roaming Long Distance and Sprint Mobile-to-Mobile	$0.10
Direct Connect® and Group Connect	$0.10
Shared Minutes	Not Included
Caller ID & Voice Mail	Included

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

B. If Customer selects the Sprint Flat Rate Business Plan, customer is limited to activating 20% of its total Corporate-Liable Active Unit Sprint devices to the plan without exceptions.

C. Customer may not combine certain voice plan add-ons, including Sprint Mobile-to-Mobile, Sprint to AudioConferencing, Shared Minutes, Unlimited Nights & Weekends (nights starting at 7 pm), Unlimited Nights & Weekends (nights starting at 6 pm), and Unlimited Nights & Weekends (nights starting at 9 pm), with this plan.

D. Roaming. Domestic Roaming and Domestic Voice Roaming Long Distance are included in the per-minute rate stated above.

2.7 Sprint CDMA Bundled Voice and Data Plans:

CDMA Voice Plans		
	Sprint Custom 400 Voice and BlackBerry	**Sprint Custom1000 Voice and BlackBerry**
MRC	**$49.99 NET OF ALL DISCOUNTS**	**$74.99 NET OF ALL DISCOUNTS**
Anytime Minutes	400	1000
Anytime Minutes Overage	$0.40/minute	$0.40/minute

Sprint Mobile-to-Mobile	Included	Included
Direct Connect® and Group Connect	Unlimited	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited	Unlimited
Shared Minutes	Included	Included
Nationwide Long Distance	Included	Included
Roaming	Included	Included
Caller ID &Voice Mail	Included	Included
Unlimited BlackBerry*	Included	Included
Unlimited Messages	Included	Included

(1) Customer's use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the BlackBerry service are located at http://na.blackberry.com/eng/legal/terms.jsp, and are subject to change without prior notice to Customer.

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

(3) Additional Nextel Direct Connect features may be subject to an additional charge if not included in Customer's voice Business Plan.

(4) Sprint Custom 400 Voice and Blackberry Plan and Sprint Custom 1000 Voice and Blackberry Plan do not pool or share minutes with any other available plans.

(5) * Phone as Modem not included

(6) BlackBerry Enterprise ("BES") Software and Client Access License ("CAL") – Electronic Delivery

(1) Table 1

BES Software & Additional CALs	
BES Software	**Non-recurring Charge**
20 Users BES Software v. 4.1 - Includes 20 CALs	$3,200
1 User BES Software v. 4.1 - 1 Includes 1 CAL	$2,299
Additional CALs	**Non-recurring Charge**
BES CAL - 1 License	$74
BES CAL - 5 Licenses	$329
BES CAL - 10 Licenses	$549
BES CAL - 50 Licenses	$2,599
BES CAL - 100 Licenses	$4,799
BES CAL - 500 Licenses	$22,599
BES CAL - 1,000 Licenses	$41,499

(a) BES Software supports Microsoft Exchange, IBM Lotus Domino, and Novell GroupWise.

(b) BES Software charges do not include server hardware.

(2) Table 2

BES Professional Software	
BES Software	**Non-recurring Charge**
5 Users PRO BES Software v. 4.1	$339
10 Users PRO BES Software v. 4.1	$579
Other	**Non-recurring Charge**
PRO to Full BES Product Upgrade	$2,299

(a) BES Software supports Microsoft Exchange and IBM Lotus Domino.
(b) BES Software charges do not include server hardware.

(3) Table 3

Small Business Edition ("SBE")	
BES Software	**Non-recurring Charge**
SBE BES Software v. 4.1 (Novell GroupWise only) – Includes 5 CALs; supports up to 15 users	$749
Additional CALs	**Non-recurring Charge**
SBE BES CAL - 1 License	$74
SBE BES CAL - 5 Licenses	$329
Other	**Non-recurring Charge**
SBE to Full BES Product Upgrade	$2,299

(a) SBE BES Software supports Microsoft Exchange, IBM Lotus Domino, and Novell GroupWise.
(b) Effective March 1, 2008 SBE BES for Microsoft Exchange and IBM Lotus Domino no longer available for order.
(c) SBE BES Software subject to a 15 user maximum.
(d) SBE BES Software charges do not include server hardware.

(4) Table 4

BES Secure/Multipurpose Internet Mail Extensions ("S/MIME") CAL for Microsoft Exchange	Non-recurring Charge
BES S/MIME CAL - 1 License	$139
BES S/MIME CAL - 5 Licenses	$639
BES S/MIME CAL - 10 Licenses	$960
BES S/MIME CAL - 50 Licenses	$3,999
BES S/MIME CAL - 100 Licenses	$6,999
BES S/MIME CAL - 500 Licenses	$27,499
BES S/MIME CAL - 1,000 Licenses	$39,999

(5) Table 5

Version Upgrades	Non-recurring Charge
BES Software 4.1 - Version Upgrade	$699

(a) Upgrades available for Microsoft Exchange, IBM Lotus Domino, and Novell GroupWise.

(6) **Technical Support.** Technical support does not include handheld or network support and is not available with BES upgrades. Rates for Tx1 to

Tx5 technical support are available through Customer's Sprint Account Representative.

2.8 Custom CDMA Unlimited Plan

	Unlimited Custom Plan
NET MRC*	**$99.99**
Term	2 years
Anytime Minutes	Unlimited
Anytime Minutes Overage	Not Applicable
Mobile to Mobile	Unlimited
Nights & Weekends starting at 7 pm	Unlimited
Nationwide Long Distance	Included
Roaming	Included
Caller ID & Voice Mail	Included
Text Messages	Unlimited
BlackBerry Unlimited Email and Web Plan(BES) or Sprint Pro Pack	Included
Phone as Modem*	$10

*MRCs above are NET. Service discount does not apply.

2.9 Nextel Direct Connect® Custom Plans

	Unlimited Workgroup Communications	**Workgroup Communications with Web & Navigation**
MRC	**$29.99**	**$49.99**
Anytime Minutes	0	0
Anytime Minutes Overage	$0.40/minute	$0.40/minute
Direct Connect® and Group Connect®	Unlimited	Unlimited
Sprint® Mobile-to-Mobile	Unlimited	Unlimited
Unlimited Nights and Weekends (Nights start at 9 pm)	Unlimited	Unlimited
Messaging	Unlimited	Unlimited
Data Access	N/A	Unlimited
Web browsing	N/A	Unlimited
GPS Navigation	N/A	Unlimited

A. A two-year Minimum Service Term is required.

B. Nextel Direct Connect® Plan Add-Ons

Optional Anytime Minute add-on*	**Additional MRC**
500 Anytime Minutes	$30
2000 Anytime Minutes	$100

*These Anytime Minutes pool among users only on the Nextel Direct Connect Custom Plans.

Optional Xora add-on	**Additional MRC****	**NRC*****
Xora GPS TimeTrack Basic	$10	$0
Xora GPS TimeTrack Premium	$19.99	$0

**MRC is not eligible for Service Pricing Discount.

***Xora setup fee is waived.

C. Direct Connect® and Group Connect® are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, Talkgroup℠ and International Direct Connect, are available with certain devices and may be subject to an additional charge.

2.10 Sprint AIRAVE Pricing. The following options may be added to Sprint AIRAVE equipment operating on the Nationwide Sprint Network.

A. Sprint AIRAVE Pricing

AIRAVE	**MRC**
Monthly Fee	$4.99*

*MRC is net of all discounts and is not eligible for Service Pricing Discounts.

B. Sprint AIRAVE Optional Add-Ons

AIRAVE Voice Plans	**MRC**
Unlimited Calling, Single Line	$10
Unlimited Calling, Multiple Lines	$20

(1) Unlimited nationwide calling extends to domestic voice calling initiated within the AIRAVE coverage area; excludes calls initiated outside of the AIRAVE coverage area and international calling.

(2) The AIRAVE Unlimited Voice Plan can be applied to a maximum of five subscribers in a shared plan group.

(3) Standard rates apply for other products and services accessed within the AIRAVE coverage area (e.g. text messages, downloads & ringers). Unless a data pack is selected, additional charge may apply for data usage.

(4) Broadband access (cable or DSL only), an available Ethernet port with cable or DSL service, a Sprint phone and voice plan are required.

(5) AIRAVE provides voice and data service over the Nationwide Sprint Network, which is the Sprint-owned or controlled CDMA/1xrtt wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services. AIRRAVE does not support voice or data usage over the Nextel National Network, the Sprint Mobile Broadband Network or the Sprint 4G Network.

(6) Equipment may not work in all areas. Consult with your sales representative to confirm AIRAVE is supported in your area.

(7) Activations of Sprint AIRAVE Plans are not eligible for service credits, wireless device discounts, or rebates.

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

A. Sprint Workgroup Solutions Add-Ons

Application	MRC	Non-recurring Charge
Agilis SmartConnect*	$14.99	$25.00
Corrigo Connect Base*	$14.00	N/A
Corrigo Cost Allocation & Parts Catalog(1)*	$10.00	N/A
Corrigo Punch List(1)*	$10.00	N/A
Corrigo Inventory Management(1)*	$15.00	N/A
Corrigo Invoicing(1)*	$10.00	N/A
Corrigo Scheduled Work(1)*	$10.00	N/A
Corrigo Customer Portal(1)*	$15.00	N/A
J2X Handheld Connect*	$19.95	N/A

(1) Requires Corrigo Connect Base.

