PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.
Nevada Contract Number: 1907
(hereinafter "Contractor")
And
STATE OF WASHINGTON
(hereinafter "Participating State")
T12-MST-685

1. **Scope/Background:** Contractor, on behalf of its affiliated entities providing the products and services, and the Lead State, on behalf of WSCA and the NASPO Cooperative, entered into Master Service Agreement No. S1907 effective April 12, 2012 (the Master Service Agreement and Amendments are collectively, the "Master Service Agreement").

This Participating Addendum (the "Addendum"), dated the date the last party signs ("Effective Date"), covers the WIRELESS SERVICES led by the State of Nevada for use by state agencies and other entities located in the Participating State authorized to utilize the Master Service Agreement. This Addendum is a separate agreement between the Participating State and the Contractor entered into under the terms and conditions of the Master Service Agreement except as modified herein.

2. **Participation:**

(a) Subject to the acknowledgement of the respective State Chief Procurement Official, as confirmed to Contractor by WSCA, unless specifically prohibited by State statute, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under the Master Service Agreement. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

(b) INDIVIDUAL CUSTOMER: Each State agency, political subdivision and authorized non-profit, acting as a Buyer, that purchases products/services will be treated as if they were individual customers. Except to the extent modified by this Addendum, each Buyer will be responsible to follow the terms and conditions of the Master Service Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Service Agreement. Each Buyer will be responsible for their own charges, fees, and liabilities. Each Buyer will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Buyer individually.

3. Participating State Modifications or Additions to Master Service Agreement:

(These modifications or additions apply only to actions and relationships within the Participating State.)

A. **Changes to the Master Service Agreement.** The following changes are made to the terms of the Master Service Agreement:
   1) The following sentence is added to the end of Section 12, "Notwithstanding the foregoing, Participating Entities may remit payment by mail or other methods mutually acceptable to the Parties.

2) The following sentences are hereby **deleted** from Section 17, Delivery:
The minimum shipment amount will be found in Attachment CC. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice.
3) The period of retention set forth in Section 20.c. will be six (6) years.
4) Section 23, Limited Liability, subsection (ii) is amended to read as follows:
"ii. In no event is Contractor, Participating State, Participating Entity or Buyer liable to each other for any consequential, special, incidental, indirect, exemplary or punitive damages, nor for lost profits, loss of business, loss of data, loss of use, or lost savings or increased cost of operations, sustained by WSCA, a Participating Entity, a Buyer or any other end user in connection with this Contract."
5) The following paragraph is added to the end of Section 30, Assignment/Delegation:
DES may assign this Addendum to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve Participating State of any of its duties and obligations hereunder.
6) In the first sentence of Section 32, Patents, Copyrights, Etc., "Buyers under the State of Washington's Participating Addendum," is inserted after "Lead State,".

B. **Changes to Attachment AA.** The following changes are made to the terms of the Attachment AA – Contractor's Special Terms and Conditions:
1) The following is added to the end of Section 7, Use of Name, Service Marks, Trademarks:
The award of this Addendum to Contractor is not in any way an endorsement of Contractor or Contractor's products by Participating State or any Buyer and shall not be so construed by Contractor in any advertising or other publicity materials except as agreed to in writing by Participating State or the applicable Buyer. Contractor agrees to submit to Participating State or a Buyer under the State of Washington Participating Addendum, all advertising, sales promotion, and other publicity materials relating to this Addendum or any Products or Services furnished by Contractor wherein the name of Participating State or such Buyer is mentioned. Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of Participating State or applicable Buyer prior to such use.
2) The following is added to the end of Section 9.1, Nondisclosure: "Notwithstanding anything to the contrary herein, Participating State provides information technology

services to Buyers as required under RCW 43.19, as amended. Confidential Information provided hereunder may be used (but not disclosed in violation of this provision) by Participating State in providing these services to the extent necessary to provide the services. Contractor acknowledges and agrees that such use is acceptable under this Addendum, subject the Participating State's compliance with applicable State and Federal law."

3) The following is added to end of Section 10.1, Unauthorized Access / Hacking: "Sprint represents and warrants that its Network security meets or exceeds industry security standards."

C. **Administrative Fee.** As of the Effective Date, and subject to and conditioned upon the terms and conditions of the Master Service Agreement, including but not limited to Attachment AA, Section 3.2.3.2, the Participating State may earn an administrative fee for Buyers that make purchases pursuant to this Addendum equal to 1% ("State Admin Fee") of the CL Wireless Spend.

The State Admin Fee will be calculated each calendar quarter based on the CL Wireless Spend during the previous invoice cycle and shall be due 45 calendar days after the end of each quarter (i.e., May 15, August 15, November 15, February 15). The State Admin Fee will be issued to the Participating State in the form of a check sent to the following address: 1500 Jefferson Street SE, Olympia, WA 98504. If Contractor incorrectly pays Admin Fee to the Participating State, then Contractor shall be permitted to reduce any future State Admin Fee payments by the incorrect amount. The Participating State's right to earn, and Contractor's obligation to collect and pay to Participating State, the State Admin Fee ceases as of the effective date that (1) the Addendum has expired; or (2) the Addendum has been terminated (before expiration) by either party. The Participating State shall be entitled to receive the State Admin Fee through the effective date of termination.

D. **Summary Report.** Contractor will provide a Quarterly Summary Report ("Summary Report") on a quarterly basis 45 calendar days after the end of each quarter (i.e., May 15, August 15, November 15, February 15). The Summary Report shall identify:
   1) This Participating Addendum number;
   2) The month in which the CL Wireless Spend occurred;
   3) Each Buyer, identified by state, local or educational entity, making purchases during the reporting quarter;
   4) The CL Wireless Spend (excluding tax) for each Buyer;
   5) The State Admin Fee for each Buyer;

6) The total sum of all CL Wireless Spend (excluding tax) for all Buyers for the quarter; and
7) The total amount of the State Admin Fee for the quarter.

Summary Reports will be submitted electronically, in either Microsoft Word or Excel format, via email to: mcadmin@dis.wa.gov

E. **Usage Report.** Contractor shall also provide reports on the usage of the Services acquired under this Addendum ("Usage Report"). For all Buyers and devices for which Contractor provided Services at any point during the Usage Report period, the Usage Report shall identify:
   a. The name of each Buyer purchasing Services from Contractor;
   b. If different from a., the name of each account holder;
   c. Each device phone or ID number for which Contractor provided Services;
   d. A description of the device type;
   e. Average monthly usage data during the Usage Report period for the following:
      i. Minutes used;
      ii. Amount of data downloaded; and
      iii. Number of texts sent and received.
   f. The annual expense associated with each phone or device based on the average monthly charges during the Usage Report period.

The Usage Reports shall be due on a quarterly basis in accordance with the schedule set forth in Section 3.D., above.

Usage Reports will be submitted electronically, in either Microsoft Word or Excel format, via email to: mcadmin@dis.wa.gov.

F. **Failure to Remit Reports/Fees.** Failure of Contractor to remit the Summary Report together with the State Admin Fee may be considered a failure to perform on the part of Contractor, which may result in Participating State terminating this Participating Addendum with Contractor in accordance with Section 21 of the Master Service Agreement.

G. **Washington Public Records Act.** Contractor acknowledges that Participating Entities under this Addendum are subject to chapter 42.56 RCW and that this Addendum shall be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be confidential information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, Participating Entities under this Addendum shall maintain the confidentiality of all such information marked confidential information. If a public disclosure request is made to view Contractor's confidential information, the requested Buyer

will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, such Buyer will release the requested information on the date specified.

H. **Service Plan Price List**. In addition to any other Product or Service price list submitted to Participating State, Contractor will provide a price list for cellular services (voice and/or data) using the template attached to this Addendum as Exhibit B. Contractor will provide an updated Service Plan Price List each time there is a change in the plans being offered by Contractor and available for purchase under this Addendum, including but not limited to any change in features, included minutes or data limits, or any change in recurring or overage or additional charges.

I. **Rebates**. Under no circumstances may refund or rebate incentives be given to individuals for CL Account purchases. Any refunds or rebates and related forms must be issued to the Buyer at the address specified on the Purchase Order.

J. **Marketing**. Contact information for individual end users of the Services, including without limitation, names, addresses, email addresses and telephone numbers, shall not be used for the purposes of marketing non-contracted products or services outside the Total Service Relationship, either by Contractor or third parties, without the explicit consent of such end users.

4. [Purposely Left Blank.]

5. Primary Contacts: The primary contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

Contractor

Name	Ellen Braun
Address	See Secondary Contact below for correspondence. (If an address is needed, use Sprint Contract Manager)
Telephone	425-518-2390
Fax	425-278-2001
E-mail	Ellen.Braun@sprint.com

Contractor (Secondary Contact)

Name	Michaela Clairmonte, Manager, Contract Negotiations
Address	12502 Sunrise Valley Drive, MS: VARESA0208, Reston, VA 20196
Telephone	703-433-8581
Fax	703-433-8798
E-mail	Michaela.Clairmonte@sprint.com

Participating State

Name	Sylvia Sammons
Address	1500 Jefferson Street SE Olympia, Washington 98504-1408
Telephone	360-407-8226
Fax	360-407-9174
E-mail	Sylvia.Sammons@DES.WA.Gov

6. [Purposely Left Blank.]

7. Purchase Order Instructions:

All orders should contain the following mandatory language: (1) indicating that "all Purchase Orders or Sprint Approved funding documents will be in accordance with and subject to WSCA Master Service Agreement #1907"; (2) Your Name, Address, Contact Number, email address and Contractor's account number(s); (3) an acknowledgement by each non-State entity Buyer that by purchasing under this Addendum the Buyer agrees to allow Contractor to provide the State with Buyer's CPNI; and (4) Purchase order amount.

All invoices will contain the following mandatory language: (1) Buyer's name, address and Order Number; (3) Contractor name, address, phone number, and Federal Tax Identification Number; (4)

description of Products, including quantity ordered; (5) description of Services provided; (6) date(s) of purchase of Products or Services; (7) price for each item; (8) total purchase price; (9) discount for E-rate, if applicable; (10) applicable taxes; (11) other applicable charges; (12) total invoice amount; and (13) payment terms including any available prompt payment discounts.

8. Price Agreement Number:
All purchase orders or Sprint approved funding documents issued by purchasing entities within the jurisdiction of this Addendum shall include the Participating State contract number: T12-MST-685 and the Lead State price agreement number: 1907.