* Service requires the purchase of a data Business Plan or Sprint Data Pack. Depending upon Customer's device, a BlackBerry data plan may be required instead.

B. Additional Terms. For Sprint Workgroup Solutions listed below, Customer must comply with the Sprint Business Mobility Framework Services Product Annex, which is incorporated into this Agreement as Exhibit I.

Application	MRC	Non-recurring Charge
ActSoft Comet Tracker Lite	$19.95	$20.00
Agilis SmartLocate	$19.99	$25.00
Agilis SmartLocate & SmartConnect Bundle*	$29.99	$25.00
Agilis SmartLocate, SmartConnect & SmartRoute Bundle*	$51.99	$25.00
Air-Trak Phone Application	$14.95	$19.95
Gearworks eTrace Worksight	$24.95	$25.00
Gearworks eTrace Worksight Lite	$19.95	$25.00
TeleNav Track Lite	$19.99	$19.99
TeleNav GPS Navigator	$10.00	N/A
Telenav Track Basic	$9.99	$19.99
Telenav Track Premium	$21.99	$19.99
XORA Timetrack API	$19.99	$24.99
XORA Timetrack Basic*	$21.99	$24.99
XORA Timetrack Basic Business Plus*	$25.98	$24.99

* Service requires the purchase of a data Business Plan or Sprint Data Pack. Depending upon Customer's device, a BlackBerry data plan may be required instead.

C. Service Pricing Discounts. Sprint Workgroup Solutions are not eligible for Service Pricing Discounts. If a data Business Plan, Sprint Data Pack or BlackBerry data plan is required in addition to the application MRC, Customer's Service Pricing Discount may apply to those data plan MRCs only.

2.12 BlackBerry Service Plans

A. Customer's use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the BlackBerry service are located at http://na.blackberry.com/eng/legal/terms.jsp, and are subject to change without prior notice to Customer.

B. BlackBerry Business Plans can only be activated on a BlackBerry device.

C. Monthly Recurring Charges

	BlackBerry 10MB Email and Web Plan	**BlackBerry Unlimited Email and Web Plan**
MRC	**$39.99**	**$49.99**
Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand ("MBB"), Phone As Modem	10MB allotted for Email, Internet/Browsing, Data Mobile BroadBand and Phone As Modem	Unlimited
Overage per Kilobyte	$0.001/KB	Not Applicable
MRC Reduction when attached to a voice plan.	-$5.00	-$5.00

(1) Unless Customer adds a voice Business Plan that includes voice calls, long distance calls, and Domestic Roaming to the above BlackBerry data Business Plans, Customer will be charged $.20/minute for voice calls plus $.25/minute for long distance calls. Domestic Roaming calls are $.69/minute with an additional $.25/minute for long- distance calls.

(2) Additional charges apply for messaging service as shown in Section 2.5(B).

2.13 Connection Plan.

MRC	**$39.99 NET of All Discount**
Voice Calls, including long distance (if card is capable)	$0.20 per minute

A. All pricing and available MBs are the same whether Customer-Liable Active Units use the Sprint EVDO network or the Sprint 1xRTT network. Wireless EVDO coverage is not available everywhere and requires an EVDO-compatible connection card. Where the Sprint EVDO network is available and an EVDO -compatible connection card is used, Customer-Liable Active Units will first attempt to connect to the EVDO network, and then default to the Sprint 1xRTT network depending on coverage and network availability.

B. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

EXHIBIT B – SERVICE REQUIREMENTS

A. Service Commencement Date

The Supplier shall begin delivery of Services on the date requested by VITA or the USF Subscriber and agreed to by the Supplier in an order. VITA or a USF Subscriber may delay the Service commencement date by notifying the Supplier at least three (3) days before the scheduled Service commencement date.

VITA requires that Supplier provide delivery equal to or better than that provided its commercial and retail customers. Failure to comply with this provision may be considered grounds for termination of this Contract.

B. Acceptance

Initial Service activation or Product delivery shall be subject to Acceptance. Service(s) or Product(s) shall be deemed accepted when VITA or the Subscriber determines that the Services or Product(s) ordered meet the requirements or written criteria set forth herein, the manufacturer's specifications and/or the applicable order. VITA or the Subscriber shall commence Acceptance testing within a reasonable time period after commencement of the Service or delivery of the Product or within such longer time period mutually agreed upon by the Parties to the order. VITA or the Subscriber shall have seventy-two (72) hours, or such longer period as may be agreed upon between Supplier and VITA or the Subscriber in an order, from completion of Services to evaluate and accept the Services ("Evaluation Period"), provided that VITA or the Subscriber, in its sole discretion, may accept the same prior to expiration of the Evaluation Period. If the Supplier's a Service or Product fail to meet the specifications or requirements of the Contract or the applicable order, or those required by the Supplier's own technical documentation, then VITA or the Subscriber may require the Supplier to re-perform such Service, or repair or replace such Product.

Acceptance shall be effective for the purpose of making payment for Services or Products, as applicable, provided, however, Acceptance by VITA or Subscriber following the evaluation period shall not be conclusive that the Services conform in all respects to the specifications and requirements of the Contract or the applicable order. In the event that nonconformance therewith is discovered by VITA or Subscriber after Acceptance, whether due to a latent defect or otherwise, the Supplier shall take whatever action is necessary, including but not limited to re-performance of Services, to conform the Services to the specifications and requirements of the Contract or the applicable order. The Supplier's failure to do so shall constitute a default on the Contract or the applicable order for which VITA or Subscriber may exercise the remedies provided in the section of the Contract entitled "Termination for Breach or Default," in addition to and not in lieu of any other remedies available at law or in equity.

C. Cure Period

Supplier shall correct the non-conformities identified during Acceptance of initial Service activation or delivery and shall thereafter commence re-activation of Services or repair or delivery of Products, within five (5) days of written notice of non-conformance by VITA or the Subscriber, or as otherwise agreed between VITA and Supplier or Subscriber and Supplier. Supplier will notify VITA in writing within the 5-day cure period if correction or reperformance cannot be met, as well as the appropriate resolution period VITA can expect; If VITA receives notice that Supplier will be unable to provide correction or reperformance during the cure period, VITA may, at its option, extend the cure period or terminate the Service without liability. In the event that Supplier fails to deliver a Service which meets the Requirements, VITA or the Subscriber may, in its sole discretion: (i) reject the Service in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Rejection will terminate the individual order issued under this Contract, and at the sole option of VITA, the Contract. Notwithstanding the foregoing, VITA or the Subscriber shall be entitled to pursue any other remedies that are available to it under this Contract and at law or in equity.

D. Response

Throughout the Contract term, including any extensions thereto, Supplier shall respond to reports of interruption of Service and acknowledge all requests for restoration of Service with a status report within one (1) hour after notification by VITA or a Subscriber that a Service or Product failure has occurred. Supplier shall include in its status report a description of the failure and the estimated time to repair/restore Services. Updates shall be provided every two hours until resolution.

E. Product Replacement

In the event that a replacement Product is required for Subscriber to continue to use a Service, Supplier shall deliver such replacement to Subscriber within 24 business hours of the determination that replacement equipment is required.

F. Service Levels and Remedies

Supplier shall provide a Single Point of Contact (SPOC) for the reporting of service problems encountered by VITA or Subscriber while using the Services. Supplier shall provide a local SPOC representatives for the reporting of Service and Product problems during normal business hours (8:00 a.m. to 5:00 p.m. Eastern time, Monday-Friday, excluding state holidays). As an alternate and during non-business hours, the SPOC shall provide representatives available twenty-four (24) hours per day, seven (7) days a week, including weekends and holidays, via a toll free telephone number.

VITA shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which VITA or a Subscriber is denied use of the Service due to Service failures and disruptions for four (4) or more hours during any single twenty-four (24) hour period. The rebate shall apply to the initial four (4) hours and all additional hours, or portions thereof, during which VITA or the public body which is the recipient of Supplier's Services is denied access to the Service.

In addition, VITA or USF Subscriber shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which VITA or Subscriber which is the recipient of Supplier's Services is denied use of the Service for eight (8) hours or more during any consecutive thirty (30) day period. The rebate shall apply to the initial eight (8) hours and all additional hours, or portions thereof, during which VITA or the public body which is the recipient of Supplier's Services is denied access to the Service.

Credits and rebates are remedies available to VITA and USF Subscribers in addition to, and not in lieu of, any other remedies available pursuant to this Contract or at law or in equity.