This Addendum and the Master Service Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Service Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Service Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and its exhibits shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Service Agreement as to the Participating State and any Buyers under this Addendum ONLY, and shall otherwise have no impact on the Master Service Agreement and its exhibits.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds. Ordering entity is responsible for informing contractor in writing prior to ARRA funds being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

10. Sprint Approved Funding Document: The Sprint Approved Funding Document ("Funding Document") is attached hereto as Exhibit A. As a pre-condition to ordering Sprint services and equipment, Sprint may in its discretion require Buyers to provide the Funding Document.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

STATE OF WASHINGTON:	SPRINT SOLUTIONS, INC.:
By:	By:
Name: Christine Warnock	Name: Kevin Kunkel
Title: Chief Procurement Officer	Title: Regional Vice President
Date: 11/5/12	Date: 10/9/12

Sprint — Approved as to Legal Form
KAC – 9 Oct 2012

EXHIBIT A – FUNDING DOCUMENT

[INSERT TEMPLATE BELOW TO BUYER/ENTITY LETTERHEAD]

<Date>

<Agency Name>
<Contracting Officer or Authorized POC- insert Name & Title>
<Street Address>
<City>, <State> <ZIP Code>
<Insert Phone Number>
<Email>

Dear <Insert Sprint Sales Rep Name>,

The units on the following Billing Account Numbers listed below are eligible to purchase wireless communication services under the **Western State Contracting Alliance (WSCA) Agreement, No. 1907**, dated_____, and the **WSCA Participating Addendum between Sprint Solutions, Inc., and the State of Washington.**

Billing Account Numbers: [Insert List of Sprint Billing Account Numbers]

I, _____, hereby certify that the following information provided herein is true and accurate as of the date of this letter: (1) I am an authorized purchaser for [Insert Agency Name]; (2) all orders will be in accordance with and subject to the pricing, terms and conditions under the **Western State Contracting Alliance (WSCA) Agreement, No. 1907, and the WSCA Participating Addendum with the State of Washington;** (3) Sprint is authorized to invoice the total dollar amount for services and equipment ordered by an authorized purchaser for the [Insert Agency Name]; and (4) Sprint is authorized to provide account information (including CPNI) to the State of Washington.

Furthermore, I certify the [Insert Agency Name] (1) shall pay charges incurred for the period of time the units are active with Sprint and until written notice of cancellation is provided to Sprint; and (2) the [Insert Agency Name] acknowledges and understands that Sprint will not automatically terminate service until written notice of cancellation is received by Sprint. The [Insert Agency Name] agrees to pay Sprint for all fees and charges for services and equipment received up to the effective date of cancellation.

If there is a change in the above authorization, it is the responsibility of the authorized purchaser to provide written notification to Sprint within ten (10) days at the following address:

Sprint
12502 Sunrise Valley Drive
Mailstop: VARESA0208
Reston, VA 20196
Attn: Public Sector Contracts Manager

Sincerely,

<Sign Name, Title>

For Purchasing Use Only:
RFP/CONTRACT # 1907

MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada

Department of Administration, Purchasing Division
515 E Musser Street, Room 300
Carson City, NV 89701
Contact: Teri Smith, Purchasing Officer
Phone: (775) 684-0178 • Fax: (775) 684-0188
Email: tlsmith@purchasing.state.nv.us

and

Sprint Solutions, Inc.
as contracting agent for the affiliated Sprint and Nextel entities providing the Products and Services
12502 Sunrise Valley Drive
Reston, VA 20196
Mailstop: VARESA0208
Contact: Michaela Clairmonte - Manager, Contract Negotiations & Management
Phone: (703) 433-8581 • Fax: (703) 433-8798
Email: michaela.clairmonte@sprint.com

Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance ("WSCA") is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

The State of Nevada has been authorized by WSCA to negotiate a Master Agreement as Lead State, for and on behalf of WSCA and its Members.

In consideration of the above premises, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Western States Contracting Alliance Directors.
2. DEFINITIONS.
"WSCA" means the Western States Contracting Alliance.

"State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307.
"Participating State(s)" means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this Contract, or who have executed a Participating Addendum.
"Participating Entity" means a state, or other legal entity authorized by a state, that is authorized to enter and does enter into a Participating Addendum under this Contract. Unless specifically prohibited by State law, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under this Contract, subject to the review of the Chief Procurement Official of the State in which the potential Participating Entity is located. Issues of interpretation and eligibility for participation shall be determined by the applicable State Chief Procurement Official.
"Buyer" means any WSCA Participating State, a Participating Entity, any authorized agency or political subdivision of a Participating State, or any authorized non-profit entity that makes a purchase under this contract, either pursuant to its own Participating Addendum or by making purchasing under another entity's Participating Addendum. Unless specifically prohibited by State law, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under this Contract or make purchases under this Contract pursuant to another entity's Participating Addendum, subject to the review of the Chief Procurement Official of the State in which the potential Buyer is located. Issues of interpretation and eligibility for participation shall be determined by the applicable State Chief Procurement Official.
"Contract" means this Master Service Agreement for Services of Independent Contractor, together with all documents incorporated herein.
"Contractor" and/or "Contracting Agency" means a person or entity that performs services and/or provides goods for WSCA or a Participating Entity under the terms and conditions set forth in this Contract.
"Solicitation" means RFP #1907 incorporated herein as Attachment BB.
"Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. CONTRACT TERM. This Contract shall be effective upon WSCA Directors' approval as set forth on the signature page of this Contract, to October 31, 2016 ("Initial Term"), with the option to extend for an additional two (2) years beyond the Initial Term at the discretion of the Lead State or as determined in the best interest of the Lead State and WSCA, subject to mutual written acceptance of the parties, unless sooner terminated by either party as specified in paragraph (4) or paragraph (21). Lead State shall provide Contractor with notice of its intent to exercise the extension at least 90 days prior to the expiration of the Initial Term. Each Participating Addendum executed in connection with this Contract shall be effective from its corresponding effective date. A Participating Addendum shall not exceed the term or scope of this Contract.
4. CANCELLATION OF CONTRACT FOR CONVENIENCE; NOTICE. Unless otherwise stated in the special terms and conditions, any Contract entered into as a result of the Solicitation may be canceled for convenience by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel for convenience its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating Entity to indemnification by the Contractor, Contractor's rights of payment for

goods/services delivered and accepted, WSCA's rights to payment of administrative fees through the effective date of cancellation (but not for periods after the effective date of cancellation or termination), and each party's rights attending any warranty or default in performance in association with any order. Cancellation of the Contract due to default of either party shall be in accordance with Section 21 herein. (b) Notice. All notices must be in writing Notices required under this Agreement must be submitted in writing to the party's address for notice listed in this Agreement or an Order and, in the case of a dispute, notices must also be sent to:

Sprint: Attn: Legal Dept. – Public Sector 12502 Sunrise Valley Drive Reston, VA 20196	**Customer**: Attn: Teri Smith, Purchasing Officer Department of Administration 515 E Musser Street, Room 300 Carson City, NV 89701

5. INCORPORATED DOCUMENTS; ORDER OF PRECEDENCE. The Contract consists of this document entitled Master Service Agreement, together with the following incorporated documents: Contractor's Special Terms and Conditions, the Solicitation, the Contractor's Response. To participate in the Contract each Participating Entity must do so pursuant to a Participating Addendum either as a signatory thereto or as an eligible Buyer under the applicable Participating Addendum. The parties acknowledge and agree that each Participating Addendum executed in accordance herewith incorporates the terms and conditions of the Contract, and that the corresponding Participating Entities will be bound to the terms and conditions of that Participating Addendum and the Contract.

In the event of any conflict between the terms and conditions of any of the documents comprising, related to, or participating in the Contract, the following order of precedence will control:

1. The applicable Participating Addendum;
2. The Master Service Agreement;
3. The Contractor's Special Terms and Conditions (Attachment AA);
4. The Solicitation (Attachment BB);
5. The Contractor's Response (Attachment CC);

Neither the Special Terms and Condition, nor any purchase order(s) issued under the Contract shall contradict or supersede any terms and conditions in the Contract without written evidence of mutual assent to such change(s) between Contractor and the Lead State.

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. RESERVED

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. RESERVED

9. BID SPECIFICATIONS. Contractor certifies that any deviation from the specifications in the scope of work, incorporated herein as part of Attachment AA, have been clearly indicated by Contractor in its response, incorporated herein as Attachment CC; otherwise, it will be considered that the bid is in strict compliance. Any BRAND NAMES or manufacturers' numbers are stated in the specifications are intended to establish a standard only and are not restrictive unless the Solicitation states "no substitute," and unless so stated, bids have been considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance have not been considered.

10. RESERVED

11. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at the cost for each service as set forth in the Contractor's Special Terms and Conditions (Attachment AA). WSCA does not guarantee to purchase any amount under this Contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which early payment discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. Neither WSCA nor the Lead State is liable for any costs incurred by the bidder in proposal preparation.

12. PAYMENT. Payment is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail or payments may be made via a Buyer's "Purchasing Card."

13. TAXES. Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State or Participating Entity is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor agrees to be responsible for payment of any government obligations relating to Contract performance that are owed to Lead State or a Participating Entity that are not paid by Contractor's subcontractors during performance of this Contract. The Lead State Nevada may set-off against consideration due any delinquent government obligation in accordance with applicable law, including, but not limited to NRS 353C.190.

(a) Taxes Not Included. Contractor's rates and charges for Products and Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on, or based upon, the provision, sale or use of Products or Services. Additional information on the taxes, fees, charges, and surcharges collected by Contractor is posted on the Rates and Conditions Website (http://www.sprint.com/ratesandconditions).

(b) Withholding Taxes. Notwithstanding any other provision of this Agreement, if a jurisdiction in which Customer conducts business requires Customer to deduct or withhold separate taxes from any

amount due to Contractor, Customer must notify Contractor in writing. Contractor will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to Contractor will not be less than the amount Contractor would have received without the required deduction or withholding.

(c) Tax Exemptions and Exclusions. Contractor will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer and statutory exemptions and will not bill Customer for any such exempted taxes. Customer will not be responsible for payment of Contractor's direct income and employment taxes.

14. FINANCIAL OBLIGATIONS OF PARTICIPATING STATES. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Unless otherwise provided by state law or in a Participating Addendum, States incur no financial obligations on behalf of political subdivisions that are Participating Entities under this Contract. Unless otherwise specified in the Solicitation or the Participating Addendum, the resulting award(s) will be permissive.

15. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. REPORTS, WSCA ADMINISTRATIVE FEE. As more fully described in the Solicitation and Response and in accordance with the Contractor's Special Terms and Conditions (Attachment AA), the Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating Entity. This information will be utilized in computing and verifying the administrative fee payable to WSCA. Contractor shall pay an administrative fee of 1/10th of 1% (one-tenth of one percent) of the total wireless spend to WSCA.