EXHIBIT C – TELECOMMUNICATIONS SERVICE ORDER (TSO) EXAMPLE

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PRINTED FROM VTA-SOS ON 20070423 AT 15:34:43.6 BY MISMAM 704805-999-VTA

                    VIRGINIA INFORMATION TECHNOLOGIES AGENCY
                 110 SOUTH 7TH STREET, RICHMOND,  VA  23219

                     TELECOMMUNICATIONS SERVICE ORDER
          *** OC&C SERVICE ONLY - NO FACILITY DETAIL SHEETS ATTACHED ***
* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *
* VTA ORDER NO : 704805-999-VTA                    PROJECT: MAM-0423        *
* ACCOUNT NO.   : VTA999                  REQUESTED DUE DATE: 20070502       *
* VTA CONTACT   : MARGARET A. MORAN                                          *
* TELEPHONE     : 804/371-8534                                               *
* COPY TO       :                                                            *
*                                                                            *
* VTA APPROVAL : ______________________________________  DATE: ____________ *
* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *
  ACTIVITY CODE: 0136000                AGENCY LOG NO:
  AGENCY       : VA INFORMATION TECHNOLOGIES AGY
  COORDINATOR  : PAUL HOPPES, ALVIN SEAY
  ADDRESS      : 110 SOUTH 7TH ST.
  CITY         : RICHMOND
  STATE:       : VA                                ZIP: 23219
  TELEPHONE    : 804/371-5580
* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *
* VENDOR        : VIRGINIA INFORMATION TECHNOLOGIES AGENCY                   *
* ADDRESS        : 110 SOUTH 7TH STREET                                     *
* CITY           : RICHMOND                                                 *
* STATE          : VA                                ZIP: 23219             *
* REMARKS TO VENDOR:                                                        *
*                                                                           *
*                                                                           *
*                                                                           *
*                                                                           *
*                                                                           *
* SERVICE REP: ____________________________________________________________ *
*                                                                           *
* TELEPHONE  : ____________ DUE DATE: ________                              *
*                                                                           *
* S.O. NOS   : ____________ ____________ ____________ ____________          *
*                                                                           *
* REMARKS FROM VENDOR:                                                      *
*                                                                           *
*    ____________________________________________________________________   *
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*    ____________________________________________________________________   *
*                                                                           *
*    ____________________________________________________________________   *
*                                                                           *
* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *
  SERVICE ORDER GENERAL DESCRIPTION:          DESCRIPTION PAGE  1 OF   2

                          XYZ COMPANY

  CONTACT:          JANE DOE
  SERVICE ADDRESS:  110 S. 7TH ST.
                    RICHMOND, VA  23219
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EXHIBIT D – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Signature On File

Printed Name: Rita J. Fistere

Organization: Sprint Solutions, Inc.

Date: May 11, 2009

EXHIBIT E – INDIVIDUALS AUTHORIZED TO ORDER SERVICES

Margaret Moran

Pamela Wood-Henry

Linda Brown

EXHIBIT F – WIRELESS SERVICES PRODUCT ANNEX

1. BUSINESS PLAN FEATURES, POWERSOURCE™ DEVICES AND OPTIONS.

1.1 Wireless Voice Features.

A. General. Wireless voice Services are provided on the Sprint Networks. Wireless voice service areas and international coverage areas may change and are accessible through www.sprint.com or by contacting Customer's Sprint Account Representative. Wireless voice Services are not available on the Sprint 4G Network.

B. Shared Minutes. Customer must have a minimum of 2 Corporate-Liable Active Units in a Shared Minute group. All Corporate-Liable Active Units using the Shared Minutes option must subscribe to a Business Plan with Anytime Minutes. Data-only Business Plans are not eligible for the Shared Minutes option. After a Corporate-Liable Active Unit in a Shared Minute group has exhausted all Anytime Minutes in its Business Plan, the Corporate-Liable Active Unit's additional airtime minutes are billed at the overage rate defined in the associated Business Plan. Eligible Business Plans are available by contacting Customer's Sprint Account Representative.

C. Sprint Mobile-to-Mobile. "Sprint Mobile-to-Mobile" means voice calls from one Active Unit on the Nationwide Sprint Network or Nextel National Network to another Active Unit on the Nationwide Sprint Network or Nextel National Network. With this feature, Customer may use an unlimited number of minutes each month to make or receive calls on the Nationwide Sprint Network or Nextel National Network between Sprint and Nextel phones. Sprint Mobile-to-Mobile calling does not apply to calls to check voicemail, to obtain directory assistance, or placed through indirect calling methods, and is not available when Roaming.

D. Add-a-Phone. The Add-a-Phone feature allows Customer to activate a Corporate-Liable Active Unit on a Business Plan with Anytime Minutes and add up to 5 additional Corporate-Liable Active Units (each, a "Secondary Line") to that Business Plan. Customer may not be able to select Sprint Mobile-to-Mobile calling options when using the Add-a-Phone option. The Add-a-Phone option is not available with all voice Business Plans. Eligible Business Plans are available by contacting Customer's Sprint Account Representative.

1.2 Wireless Data Features.

Sprint provides wireless data solutions and Services over the Nationwide Sprint Network, the Sprint Mobile Broadband Network, and the Sprint 4G Network in certain coverage areas. Coverage areas may change and are accessible through www.sprint.com/coverage or by contacting Customer's Sprint Account Representative. When the Sprint Mobile Broadband Network is available and Customer uses a Sprint EVDO-compatible device with a wireless high-speed data Business Plan, Active Units will first attempt to connect to the Sprint Mobile Broadband Network, and then default to the Nationwide Sprint Network depending on coverage and network availability. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a Business Plan for Sprint 4G Services, Active Units will first attempt to connect to the Sprint 4G Network, and then default to the Sprint Mobile Broadband Network or Nationwide Sprint Network depending on coverage and network availability. Access to the Sprint Mobile Broadband Network or the Sprint 4G Network may require installation of separate software depending on the Product. Wireless high-speed data throughput rates may vary depending on Customer's location at the time of use and other factors. Sprint also offers wireless data solutions over the Nextel National Network for select Products.

1.3 Nextel Direct Connect® Features.

A. General. Nextel Direct Connect transmissions occur only between Active Units that are each capable of sending and receiving Nextel Direct Connect transmissions. Nextel Direct Connect transmissions do not work simultaneously with a voice call or with active wireless data transmissions from the same Product. Nextel Direct Connect service areas and international coverage areas may change and are accessible through www.sprint.com or by contacting Customer's Sprint Account Representative. Nextel Direct Connect Services are not available when Roaming and are not available on the Sprint 4G Network.

B. Direct Connect®. All Nextel Direct Connect Products are capable of making nationwide Direct Connect transmissions. If Customer intentionally disables "cross fleet" functionality for Nextel Devices, then Direct Connect service will work only with Customer's own Nextel Devices.

C. Group Connect®. Group Connect service requires a group-capable device in order to initiate and receive Group Connect transmissions. A subscriber with a group-capable phone may create a group with any participant, but only those subscribers with group-capable phones will be pulled into the Group Connect transmission. Group Connect is limited to 21 total participants (including the originator). Each group must consist entirely of either Nextel Devices or Sprint Devices.

D. International Direct Connect℠. International Direct Connect is only available to Nextel Devices also subscribed to Direct Connect service. International Direct Connect currently includes both the ability to place Nextel Direct Connect transmissions from the United States to users outside the United States and the

ability to place and receive Nextel Direct Connect transmissions from outside the United States in select countries.

E. Direct Send℠. Direct Send lets a user send a picture or contact information to another subscriber using the Nextel Direct Connect service. Direct Send is only available on select Nextel Devices.

F. NextMail®. NextMail allows a user to use Nextel Direct Connect minutes to record and send voice messages to any e-mail address. NextMail is only available on Nextel Devices.

G. Talkgroup℠. Talkgroup members must be from the same calling area and be established on the same fleet. Additionally, group members must be in their home calling area to initiate or receive Talkgroup transmissions. Talkgroup is only available for Nextel Devices and can include up to 200 total users. Emergency Talkgroup gives the group coordinator the ability to contact and preempt all other transmissions for group members.

H. Priority Connect®. Priority Connect allows users to preempt the use of Nextel National Network resources when placing and receiving Nextel Direct Connect transmissions. Priority Connect is available only to qualified customers (e.g. emergency "first responders") on specific Business Plans using Nextel Devices.

I. Direct Talk℠. Certain Nextel Devices are capable of direct two-way radio transmissions. Direct Talk transmissions do not use the Nextel National Network and require each user to have a Direct Talk-capable Nextel Device using the same radio channel.

J. TeamDC℠. TeamDC allows up to 35 nationwide group members (including the group creator), all using Sprint Devices, to participate in a Nextel Direct Connect group transmission at the same time. The TeamDC Talker Priority feature allows the TeamDC group originator to designate priority for certain group members to interrupt other participants during the group transmission.

K. Call Alert. Call Alert allows a Nextel Direct Connect user to send a repeating alert to notify another Nextel Direct Connect user that the user would like to communicate. Users of Sprint Devices may send one of 20 free, pre-written text messages with a Call Alert to provide more detail to the recipient of the Call Alert.

L. DC Permissions. DC Permissions allow a Nextel Direct Connect user to block/allow Nextel Direct Connect transmissions from select individuals. DC Permissions also will block Group Connect transmissions if the Group Connect transmission is initiated by a blocked user. DC Permissions will not block Group Connect or TeamDC transmissions that have a blocked party in the group. DC Permissions is only available on Sprint Devices.