17. DELIVERY. The prices bid shall be the delivered price to any Buyer. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in Attachment CC. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

18. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under this Contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the goods and require Contractor to correct them without charge. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part.

20. INSPECTION & AUDIT.

a. Books and Records. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP)

full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, during Contractor's normal business hours, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, upon reasonable prior written notice, by the following entities, (at such entities' sole cost and expense): WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives, and the authorized equivalent agencies of a Participating State or Participating Entity (collectively the "Auditing Authorities."). All subcontracts shall reflect requirements of this paragraph. Due to the highly sensitive and proprietary nature of Contractor's records, any third party auditor action on behalf of one or more of the Auditing Authorities shall be subject to prior approval by Contractor, and the third party auditor may be required at Contractor's sole discretion to execute the Contactor's standard non-disclosure agreement prior to examining, inspecting, copying or auditing Contractor's records. Such non-disclosure agreement shall not prohibit disclosure to or the Auditing Authorities or discussion between the third party auditor and the Auditing Authorities for the purpose of complying with section. Records available for audit shall be limited to records for the period of time since the auditing entity last performed an audit of that type of records. An audit by or on behalf of WSCA does not preclude a Participating Entity from performing its own audit.

c. Period of Retention. All books, records, reports, and statements relevant to this contract must be retained a minimum four (4) years after the contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if Contractor has received prior written notice that any federal funds are used in the contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when Contractor has been provided prior written notice that an audit is scheduled or is in progress, for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

21. CONTRACT TERMINATION; REMEDIES. Any of the following events shall constitute cause to declare a default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. The non-defaulting party shall issue a written notice of default providing a period in which the defaulting party shall have an opportunity to cure. The defaulting party shall be allowed thirty (30) calendar days to cure a default before this Contract is terminated for default, unless the default poses a substantial risk to human health or safety, in which case a commercially reasonable shorter cure period may be set by the non-defaulting party (which shall be no less than five (5) business days). In the event the default poses an imminent and substantial risk to human health or safety, the non-defaulting party may suspend use or operation of the products and services before the time for cure has expired. Time allowed for cure shall not diminish or eliminate the defaulting party's liability for damages. If the default remains, after the defaulting party has been

provided the opportunity to cure, the non-defaulting party may do one or more of the following: (1) exercise any remedy provided by law or by the terms of this Contract; (2) terminate this contract and any related contracts or portions thereof; and/or (3) WSCA may suspend Contractor from receiving future bid solicitations.

22. REMEDIES NOT EXCLUSIVE. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation $125 per hour for attorneys employed by the Lead State. The Lead State and any Participating State may set off consideration against any unpaid obligation of Contractor to that State or any of its departments, agencies or political subdivisions, to the extent allowed by law, including, for the Lead State, a setoff in accordance with NRS 353C.190.

23. LIMITED LIABILITY. Nevada will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply. Damages for any breach by the Lead State shall never exceed the amount of funds appropriated for payment by the Lead State or any of its agencies pursuant to a Participating Addendum entered into by the Lead State under this contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 125% of the contract maximum "not to exceed" value between Contractor and the applicable individual Buyer; provided, however, that if no "not to exceed" value is specified then Contractor's maximum liability shall be one million dollars ($1,000,000). Contractor's tort liability shall not be limited, except for the following limitations, which limitations shall apply to any claims or causes of action, whether based on contract, in tort, or based on any other legal theory:

i. For any claims whatsoever arising from or related to service disruption, regardless of the causes ("Service Disruption"), Contractor's sole liability is limited to a credit allowance equal to the proportionate charge to the Buyer for the period of the Service Disruption. Service Disruptions do not include unavailability of the Service during periods of scheduled or unscheduled network maintenance.

ii. In no event is Contractor liable for any consequential, special, incidental, indirect, exemplary or punitive damages, nor for lost profits, loss of business, loss of data, loss of use, or lost savings or increased cost of operations, sustained by WSCA, a Participating Entity, a Buyer or any other end user in connection with this Contract.

24. FORCE MAJEURE. Neither party to this Contract shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

25. INDEMNIFICATION.

25.1 Contractor's Obligations to WSCA. To the fullest extent permitted by law, Contractor shall indemnify and defend, not excluding the Lead State's right to participate, the Lead State and/or WSCA from and against all third party claims for damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, relating to personal injury, death or damage to tangible personal

property that resulted from the negligence or willful misconduct of Contractor, its officers, employees and authorized agents.

25.2 Contractor's Obligations to Participating Entities (excluding authorized non-profit entities). The Contractor shall indemnify and defend Participating Entities and their officers, agencies and employees, from and against all third party claims for damages, losses and expenses, including reasonable attorney's fees, relating to personal injury, death or damage to tangible personal property that resulted from the negligence or willful misconduct of the Contractor, its officers, employees and authorized agents. Notwithstanding anything in this Contract to the contrary, Contractor's indemnification obligations with respect to Participating Entities that are authorized non-profit entities (and such Participating Entities indemnification obligations with respect to Sprint) shall be as set forth in Section 11 of Attachment AA.

25.3 Exception. Contractor will not be liable for damages that are the result of negligence or willful misconduct by WSCA, the Participating Entities, and/or their respective employees, officers, agencies and authorized agents.

26. INSURANCE SCHEDULE. Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

Unless different or additional insurance is required pursuant to the terms of a Participating Addendum, Contractor agrees that the following insurance coverages and policy limits shall also apply to, and operate for the benefit of, each Participating Entity that participates in this Contract pursuant to a Participating Addendum.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this Contract.

Any insurance or self-insurance available to the Lead State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

1) Contractor shall provide proof of worker's compensation insurance.
2) Employer's Liability insurance with a minimum limit of $500,000 each employee per accident for bodily injury by accident or disease.

Commercial General Liability Insurance

1) Minimum Limits required:
   $2,000,000.00 General Aggregate
   $1,000,000.00 Products & Completed Operations Aggregate
   $1,000,000.00 Personal and Advertising Injury
   $1,000,000.00 Each Occurrence
2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

1) Minimum Limit required: **$Waived** Each Occurrence for bodily injury and property damage.
2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
   The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

1) Minimum Limit required: $ **Waived** Each Claim
2) Retroactive date: Prior to commencement of the performance of the contract
3) Discovery period: Three (3) years after termination date of contract.
4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

1) May be used to achieve the above minimum liability limits.
2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: **$Waived** Per Loss for Employee Dishonesty
This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

General Requirements:

a. RESERVED
b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.
d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor may contain deductibles or self-insured retentions. Such deductibles or self-insured retentions shall not relieve

Contractor from the obligation to pay any loss or claim for which the Contractor is responsible under this Contract.

e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled. Insurer shall provide notice of cancellation via mail to Certificate Holders.

f. Approved Insurer: Each insurance policy shall be:
   1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and
   2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:
1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this Contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all insurance documents required by this Contract to the Lead State identified on page one of the Contract. Additional insurance obligations may be imposed in Participating Addenda executed by Contractor and eligible Participating Entities. Any additional or different insurance documents required by a Participating Addendum shall be provided to the Participating Entity.

27. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract.

28. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

29. SEVERABILITY. If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

30. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by WSCA, the Lead State, or a Participating Entity, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Neither party shall assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, customized computer code or other documents of any kind which are intended to be consideration under the Contract, and prepared or in the course of preparation by Contractor (or its subcontractors) specifically for WSCA in performance of its obligations under this Contract shall be the exclusive property of WSCA and all such materials shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of WSCA. Unless otherwise specifically stated in this Contract, WSCA shall have no proprietary interest in any pre-existing works or materials, or in any materials licensed to WSCA for use that are subject to patent, trademark or copyright protection. WSCA acknowledges that Contractor sells identical Products and Services to other customers of Contractor, and WSCA agrees that all intellectual property rights in the Products and Services are retained by Contractor and/or Contractor's suppliers. Contractor is not precluded from developing for itself or for others, products, services or materials that are competitive with or similar to or derived from the Products and Services provided under this Contract, and Contractor shall be free to use its general knowledge skills and experience and any ideas, concepts, know-how and techniques within the scope of its business practices that are used in the course of providing the Products and services to WSCA or any Participating Entity. All materials required to be delivered to WSCA under this paragraph shall be delivered to the Lead State.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the Lead State, and Participating States and their officers, agents and employees harmless from liability against third party claims that any of the Products or Services as provided by Contractor under this Contract infringe or violate any copyright, patent, tradename, trademark, trade secret, or other intellectual property rights. WSCA acknowledges and agrees that in connection with Sprint's indemnity obligations to WSCA for Products, Sprint may rely upon the indemnity being provided to Sprint by Sprint's third party suppliers for such Products. WSCA agrees to reasonably cooperate with Sprint and Sprint's third party suppliers in connection with the defense of the third party claims included in the indemnity obligations under this Agreement.

Contractor's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided by or requested by Customer; or (ii) Customer's continued use of infringing Products or Services after Contractor provides reasonable notice to

Customer of the infringement. For any third party claim that Contractor receives, or to minimize the potential for a claim, Contractor may, at its option and expense, either: (A) procure the right for Customer to continue using the Products or Services; (B) replace or modify the Products or Services with comparable Products or Services; or (C) terminate the Products or Services. The provisions of this Section state the entire liability and obligations of Contractor and any of its affiliates or licensors, and the exclusive remedy of State, with respect to any actual or alleged infringement in whole or in part, of any patent, copyright, trade secret, trademark or other intellectual property right by the Products or Services.

33. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records. Information or documents provided in connection with a Participating Addendum shall be governed by the public records laws and practices of the Participating State or Participating Entity.

34. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise designated in writing as such. The foregoing restrictions on use and disclosure of confidential information do not apply to information that: (a) is in the possession of Contractor at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the Contractor; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the Contractor without reference to the confidential information; or (e) is required to be disclosed by law, regulation, or court or government order.

35. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This Contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

37. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, council or board;

b. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

38. NON-COLLUSION. Contractor certifies that this Contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

39. WARRANTIES.

a. General Warranty. Contractor will perform all Services in a good and workmanlike manner consistent with accepted industry practice and in compliance with applicable laws and regulations. To the maximum extent possible, Contractor will pass through to Buyer all warranties available to Sprint for any Product(s) acquired hereunder.

b. Contractor does not manufacture Products and offers no warranty on any Products beyond the manufacturer's warranty provided directly from the manufacturer to the Buyer upon receipt of the Products. Except as, and then only to the extent, expressly provided in this Contract, Products and Services are provided "as is." Contractor disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services, or software.