M. SMS Messaging. Nextel Direct Connect users with Sprint Devices may be prompted to send a text or voice SMS message when a Nextel Direct Connect transmission is blocked (e.g. the other user is out of coverage, has his/her device turned off, or is using other Services). Prompted SMS Messaging is only available for Nextel Direct Connect transmissions between two Sprint Devices when the recipient uses a single number for voice calls and Nextel Direct Connect service. Sprint charges for these SMS messages consistent with Customer's Business Plan.

1.4 PowerSource™ Devices. PowerSource devices provide wireless voice and data Services over the Nationwide Sprint Network, Sprint Mobile Broadband Network, and Nextel Direct Connect transmissions over the Nextel National Network. Voice and data service is only available in coverage areas of the Nationwide Sprint Network or Sprint Mobile Broadband Network. Nextel Direct Connect service is only available in coverage areas of the Nextel National Network. Service features, functionality and plans vary by PowerSource device and may not be available in all markets. Active Units upgrading to a PowerSource device may experience changes in service availability, pooling eligibility, billing, surcharges and local calling rates.

1.5 Ready Link℠. Ready Link is a push-to-talk service available on select Products on the Nationwide Sprint Network. Ready Link is not interoperable or compatible with Nextel Direct Connect Services.

1.6 Roaming. Business Plans that include roaming ("Roaming Included Plans") are not available with single-band phones or to users residing outside an area covered by the Nationwide Sprint Network. Sprint may terminate Service to a Corporate-Liable Active Unit if in a given month (1) more than 800 minutes, (2) a majority of minutes, or (3) a majority of data kilobytes are used for Roaming. International calling is not included in Roaming Included Plans. Wireless data Services and certain calling features (voicemail, caller ID, call waiting, etc.) may not be available while Roaming. Roaming areas may change and Roaming may not be available everywhere; visit www.sprint.com/coverage for details. Roaming is not available on the Nextel National Network or on the Sprint 4G Network.

1.7 Modification. Sprint may modify terms and features of a wireless Business Plan, not identified herein, Customer is only authorized to purchase the Business Plans identified in this Agreement.

2. CHARGES, FEES AND CREDITS.

2.1 Monthly Recurring Charges. Sprint will bill Customer for Wireless Services based on the MRC for the selected Business Plan. Customer will incur overage charges if the minutes or megabytes used exceed the minutes or megabytes allowed under the selected Business Plan.

2.2 Usage Charges.

A. Wireless Voice Usage.

(1) General. Outgoing call usage is calculated from the time Customer initiates contact with the Sprint Networks until the connection to the Sprint Network is broken or dropped, whether or not the actual connection to the intended recipient of the call is successful. There is no call usage for outgoing voice calls that reach a busy signal, a disconnected number or that ring continuously without making connection to the Sprint Networks. Incoming call usage is calculated from the time Customer's device connects to the Sprint Networks (which is just before the device starts ringing) until the connection to the Sprint Networks is broken or dropped. There is no call usage for incoming voice calls that Customer does not answer or that enter Customer's voicemail. For each successful call, Customer will be charged a minimum of 1 minute of airtime. After the first minute, airtime charges are rounded-up to the next second or next minute, as specified in the respective Business Plan. On calls that cross time periods (e.g., Anytime Minutes versus Nights and Weekends), minutes are deducted or charged based on the call start time.

(2) Long Distance/Special Services. Customer may incur long distance charges (including international calling) or other charges for calls to 800, 866, 877, 888 and other toll-free numbers on Business Plans that do not include long distance. Customer also may incur charges for special Services such as directory assistance, operator-assisted calls or call-forwarding, depending on Customer's Business Plan.

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

B. Wireless Data Usage.

(1) General. Data usage is calculated from the time Customer's device makes contact with the Sprint Networks or Sprint 4G Network until the respective network connection is broken or dropped, whether or not the transmission of data is successful. Data usage may occur on any device capable of data transmission, including handheld devices and devices attached to or embedded in computers and includes sending and receiving e-mail, browsing the Internet, accessing certain Applications, all complete, partial or interrupted uploads or downloads and re-sent data, and unsuccessful attempts to reach websites and other Applications and Services, including those resulting from dropped network connections. Data usage is rounded up to the next whole kilobyte. Rounding occurs at the end of each separate session or each clock hour (at the top of each hour) if the session spans more than 1 clock hour. Rounding of data usage charges occurs at the end of each billing period and the total kilobyte charges are rounded up to the next cent. Customer's invoice will not separately identify the number of kilobytes attributable to Customer's use of specific sites, sessions or Services used. When traveling within the Sprint Networks, a data session may end when moving between coverage areas and a new data session initiated, although no interruption to the actual data session will occur. When traveling between the Sprint Networks and the Sprint 4G Network, a data session will end and a new data session will be initiated. Circuit-switched, modem-to-modem data calls are treated as voice calls and use Anytime Minutes on the associated Business Plan (or are billed at casual voice rates) in lieu of using kilobytes for data usage. Circuit-switched, modem-to-modem data calls are not available on the Sprint 4G Network.

(2) Text and Numeric Messaging. Unless Customer has purchased a quantity of messages at a fixed MRC, text and numeric messaging are charged on a per message basis. Sprint will charge Customer the per message rate for each message that exceeds Customer's purchased quantity. Text and numeric messaging are not available on the Sprint 4G Network.

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

C. Nextel Direct Connect Usage.

(1) Nextel Direct Connect Transmissions.

(a) A Nextel Direct Connect transmission begins approximately when Customer presses the button to initiate a transmission and ends approximately 6 seconds after completion of a communication (i.e., when Customer or another participant releases the button) to which no participant responds within 6 seconds. If a participant responds within 6 seconds, the response is calculated as part of the initial transmission. Customer initiates a new transmission if Customer responds more than 6 seconds after another participant completes a communication. Airtime charges apply for the entire period of time the transmission is connected to the Sprint Networks. Sprint will charge a minimum of 6 seconds for all Nextel Direct Connect transmissions. After 6 seconds, Nextel Direct Connect airtime on a Nextel Device is rounded up to the next second for each transmission.

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

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

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

D. Ready Link Usage. Ready Link Service is no longer actively sold by Sprint. Customers with active Ready Link accounts may purchase additional Lines. Ready Link can only be purchased by Customer with certain Business Plans that include unlimited push-to-talk transmissions.

E. Roaming Charges. Voice calls made while off the Nationwide Sprint Network incur separate Roaming charges in addition to minutes of usage, unless Roaming is included in Customer's Sprint Business Plan. Domestic Roaming voice rates may be set out in Customer's pricing attachment. Domestic Roaming for data is included in Sprint Business Plans. International Roaming rates for voice and data will vary and are accessible through www.sprint.com/international or by contacting Customer's Sprint Account Representative. There may be delays in invoicing Roaming charges due to the practices of the Roaming service provider.

2.3 Upgrade Charges. Sprint will waive Customer's upgrade charges.

2.4 Reactivation Fee. If Sprint terminates Service to a Corporate-Liable Active Unit as permitted under the Agreement or requested by Customer, Sprint may require payment of any outstanding account balance before Sprint reactivates Service to the affected Active Unit. Sprint will waive Customer's reactivation fees.

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

3. BILLING AND AFFILIATES

3.1 Invoicing. Unused Business Plan minutes and megabytes do not carry forward. In certain instances (e.g., Roaming charges), Sprint may invoice Customer for usage that occurred during a prior invoicing cycle, if not previously invoiced to Customer. When Sprint invoices for usage incurred during a prior invoicing cycle, those minutes count against minutes in the current invoicing cycle. Wireless Services billed according to a monthly flat rate may not include itemization. Sprint may bill Customer on behalf of third party providers of Applications that Customer accesses through wireless Products. Customer is responsible for all charges for wireless Products and Services associated with each Corporate-Liable Active Unit. For single payments to be applied across multiple account numbers, Customer must identify with its payment the specific amounts paid for each account number.

3.2 Account Changes. Customer-requested changes to Business Plans or Wireless Service options may not be effective until the following bill cycle. For Customer-initiated Wireless Service cancellations, Sprint will bill Customer for the entire month in which Wireless Service was cancelled. When Customer changes Business Plans during a bill cycle, minutes and megabytes will be charged under the Business Plan in effect at the time the usage was incurred.

3.3 Customer Subscribers. Sprint and Customer agree to permit Customer's Subscribers and USF Subscribers purchase wireless Products and Services under the Agreement. Customer will be responsible, financially and

otherwise, for the Subscribers' purchases. USF Subscriber, but not Customer, will be responsible, financially and otherwise, for the USF Subscribers' purchases.

4. INSURANCE. Customer may purchase insurance to protect against loss, theft or damage involving Customer's wireless Products. Coverage may not be available for all wireless Products and may involve a per claim deductible. Enhanced warranty coverage is available on some wireless Products. Insurance is provided by third party insurers and not by Sprint. If Customer selects coverage, Sprint will charge Customer a monthly premium per covered wireless Product, and Sprint will remit the premiums to the third party insurer on Customer's behalf. Insurance is not subject to any discounts. Claims must be submitted directly to the third party insurer. Terms of insurance coverage are available at the point of sale or in subsequent communications.