40. CONFLICT OF INTEREST. Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of the Lead State or any WSCA Participating Entities to any

officer or employee of WSCA, the Lead State, or Participating Entities to secure favorable treatment with respect to being awarded this Contract.

41. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA, the Lead State, or any Participating Entity to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA, the Lead State, or any Participating Entity, except as expressly set forth herein.

42. POLITICAL SUBDIVISION PARTICIPATION. Participation under this Contract by political subdivisions (i.e., colleges, school districts, counties, cites, etc.,) of the WSCA Participating States shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices set forth in this Contract and in the applicable Participating Addendum.

43. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by WSCA and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract. The construction and effect of any Participating Addendum or order against the Contract(s) shall be governed by and construed in accordance with the laws of the Participating State or the laws of the State in which the applicable Participating Entity is located if such entity is not a State. Venue for any claim, dispute or action concerning an order placed against the Contract(s) or the effect of a Participating Addendum shall be in the Purchasing State or the laws of the State in which the applicable Participating Entity is located if such entity is not a State.

45. SIGNATURES IN COUNTERPART. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

46. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this contract. The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator. A WSCA Member State or another entity authorized to participate in this contact shall execute with the Contractor a Participating Addendum consistent with this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature

Paget L. Alves

4/9/12
Date

Chief Sales Officer
Independent's Contractor's Title

Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA DIRECTORS

On 4/12/12
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General

On 11 April 12
(Date)

Sprint — Approved as to Legal Form
KAC – 5 April 2012

APPROVED
SPRB
JS/PJM
4/6/2012

Effective 04/07

Washington State Department of
Enterprise Services

1500 Jefferson St. SE
Olympia, WA 98501
(360) 902-7400
http://www.des.wa.gov

Mail To:
PO Box 41017
Olympia, WA 98504-1017

WSCA/NASPO Master Service Agreement Number: 1907
Wireless Communication & Equipment
Contractor: Sprint Solutions, Inc.

WA State Participating Addendum:	*T12-MST-685*
Amendment Number:	*13-01*
Date Issued:	*02/06/2013*
Date Effective:	Upon DES Signature

This Amendment is by and between the State of Washington and Sprint Solutions, Inc. and is issued under the provisions of the Washington Participating Addendum number T12-MST-685 to the WSCA/NASPO Master Service Agreement administered by the State of Nevada and identified as Number 1907, effective April 12, 2012.

NOW, THEREFORE, it is agreed by the parties to amend the Washington State PA #T12-MST-685 as follows:

The following shall be added as the last sentence to Section 1 of the above-referenced Participating Addendum:

1. This Participating Addendum is not for personal use.

This contract amendment, consisting of one (1) page and no attachments, is executed by the persons signing below who warrant that they have the authority to execute this contract amendment.

APPROVED (DES)

Signature — Date: 2-14-13

Dale Colbert
Typed or Printed Name, Title

DES Authorizing Manager Signature — Date: 2/15/13

Christine Warnock
DES Authorizing Manager's Typed or Printed Name

CONTACT INFORMATION

Contact: Sylvia Sammons
Title: Contracts Specialist
Phone: 360-407-8226
Fax: 360-586-2426
Email: sylvia.sammons@des.wa.gov

APPROVED (SPRINT SOLUTIONS, INC.)

Contractor's Authorizing Signature — Date: 2/1/13

Kevin Kunkel, Regional Vice President
Typed or Printed Name, Title

CONTACT INFORMATION

Contact: Ellen Braun
Title: Public Sector Accounts Manager
Phone: 425-278-2054
Fax: 425-278-2001
Email: Ellen.Braun@sprint.com

Sprint — Approved as to Legal Form
KAC – 7 Feb 2013

State of Washington
DEPARTMENT OF ENTERPRISE SERVICES
Master Contracts and Consulting
1500 Jefferson St SE
• Olympia, Washington 98501 • (360) 902-7400
http://www.des.wa.gov

CONTRACT AMENDMENT

Contract Number:	Date Issued:
06012(T12-MST-685)	02/26/2014
Amendment Number:	**Date Effective:**
2	Upon DES Signature

This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment

This Amendment is entered into between the parties as of the effective date identified by on the approving official signature block. It amends Washington Participating Addendum 06012 (T12-MST-685) under WSCA Master Agreement 1907 as stated below.

The following changes to the Washington Participating Addendum will be effective immediately upon signature of approving official:

1) Section 3.C Administrative Fee will be changed as follows:

As of the Effective Date, and subject to and conditioned upon the terms and conditions of the Master Service Agreement, including but not limited to Attachment AA, Section 3.2.3.2, the Participating State may earn an administrative fee for Buyers that make purchases pursuant to this Addendum equal to 1% ("State Admin Fee") of the CL Wireless Spend. Contractor will provide DES with a sales report detailing CL Wireless Spend for the preceding quarter ("Summary Report"), in accordance with the Contract Sales and Reporting System of this Amendment using the requirements and schedules set forth in Section 3.D below. DES will send an invoice within 30 days after receipt of the Summary Report, based on the Summary Report. Payment of the State Admin Fee is due within thirty (30) days of the date the DES invoice is received by the Contractor. ~~The State Admin Fee will be calculated each calendar quarter based on the CL Wireless Spend during the previous invoice cycle and shall be due 45 calendar days after the end of each quarter (i.e., May 15, August 15, November 15, February 15). The State Admin Fee will be issued to the Participating State in the form of a check sent to the following address: 1500 Jefferson Street SE, Olympia, WA 98504.~~If Contractor incorrectly pays State Admin Fee to the Participating State, then Contractor shall be permitted to reduce any future State Admin Fee payments by the incorrect amount. The Participating State's right to earn, and Contractor's obligation to collect and pay to Participating State, the State Admin Fee ceases as of the effective date that (1) the Addendum has expired; or (2) the Addendum has been terminated (before expiration) by either party. The Participating State shall be entitled to receive the State Admin Fee through the effective date of termination. State Admin Fee payment must reference the contract number, Work Request Number (if applicable), the year and quarter of which the State Admin Fee is being remitted, and the Contractor's name as it is known to DES, if not already included on the face of the check. All payments must be sent to:

Name:	State of Washington, Department of Enterprise Services Finance Department
Address:	1500 Jefferson Street Mail Stop 41460 Olympia WA 98501
Additional:	Contract #: Quarter/Year: Contractor's Name as it is known to DES (if not already included on face of the check)

2) Section 3.D. Summary Report:

~~Contractor will provide a Quarterly Summary Report ("Summary Report") on a quarterly basis 45 calendar days after the end of each quarter (i.e., May 15, August 15, November 15, February 15).~~

Contract Sales and Reporting System is the on-line usage reporting system which will be available as a tool for Contractor to report quarterly CL Wireless Spend by Buyer. Prior to the due date for your report, an account will be established, and a log-in provided. The location of the tool is Https://fortress.wa.gov/ga/apps/CSR/login.aspx.

Summary Reports will be submitted in the month following the quarter-end and before the "Report Due" dates as shown below:

Quarter	Quarter Ends	Report Due
1st	March 31st	April 30th
2nd	June 30th	July 31st
3rd	September 30th	October 31st
4th	December 31st	January 31st

The Summary Report shall identify:

a. This Participating Addendum number;
~~b. The month in which the CL Wireless Spend occurred;~~
~~c. Each Buyer, identified by state, local or educational entity, making purchases during the reporting quarter;~~
~~d. The CL Wireless Spend (excluding tax) for each Buyer;~~
~~e. The State Admin Fee for each Buyer~~
f. The total sum of all CL Wireless Spend (excluding tax) for all Buyers in Washington state for the quarter;
~~g. The total amount of the State Admin Fee for the quarter.~~

~~Summary Reports will be submitted electronically, in either Microsoft Word or Excel format, via email to: mcadmin@dis.wa.gov.~~

~~Usage Reports will be submitted electronically, in either Microsoft Word or Excel format, via email to: mcadmin@dis.wa.gov.~~

Except for changes made by this Amendment, the Washington Contract 06012(T12-MST-685) remains unchanged and in full force and effective until is either cancel or expires whichever occurs first.

Authorizing Signatures

This contract amendment, consisting of one (1) pages and zero attachments is executed by the persons signing below who warrant that they have the authority to execute this contract amendment.

For Contractor:		**For State:**	
(Contractor Authorized Representative Signature) 4/9/2014 *(Date)*		*(Procurement Coordinator Signature)* 4/14/14 (Date)	
Printed Name:	Michaela Clairmonte	**Name:**	Neva Peckham
Contractor:	Sprint	**Agency:**	Department of Enterprise Services
Address:	12502 Sunrise Valley Drive		1500 Jefferson St SE
	Reston, VA 20196		Olympia WA 98501
Telephone No.	(703) 433-8581	**Telephone No.**	360 407-9411
Email:	Michaela Clairmonte@sprint.com	**Email:**	neva.peckham@des.wa.gov

DES Approval

DES Authorizing Manager:	*Dale Colbert*	**Date:**	4-14-14
Signature:		**Email:**	dale.colbert@des.wa.gov
		Phone:	(360) 407-9425

Approved by
Public Sector Legal
as to legal form
KAC 4-9-14

Washington State Department of
Enterprise Services

06012 (T12-MST-685) Wireless Communication & Equipment (Mobile Phone)
Contract Amendment

Date Issued: 1/14/16
Effective Date: Upon DES Signature
Amendment Number: 03
Contractor Name: Sprint Solutions, Inc.

This Contract Amendment is issued under the provisions of the Participating Addendum 06012 (T12-MST-685) NASPO ValuePoint Master Service Agreement 1907 formally known as WSCA Master Service Agreement 1907 for Wireless Communication & Equipment. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment

Pursuant to Master Services Agreement 1907, the parties agree to extend of the term of participating addendum for an additional two (2) years and eight (8) months through June 30, 2019 which coincides with filing requirements by Federal E-Rate customers.

Authorizing Signatures

For Contractor: Sprint Solutions, Inc.

Michaela Clairmonte, Sprint
(703) 433-8581
12502 Sunrise Valley Drive
Reston, VA 20196
MichaelaClairmonte@sprint.com

Signature _____

Date 1/20/2016

Approved by
Public Sector Legal
as to legal form
KAC 1-20-16

For State of Washington:

Marci Disken, DES Contracts, Procurement & Risk Management
(360) 407-9405
PO Box 41408
Olympia WA 98504-1408
marci.disken@des.wa.gov

Signature _____ KK

Date 2-17-16

CPRM Authorizing Manager:

Signature Greg Talbot

Date 2.16.16