5. WIRELESS PRODUCTS AND SERVICES POLICIES.

5.1 PowerSource. Pricing, service features, functionality and plans vary per PowerSource Phone and may not be available in all markets. Active Units upgrading to a PowerSource Phone may experience changes in service availability, pooling eligibility, billing, surcharges and local calling rates.

5.2 Lost or Stolen Wireless Product Policy. If Customer's wireless Product is lost or stolen, Customer must notify Sprint Customer Care promptly to deactivate the Product. Customer is responsible for all Wireless Service charges associated with the Product before Customer notifies Sprint of the loss or theft. Sprint may require that Customer provide evidence of the loss or theft (e.g., a police report or affidavit). If the wireless Product is later found, Sprint may require Customer to exchange the wireless Product for another wireless Product before reactivating Wireless Service and, in such cases, Sprint will provide a replacement wireless Product of similar quality at Sprint's expense.

5.3 Fraud Policy. Customer will notify Sprint's Customer Care department immediately of any suspected fraudulent use of wireless Products or Services. Customer will cooperate with Sprint in the investigation of the incident. Sprint will attempt to contact Customer before interrupting Wireless Services in the case of suspected fraud.

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

5.5 Premium Services Policies. In certain instances, subject to the terms of the content purchased, Sprint may delete Premium and non-Premium items downloaded to storage areas controlled by Sprint, including any pictures, games and other content. Sprint may impose a dollar or other limit on Customer's use of Premium Services in a specific timeframe (month, week, day, or other time period) based on Customer's credit.

6. WIRELESS SERVICE LIMITATIONS.

6.1 Telephone Numbers and Portability. Sprint may change the telephone number assigned to each Corporate-Liable Active Unit with reasonable prior notice for commercial reasons, such as fraud prevention, regulatory requirements and area code changes. Customer does not have any right of possession or title to any number, e-mail address or other identifier Sprint may assign to Customer's wireless Products or accounts. Customer may not modify, change or transfer any of these identifiers except as Sprint allows or as allowed for by law. Sprint will comply with any FCC-issued regulations that require Sprint to allow Customer to "port" or transfer its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on the Sprint Networks, Customer must provide information about the account with the other carrier, such as the account number, social security number or tax identification number, telephone number, 5 digit zip code and password, if applicable, and purchase wireless Products from Sprint. Until the port from the previous carrier is successful, the Sprint wireless Product will only be able to call 911 and Sprint Customer Care. Once the port is completed, Customer's old device will no longer work. **However, due to system limitations and issues outside Sprint's control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful.** If a transfer to Sprint is not successful, Customer may return any Sprint wireless Products within the return period to receive a credit, and Customer will lose or repay to Sprint any discounts or service credits provided with a returned Sprint wireless Product or cancelled Nextel Service or Sprint Service.

6.2 TTY Access. TTY-capable wireless Products (also known as TDD or Text Telephone) may not function effectively when attempting 911 calls due to the limitations of the answering agency. A TTY-capable wireless device should not be relied on for 911 calls.

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

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

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

6.6 **911 or Other Emergency Calls.** For 911 calls, an emergency responder's ability to locate Customer through wireless Products and Services may be affected by various factors, including but not limited to, the type of wireless Product used, lack of a GPS-enabled device, geography or other factors such as the porting process. In some areas and depending on the equipment deployed by the local public safety answering point ("PSAP"), 911 calls may be routed to a state patrol dispatcher instead of the local PSAP. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. Enhanced 911 ("E911") service that is compatible with FCC technical requirements is not available in all areas due to PSAP equipment capabilities. Customer consents to Sprint's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, Customer's name, address, number, and the location of the user of the Service at the time of call.

6.7 **Use of Sprint Wireless Data Services.** For devices that allow multiple users to share one connection and subscription, the wireless performance may degrade as more users are added to the single device. Use of Sprint wireless data Services is subject to any storage, memory or other Product limitation. Network speeds (including, but not limited to, data delivery and latency rates) are estimates based on averages. Actual performance may vary, and no minimum speed is guaranteed. Wireless data Services may not be available when Roaming and are not currently available in certain portions of select market areas within the Sprint Networks. Customer acknowledges that use of certain wireless data Services, including some messaging services, may result in the disclosure to third parties of the user's email address and other information in connection with the user's Internet usage. As a result, Customer may receive advertising, warnings, alerts and other messages, including broadcast messages. Sprint reserves the right to limit or suspend any heavy, continuous data usage that is adversely impacting performance of the Sprint Networks or Sprint 4G Network, or hindering access to the Sprint Networks or Sprint 4G Network. Unless otherwise stated, Sprint reserves the right to limit throughput speeds or the amount of data transferred, and deny, terminate, disconnect or suspend wireless data Service, for Customer's mobile broadband cards, USB modems, embedded modems, or phones subscribed to a phone as modem Business Plan, with data usage exceeding 5 GB/month in total, or 300 MB/month while Roaming.

6.8 **Compatibility of Wireless Products and Services.** Wireless Products may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Service Provider Affiliate networks or in connection with Roaming agreements. Sprint phones have a software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming. Information and eligibility requirements for obtaining the software program lock code for Customer's Sprint phones are available at www.sprint.com or by calling 1-888-211-4727. Sprint does not guarantee current or future compatibility of wireless Products or Services with third party products or Applications. Apparent compatibility or notice from Sprint of compatibility is not a Sprint endorsement of a third party product or Application. Unless otherwise stated in the Agreement, Sprint may, in its sole discretion and at any time, disable or discontinue use of any third party product or Application with the wireless Products or Services.

7. DEFINITIONS.

7.1 **"Active Unit"** or **"Line"** is an active piece of wireless Product.

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

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

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

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

7.6 **"Domestic Roaming"** means Roaming on networks within the United States, Puerto Rico and U.S. Virgin Islands where Sprint has a roaming relationship with the carrier.

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

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

7.9 "**Location Based Service**" means any Service or Application that uses, accesses, tracks or discloses the location of an Active Unit.

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

7.11 **"Nationwide Sprint Network"** is the Sprint-owned or controlled CDMA wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.

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

7.13 **"Nextel National Network"** is the Sprint-owned or controlled iDEN wireless network, including network owned or controlled by Nextel affiliates or partners, used by Sprint to provide Nextel Services.

7.14 **"Nextel Services"** means wireless Services provided by Sprint on the Nextel National Network using iDEN technology.

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

7.16 **"Premium Services"** means downloads and Applications, such as games, ringers and screen savers, available through wireless data Services that are above and beyond basic data usage.

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

7.18 **"Sprint 4G Network"** means the wideband OFDM technology, including WiMax, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.

7.19 **"Sprint 4G Services"** means functionality provided by Sprint that either provides data transport on the Sprint 4G Network or allows for the use of applications related to the Sprint 4G Network.

7.20 **"Sprint Device"** is a Product that uses the Nationwide Sprint Network for Nextel Direct Connect Service.

7.21 **"Sprint Mobile Broadband Network"** means the Sprint-owned or controlled CDMA/EV-DO wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.

7.22 **"Sprint Networks"** includes the Nationwide Sprint Network, the Sprint Mobile Broadband Network, and the Nextel National Network.

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

7.24 **"Sprint Services"** means wireless Services provided by Sprint and authorized Sprint Service Provider Affiliates on the Nationwide Sprint Network or Sprint Mobile Broadband Network using CDMA technology.

7.25 **"Wireless Services"** includes Nextel Services, Sprint Services, and Sprint 4G Services.

EXHIBIT G ELECTRONIC INVOICE REPORTING AND ANALYTICS ANNEX

The following terms and conditions in this Electronic Invoice Reporting and Analytics Annex (this "Annex"), together with the Contract, as applicable, govern Sprint's provision of all Sprint Invoice Reporting and Analytics Products including: Sprint DATAVIEW[SM], FONVIEW®, Invoice Detail Option, Electronic Data Interchange 811 IPS Billed, Electronic Date Interchange 811 PDN Billed, E-Billing and Analysis, Electronic Data Interchange for Wireless, Data Direct and Smart CD+ ("Products") to Customer.

1. **Order.** Customer will place an order for the Product either concurrent with the execution of the Agreement or later via a Sprint-provided order form or contacting Sprint Customer Service ("Order"). The terms of the Agreement will prevail over any inconsistent terms in an Order. Orders cancelled less than 30 business days before the delivery date may be subject to a cancellation fee which may vary by Product.

2. **Price.** Customer will purchase the Products for the prices stated in the Agreement, if ordered within 30 days of the price quote. Prices may be modified annually for new software version releases and as otherwise required by the Product software vendor(s) from time to time.

3. **Delivery.** Sprint will use commercially reasonable efforts to deliver the Products to Customer on the targeted delivery date, provided that Customer has satisfied all contingencies to its purchase of the Products including any applicable advance payments and fulfilling Customer responsibilities that pertain to the Product ordered. "Deliver" will be defined as the successful transmission or mailing to Customer of software, passwords or other information required for Customer to access the Products.

4. **Acceptance.** Customer will have thirty (30) days to inspect any deliveries sent under Section 3 and either accept or reject the Products. Customer will provide Sprint with written details of the reason for any rejection and provide Sprint with a reasonable period of time to cure.

5. **Sprint Responsibilities**

5.1 Sprint will provide monthly invoice information, reporting and/or analytics to Customer in a format that is consistent with the type of Product purchased by Customer.

5.2 Sprint will provide standard customer service support to Customer for ordering requests, technical issues or any other issues related to the Products. Sprint Customer Service is available during the hours of 8:00 a.m. and 8:00 p.m. Eastern Standard Time.

5.3 Other than with FONVIEW® Products, Sprint will send an Implementation Guide to Customer at the time of ordering any Products. If Customer purchases the FONVIEW® Product, the Implementation Guide is embedded in the software application and will be delivered during implementation of the FONVIEW® Product.

6. **Customer Responsibilities**

6.1 Customer will, at its own expense, comply with Sprint's installation and maintenance specifications for the Products.

6.2 Customer will provide Sprint all requested technical information required before the Products can be delivered.

6.3 Customer will provide Sprint one contact name for customer support and other administrative issues.

6.4 Customer will confirm that Customer's system and software meet applicable system requirements for Product purchase.

7. **Documents; Standards**. Sprint may electronically transmit to Customer monthly invoice information, reporting and analytics documents and Customer may electronically transmit to Sprint acknowledgment forms as described in Section 13.2 (collectively "Documents"). Any transmission of electronic data, which is not a Document, shall have no force or effect between the parties unless justifiably relied upon by Customer.

8. **Product Limitations.** With the exception of EDI for Wireline and Smart CD+, the Products do not constitute legal invoices or electronic bills of lading. Customers will continue to receive a paper remittance and summary that serves as the legal invoice from Sprint. Customers should only rely on such Products for analytics, reporting and informational purposes only.

9. Third Party Service Providers

9.1 Documents will be transmitted electronically to each party as specified in the Order either directly or through any third party service provider ("Provider") with which either party may contract. Either party may modify its election to use, not use or change a Provider upon 30 days' prior written notice to the other.

9.2 If Customer uses a Provider as set forth in Section 10.1, Sprint will transmit all Documents to Customer's Provider. After Sprint has successfully transmitted the Documents to Customer's Provider, Customer releases Sprint from all liabilities or obligations in connection with any modifications, manipulation or further transmission of the Documents by Customer's Provider.

9.3 Customer will arrange and pay for transmission of Documents between Customer and Customer's Provider. Sprint will arrange and pay for transmission of Documents between Sprint and Sprint's Provider, if any.

9.4 Each party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling Documents or performing related activities, for such party; provided, that if both parties use the same Provider to effect the transmission and receipt of a Document, the originating party shall be liable for the acts or omissions of such Provider as to such Document.

10. System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.

11. Security Procedures. Each party shall properly use those security procedures, including those specified in the Order, if any, which are reasonably sufficient to ensure that all transmissions or Documents are authorized and to protect its business records and data from improper access.

12. Transmissions

12.1 **Proper Receipt**. Sprint will transmit all Documents to Customer at the location designated ("Delivery Location") by Customer at the time Services are ordered by Customer. Documents will be deemed to have been properly received by Customer once the Documents have been transmitted by Sprint to Customer or Customer's Provider at the Delivery Location.

12.2 **Verification.** If Documents are transmitted via any electronic transmission including Value Added Network or Connect Direct, Customer will promptly and properly transmit to Sprint a functional acknowledgment upon proper receipt of any Documents. A functional acknowledgment shall constitute conclusive evidence a Document has been properly received.

12.3 **Garbled Transmissions.** If any transmitted Document is received in an unintelligible or garbled form, Customer will promptly notify Sprint Customer Service in a reasonable manner. Upon notice from Customer of a garbled transmission, Sprint will attempt to retransmit the Documents to Customer. If the above notification and retransmission does not remedy the situation, Customer must notify Sprint for joint resolution of the transmission. In the absence of such notification, Sprint's records of the contents of such Document will control.

13. Validity; Enforceability

13.1 Any Document properly transmitted pursuant to this Agreement shall be considered in connection with any Transaction or this Agreement, to be a "writing" or "in writing"; and shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

13.2 The conduct of the parties pursuant to this Agreement, including the use of Documents properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of performance accepted by the parties in furtherance of this Agreement.

13.3 The parties agree not to contest the validity or enforceability of Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Subject to the limitations set forth in Section 9 ("Product Limitations") above, Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceeding, will be legally binding and admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Documents were not originated or maintained in documentary form.

14. License of Software

14.1 **General.** “Software” means any program stored on any media, including but not limited to, semiconductor device, disk or other memory device, computer memory, or internet site and including related items. Sprint grants to Customer a nontransferable royalty-free, revocable sublicense to use the Software during the Term, provided that the Software is only to be used for the purposes contemplated by the parties and for which it was acquired. If applicable, this right is contingent on payment of applicable license fees (rental price) and any end-user license agreements.

14.2 **Ownership.** Customer acknowledges that the Software is proprietary to Sprint or Sprint’s third party vendors. Title to the Software will remain with Sprint or the third-party owners.

14.3 **Right to Copy.** Customer may copy the object code of the Software for back-up or archival purposes. Each copy of the Software made by Customer will include the proprietary notice contained in the Software as delivered by Sprint.

14.4 **Limitations.** Customer will not (and will not assist any third party to) reverse assemble, reverse compile or reverse engineer the Software.

EXHIBIT H LETTER OF AUTHORIZATION CONSENT FORM

The CPNI Letter of Authorization Consent Form agreed to by the parties is included on the following pages.

SPRINT NEXTEL NOTICE AND CONSENT FORM
ENABLES ANOTHER ENTITY TO ACCESS AND MANAGE YOUR ACCOUNT

Letter of Authorization (LOA)

Would you like another person or entity ("Agent") to have access to your Sprint Nextel account to manage your monthly invoices?
If so, you must (1) read this notice; then (2) provide Sprint Nextel with your consent ("Consent") to grant to Agent the ability to access information about your Sprint Nextel account through all the online and offline channels that are available to Sprint Nextel customers. This information (your "Sprint Nextel Account Information") contains your (1) personal data (including without limitation your name, address, contact information, credit card number, and address-book information), and (2) customer proprietary network information, or "CPNI."

What is CPNI?
CPNI essentially is the details of your phone service. With your consent, Agent would be able to access your Sprint Nextel Account Information. This information includes CPNI, such as (1) whom, where, when, and for how long you call; (2) what services you purchase; and (3) how much you spend on such services.

Do I have CPNI rights?
Yes. You have a right and Sprint Nextel has a duty under Federal and applicable state law to maintain the confidentiality of your CPNI. For your new Sprint Nextel service, this means Sprint Nextel will use and disclose CPNI only to (1) deliver phone service, (2) respond to emergencies, (3) comply with the law, and (4) make offers to you on communications products and services that directly relate to your service. Withholding your Consent won't in any way affect your Sprint Nextel service; but it would preclude Agent from accessing, managing, and paying for your Sprint Nextel account.

What if I'm interested; what do I do?
If you want Agent to have access to your Sprint Nextel account (and thus your Sprint Nextel Account Information), then provide your Consent by completing this form and submit it to the address below. Your Consent (or any denial of Consent) is valid until revoked in writing. Revoke your Consent at any time by writing us at:

Sprint Nextel

Sprint
8000 Regency Parkway
Suite 600 - ATTN: GBRC Contracts
Cary, NC. 27518

Please retain a copy of this completed form for your own records.

SPRINT NEXTEL NOTICE AND CONSENT FORM
ENABLES ANOTHER ENTITY TO ACCESS AND MANAGE YOUR ACCOUNT

BY CONSENTING, YOU (1) REPRESENT THAT YOU HAVE READ AND UNDERSTAND THIS NOTICE, (2) AGREE TO GRANT AGENT ACCESS TO YOUR SPRINT NEXTEL ACCOUNT (AND THUS YOUR SPRINT NEXTEL ACCOUNT INFORMATION, INCLUDING GRANTING AUTHORITY TO AGENT TO MAKE CHANGES TO YOUR ACCOUNT), (3) AGREE THAT YOU WILL MONITOR YOUR SPRINT NEXTEL ACCOUNT AND REMAIN FULLY RESPONSIBLE FOR YOUR ACCOUNT, INCLUDING THE PAYMENT OF YOUR SPRINT NEXTEL INVOICES IN THE EVENT AGENT FAILS TO MAKE ANY PAYMENT OWED TO SPRINT NEXTEL, AND (4) AGREE THAT YOU WILL HOLD SPRINT NEXTEL HARMLESS FROM ANY CLAIM OR HARM THAT MAY ARISE FROM AGENT'S HANDLING OF YOUR SPRINT NEXTEL ACCOUNT OR ACCESS TO YOUR SPRINT NEXTEL ACCOUNT INFORMATION.

Please identify your Agent:

Company Name: Virginia Information Technologies Agency

Agent Contact: Wireless Contracts Manager

Telephone: 804-416-6177

Email: sonia.hicks@vita.virginia.gov

Address: 11751 Meadowville Ln., Chester, VA 23836

☐ Yes, I have read this notice, and I (1) agree to everything that's contained in this notice, and (2) consent to allow Agent access to my Sprint Nextel account, and thus my Sprint Nextel Account Information.

Please select all that apply

_____ Yes, I allow the Agent listed below to access and obtain information on all of my **wireless** corporate liable accounts with Sprint Nextel.

_____ Yes, I allow the Agent listed below to access and obtain information on all of my **wireline** corporate liable accounts with Sprint Nextel.

_____ No, I only allow the Agent listed below to access and obtain information on the Sprint Nextel accounts listed below.

Sprint Nextel Account Number & Type of Service
(If access is not allowed on all Corporate Liable accounts)

Account Number	Wireless (x)	Wireline (x)

Customer Name (Business Name):

Please retain a copy of this completed form for your own records.

SPRINT NEXTEL NOTICE AND CONSENT FORM
ENABLES ANOTHER ENTITY TO ACCESS AND MANAGE YOUR ACCOUNT

(Print Name) _____

Point of Contact (Authorized Account Holder):

(Print name) _____

(Signature) _____

Date: _____

Please retain a copy of this completed form for your own records.

EXHIBIT I

SPRINT BUSINESS MOBILITY FRAMEWORK SERVICES PRODUCT ANNEX

The following terms and conditions in this Sprint Business Mobility Framework Services Product Annex ("Annex"), together with the Contract, as applicable, govern Sprint Spectrum L.P.'s provision of Sprint Business Mobility Framework ("SBMF") Services to Customer.

1. SBMF SERVICES. Customer may only use SBMF Services in connection with a Sprint-certified Third Party Application ("TPA"). Customer may be a TPA provider that is also an end user of SBMF Services, or may be only an end user of SBMF Services that has a separate contractual relationship with a Sprint-certified TPA provider. Some SBMF Services may not work with all Products. SBMF may be used with one or more of the following services:

1.1 Location Services. Location services will only be supported for Wireless Devices (as defined in Section 2 below) shown on the official SBMF compatible device list. Some Wireless Devices may perform better than others. Location services are only available in Sprint coverage, not when roaming. Customer must obtain consent from the end users of the Wireless Devices for which Sprint will be providing location information to Customer.

A. **Precise Accuracy ("Precision Location").** Precision Location queries must be ordered in conjunction with Cell Sector Location queries. The TPA must specify the Mobile Directory Number ("MDN"), requested accuracy in meters, and acceptable accuracy in meters. Requested accuracy must be 300 meters or less (or "High" for release 1 compatible interfaces). Acceptable accuracy must be at least 300 meters; the SBMF will reject requests with acceptable accuracy less than 300 meters. If the requested accuracy is less than 14,000 meters ("High" for release 1) then the request will be billed as a Precision Location transaction regardless of the received response accuracy.
Precision Location results vary greatly due to network conditions and the Wireless Device's then-current environment. To get Precision Location, (A) the end user must be using a Wireless Device, (B) the Wireless Device must (i) be powered on, (ii) have a clear view of the sky, (iii) be enabled for GPS Location services, and (iv) be in a Sprint coverage area; and (C) the Sprint network must be available. Typical results show location within 150 meters, and such results are achieved for 50%-90% of Precision Location queries. When Precision Location is not attainable, SBMF will deliver the best location possible.

Other conditions will affect Precision Location results and may reduce the number of transactions that provide accuracy within 150 meters. Precision Location requests will fail when a Wireless Device is answering a call, placing a call, originating or terminating a data session, and during an EVDO data session. The ability to get a Precision Location fix on a Wireless Device in a data session is not as reliable as when the Wireless Device is idle or on a voice session. Environmental issues, such as weather, being inside or around buildings, and the position of the Wireless Device within vehicles can impact the ability to get Precision Location results. The ability to get a Precision Location fix on stationary Wireless Devices is greater than that on a Wireless Device that is moving.

B. **Cell Sector Accuracy ("Cell Sector Location").** Cell Sector Location queries must be ordered in conjunction with Precision Location queries. The TPA must specify the MDN, requested accuracy in meters, and acceptable accuracy in meters. Requested accuracy must be 14,000 meters or greater ("Low" for phase 1 compatible interfaces). Acceptable accuracy must be greater than 300 meters; the SBMF will reject requests with acceptable accuracy less than 300 meters. If the requested accuracy is 14,000 meters or greater ("Low" for release 1) then the transaction will be billed as a Cell Sector Location transaction regardless of the received response accuracy. Cell Sector Location queries may fail if the device is in an EVDO data session.

C. **Notifications ("Location Notification").** Customer may use the TPA with the Location Notification service in order to be notified when a Wireless Device has entered or exited an area. The area is defined by a geo-fence consisting of a latitude/longitude point and a radius in meters. Location Notifications are based on Cell Sector Location accuracy rather than Precision Location accuracy. The TPA must specify the MDN, latitude/longitude, radius, and entry/exit parameters in the SBMF Services request. Sprint will provide a notification to the TPA upon detecting that the Wireless Device location matches Customer's request, or after 4 hours following the request if the Device does not enter or exit the applicable area, whichever comes first. Each Location Notification provides a snapshot of the Wireless Devices located within the applicable area at the time that Sprint gathers the information. Sprint may not provide Location Notifications for a particular Wireless Device if such device enters or exits and then exits or enters, as applicable, the same area within five minutes. The Location

Notification service initiates 5 minute Cell Sector queries and therefore cannot return Precision Location.

1.2 **SMS (Mobile Terminated Text Messaging).** Customer may use the TPA to send SMS messages to any Sprint PCS Vision capable Product. The TPA must specify the MDN or an array of up to 20 MDNs or a group name as defined in the SBMFM (as defined in Section 3 below) and the text message to send to the MDN(s). Sprint will attempt to deliver the message, but does not guarantee delivery. Customer may not use SMS in a manner that could result in the receipt of spam by other individuals.

1.3 **Presence (User Status).** Customer may use the TPA with the Presence (User Status) service to determine if a Wireless Device located within the Sprint Nationwide PCS Network is powered on or off. Sprint does not guarantee the accuracy of the Presence (User Status) results for Wireless Devices that are roaming or otherwise off the Sprint Nationwide PCS Network.

1.4 **Presence Notifications.** Customer may use the TPA with the Presence Notification service in order to be notified whenever a Sprint PCS Vision device has been powered on or off while within the Sprint Nationwide PCS Network. The TPA must specify the MDN and whether to be notified that the Wireless Device was powered on or off in the SBMF Service request. Sprint will provide a notification to the TPA upon detecting that the Wireless Device status matches Customer's request or after 4 hours if the Wireless Device did not change status as specified in the Customer's request, whichever comes first Each notification provides a snapshot of the Wireless Device status at the time that Sprint gathers the information. Sprint may not provide notifications for a particular Wireless Device if such device is powered on or off and then is powered off or on, as applicable, within five minutes or if the device is not within the Sprint Nationwide PCS Network coverage area.

1.5 **Voice Browsing.** Customer may use the TPA with the Voice Browsing service to initiate a Voice Browsing session with a telephone. The TPA must specify the telephone number and a URL where the SBMF can retrieve a voiceXML ("vXML") script. Customer must also provide a TPA Virtual Telephone Number ("TVTN") to be used as the caller ID of the SBMF-initiated voice call. When called, the TVTN must provide information about the TPA's use of the Voice Browsing service. Use of the SBMF with the Voice Browsing service is limited to use in the United States, Puerto Rico, and Canada. Use of transfer tags in vXML scripts is prohibited.

1.6 **User Invitations.** User Invitations service is initiated by Customer or a TPA provider via the SBMFM portal. User Invitations occur when an SBMF customer invites a Sprint PCS Vision device user to join the TPA's service. Customer may not use User Invitations service in a manner that could result in the receipt of spam by other individuals.

2. **DEVICE COMPATIBILITY.** Customer may only use devices that have been approved by Sprint to be used in connection with SBMF Services (the "Wireless Devices"), and will only allow individual liable users to participate in Customer's use of SBMF Services after Customer has confirmed that such individual liable users will use approved Wireless Devices. Sprint has implemented a mechanism to restrict the ability to send User Invitations to devices that are not compatible with SBMF Services.

The following Sprint devices are approved to be used in connection with SBMF Services:

RIM Blackberry 7250, RIM Blackberry 7130e, Sanyo VI-2300, Sanyo MM-8300, Sanyo RL-4930, Sanyo MM-9000, Sanyo MM-7500, Sanyo SCP-200, Sanyo SCP-3100, Sanyo SCP-2400, Sanyo "Katana" (SCP-6600), Sanyo 8400, Sprint PPC-6600, Sprint PPC-6601, Sprint PPC-6700, Motorola c290, LG LX350, LG Fusic (LX 550), Samsung A580, Samsung A640, Samsung MM-A940, Samsung MM-A900, Samsung MM-A920, PalmOne Treo 650, PalmOne Treo 700p, Nokia 6165i, and Sendum VT-100.

Sprint may update the list of Wireless Devices that are compatible with SBMF Services by notifying Customer or by posting an updated version of this Annex.

3. **USE OF THE SPRINT BUSINESS MOBILITY FRAMEWORK MANAGER.** Sprint will provide Customer with an account for Customer's use of the Sprint Business Mobility Framework Manager ("SBMFM") portal. Customer must designate an individual or individuals who will be "Domain Administrators" and who will have administrative authority over TPAs and/or Wireless Devices within the designated Domain. A "Domain" is defined by billing system account numbers and consists of all Wireless Devices and TPAs on Customer's specified account(s). The Domain Administrator will determine which billing account numbers should make up the Domain. Sprint will send SBMFM access credentials via email to the Domain Administrator(s). Any additional administrators or managers created by a Domain Administrator will be the responsibility of the Domain Administrator, who will determine the privacy type for each TPA on the Domain. The privacy type for the application will determine which Wireless Device managers/end users can view the TPA from the SBMFM portal and request Wireless Devices to be associated to the TPA. Privacy designations are defined as follows:

3.1 **Private.** Only Wireless Device managers assigned to the Domain can view the TPA and request Wireless Devices to be associated with the TPA.

3.2 **Corporate.** Only Wireless Device managers on Domains within the same corporate root account can view the TPA and request Wireless Devices to be associated with the TPA.

3.3 **Public.** Any Wireless Device manager/end user (including individual liable users) can view the TPA and request to be associated with the TPA.

Customer's use of the SBMFM in conjunction with corporate-liable Wireless Devices that are not on the same Domain as the TPA will require Customer to have an SBMFM account to provide permission for the TPA to target the corporate-liable devices.

4. **PRIVATE INFORMATION MANAGEMENT.** All information collected or developed by Sprint regarding the end users of Wireless Devices that use SBMF Services or derived from the TPA's interrelation with SBMF Services – including, but not limited to, the Mobile Identification Number or MDN issued by Sprint to an end user, the Electronic Serial Number associated with a Wireless Device, the Network Access Identifier, Location Information, Presence Information, and any customer information described in the FCC definition of "Customer Proprietary Network Information" as set forth in 47 USC 222(h)(1) ("Sprint Data") – is exclusively owned by Sprint. Nothing in this Agreement confers in Customer any right of ownership in the foregoing Sprint Data, except as the owner of the Wireless Device to which such Sprint Data relates. All Sprint Data is Confidential Information. Customer will not, except as otherwise stated in the Agreement or as the owner of the Wireless Device to which applicable Sprint Data relates, store, copy, analyze, monitor, or otherwise use any Sprint Data. The TPA provider will be responsible for the management and distribution of customer proprietary network information ("CPNI") such as location and presence. Sprint will not be responsible for the distribution of CPNI to additional parties, such as the end users of the TPA. The TPA provider must have consent from the Wireless Device owner in order to distribute CPNI to additional parties.

5. **END USER SUPPORT.** If Customer is not the end user of the SBMF Service, then Customer must be responsible for all TPA end user application support and must make all end users aware that application support should be received from the TPA administrator (not Sprint). This includes end users of Sprint Wireless Devices. The end user of the SBMF Service must contact the TPA provider for support issues related to the TPA.

6. **DIGITAL CERTIFICATES.** If Customer pays a per transaction fee for SBMF Services, Sprint will provide a digital certificate for the TPA to use with the SBMF Service. Customer may only use this certificate in connection with its use of SBMF Services under the Agreement. Sprint will use the certificate in connection with its billing for SBMF Services, and the certificate assigned to the TPA may only be used for that TPA. Customer must secure its digital certificates in a manner that may reasonably be expected to avoid fraudulent use or theft. Customer may not duplicate its certificate or use its certificate on multiple machines without Sprint's written permission. This provision is not applicable if Customer pays an MRC per Wireless Device for SBMF Services.

7. **SUSTAINED MAXIMUM TRANSACTION RATE.** The SBMF will enforce a sustained maximum transaction rate for the TPA. Sprint will determine Customer's transaction rate and such rate will be based on the number of Wireless Devices in use with the TPA. To determine Customer's transaction rate, Sprint will average Customer's usage over a 60 second window as determined by Sprint. If Customer pays a per transaction fee for SBMF Services, the setting will be 20% of the number of Wireless Devices to be used with SBMF per 60 seconds. This allows each Wireless Device to be queried up to a maximum of 12 times per hour. If Customer pays an MRC per Wireless Device for SBMF Services, the setting will be 10% of the number of Wireless Devices. This allows each Wireless Device to be queried a maximum of 6 times per hour. Sprint will deny any request for SBMF Service above Customer's transaction rate threshold. The TPA shall make a reasonable attempt to evenly distribute requests throughout the 5 or 10 minutes, whichever is applicable. The maximum transaction rate is the same for each service type (location, SMS, etc.), but is calculated individually for each service type. The transaction rate will automatically increase as additional Wireless Devices opt-in for SBMF Services. Customer may not intentionally exceed its sustained maximum transaction rate. Sprint may suspend or terminate Customer's use of SBMF Service if Customer makes excessive attempts to exceed the sustained maximum transaction rate. Sprint will calculate Customer's transaction rate based on when the SBMF gateway receives the transaction request. The difference in transmission delay (i.e., "jitter") associated with Internet traffic is beyond Sprint's control and therefore the rate at which requests are sent may not be exactly the same as when requests are received.

8. **PROVISIONING.** Customer must provide all necessary information required by Sprint to provide SBMF Service, as set forth on a SBMF TPA Production Form. Customer may update the parameters of the SBMF Service once per month on the date of the month determined by Sprint. Such parameters are set forth on the SBMF TPA Production Form, and include without limitation: the number of Wireless Devices used with the SBMF application; Distinguished Name of the TPA as defined in the Digital Certificate; and Source IP address of the TPA (used in Sprint firewall configuration).

9. **MODIFICATIONS TO THE SBMF SERVICES. Sprint makes no representation or warranty that future modifications to the SBMF Services or Sprint's wireless network will be backwards compatible with any TPA.** At Sprint's sole discretion, Sprint may make commercially reasonable efforts to support backwards compatibility of SBMF Services for one prior release. If the TPA does not maintain compatibility with the SBMF Services, then Sprint may deactivate SBMF Service.

10. **GROUP SIZE.** Group size for groups used in an SBMF web service request may not exceed 20 Wireless Devices. The SBMF web services gateway will not accept transactions for groups larger than 20.

11. **SPAM CONSIDERATIONS.** Customer may not use SBMF Services in a manner that could result in the receipt of spam by other individuals.

12. **HOSTED APPLICATIONS.**

12.1 If Customer intends to have its SBMF application hosted by another party and Customer will pay per transaction fees then Customer must provide the digital certificate information to the hosting party at Customer's own risk. Sprint is not responsible for any liability associated with Customer's provision of the digital certificate information to another party.

12.2 Customer will be given an SBMF Manager account to manage permissions associated with SBMF Services. Customer may create a manager profile for the hosting party in order to delegate SBMF Manager activities to the hosting party. Sprint is not responsible for any liability associated with providing a manager profile to another party.

12.3 Customer must specify to Sprint the party that is hosting the application on Customer's behalf, and must provide the hosting party's company name, address, contact name, contact phone, and contact email at the time of implementation of SBMF Services.

13. **ADDITIONAL USAGE GUIDELINES**. This Section 13 is applicable if Customer pays an MRC per device for SBMF Services. The TPA provider, (either Customer or a third party, as applicable) will abide by these guidelines with respect to the TPA.

14.

13.1 Location: Customer may not locate a Wireless Device more frequently than once every 10 minutes. The total queries should be evenly distributed over the 10 minutes. Customer may locate 10% of its Wireless Devices within a one minute period, thereby locating all of its Wireless Devices within a 10 minute period. Additional details are given in Section 7 ("Sustained Maximum Transaction Rate") of this Annex.

13.2 Presence: Customer must use the presence service after a location error is received. If the result shows "on," then the location service may be re-tried. If the presence returns "off," then a presence notification request should be made. When the presence notification is returned as "on," then location queries may again be attempted.

13.3 SMS: Customer may send SMS only to other Wireless Devices that are billed an MRC for SBMF Services. If Customer intends to send SMS to other Sprint PCS phones, the TPA must be set up so that Customer pays a per transaction fee for SBMF Services.

13.4 Voice Browsing: Customer may initiate a voice browsing session only with those Wireless Devices that are billed an MRC for SBMF Services. If Customer intends to initiate a voice browsing session with other Sprint PCS phones or landline phones, the TPA must be set up so that Customer pays a per transaction fee for SBMF Services.

13.5 Maximum usage per SBMF Service: Customer is expected to stay within the following usage guidelines:

A. High precision location (and/or low precision location): 1 query every 10 minutes per Wireless Device.

B. SMS: 200 per month per Wireless Device.

C. Presence: 50 per month per Wireless Device.

D. Presence Notifications: 50 per month per Wireless Device.

E. Location Notifications: 25 per month per Wireless Device.

F. Voice Alerts: 200 per month per Wireless Device.