

**GOVERNMENT CUSTOMER
WIRELESS COMMUNICATIONS SERVICES AGREEMENT**

THIS GOVERNMENT CUSTOMER WIRELESS COMMUNICATIONS SERVICES AGREEMENT is made this ____ day of _____, 2007 (the "Effective Date") by and between Sprint Solutions, Inc., a Delaware corporation with its principle place of business at 2001 Edmund Halley Drive, Reston, Virginia 20191, on behalf of its affiliated entities providing the Products and Services, namely Sprint Spectrum L.P. and Nextel South Corp. ("Sprint"), and The School Board of Palm Beach County, Florida with an address at 3300 Forest Hill Blvd., West Palm Beach, FL 33406 ("Customer").

1. GENERAL.

- 1.1 **Eligibility.** The terms and conditions of this Agreement have been customized for federal, state, and local government entities and agencies. Sprint defines "government entities and agencies" as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges. Sprint recognizes that under certain circumstances, non-governmental entities may be permitted to purchase Products and Services under this Agreement. For non-governmental entities, Sprint may limit the applicability of any contractual provisions specifically based on governmental rights and privileges.
- 1.2 **Rates and Conditions Website.** Customer's use of a particular Sprint Product or Service is also governed by the related product or service-specific terms and conditions, which (if not attached to this Agreement) are found in the applicable Product-specific Terms accessible from or posted on the Rates and Conditions Website, as defined in Section 16.5 of this Agreement, on the Effective Date of this Agreement.
- 1.3 **Order of Precedence.** Customer's solicitation for proposals and Sprint's response, are incorporated into the Agreement by this reference. If any conflict or inconsistency exists between or among provisions within the documents that form the Agreement, the following order of precedence will apply: (a) this Agreement, including all relevant attachments; (b) Sprint's response to Customer's request for proposal or similar solicitation; (c) Customer's solicitation; and (d) Product-specific Terms incorporated under Section 1.2 above. Furthermore, specific terms will control over general provisions and separately negotiated or added terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing.
- 1.4 **Defined Terms.** Capitalized terms will have the meanings assigned in the Agreement or in the applicable Product-specific Terms.
- 1.5 **E-Rate Information.** Customer will use Service Provider Identification Number ("SPIN") **143000892** in its applications for Support (as defined in Attachment C). Sprint will provide sufficient billing detail so that Customer may distinguish between eligible and ineligible charges (as identified in good faith by Sprint) and will allocate charges among Customer departments, divisions, and schools. Subject to the provisions of Attachment C, Sprint will use the "Service Provider Invoice" method to receive Customer's reimbursement of eligible amounts and will invoice Customer's departments, divisions, and schools only for the portion of its charges remaining after a good faith application of the approved discount amount to Customer's total eligible usage.

2. **TERM.** The "Term" of the Agreement shall begin on March 21, 2007 (the "Commencement Date"), and shall end on June 30, 2010. At the end of the Term, Customer may continue using Services for up to 120 days under the rates, terms, and conditions of this Agreement.

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

- Attachment A: Wireless Services Term and Volume Discount
- Attachment A-1: Nextel National Network Business Plans and Policies
- Attachment A-2: Nationwide Sprint PCS Network Business Plans and Policies
- Attachment B: Wireless Services Product Annex
- Attachment C: Schools and Libraries Funding Program Addendum
- Attachment D: Sprint Nextel Merger Overview
- Attachment E: Sprint Training Overview
- Attachment F: Sprint Billing Overview
- Attachment G: Sprint Phone Listing

4. CHARGES.

4.1 Orders.

- A. What and How Placed.** Orders describe the Products and Services being purchased, including quantity, delivery destinations, requested delivery dates, and any other information required by the Agreement. Customer may order Sprint Wireless Products and Services by delivering a written or electronic order to Sprint, calling Sprint's toll-free telesales phone number followed by written confirmation, or contacting Customer's Sprint Account Representative or Sprint's authorized representative followed by written confirmation. Sprint may accept an order by signing and returning a copy of the order to Customer, delivering any of the Products or Services ordered, informing Customer of the commencement of performance, or returning an acknowledgment of the order. Except as required by applicable law or regulation, any additional or inconsistent terms and conditions appearing in an order or in any acknowledgment or acceptance of an order are null and void.

- B. Rejection or Cancellation of Order Before Delivery.** Customer may cancel an order if Sprint or Sprint's authorized representative receives written notice from Customer before the order is shipped. Sprint may reject or cancel an order if the Product ordered is not available, or not available in sufficient quantities or if Sprint is otherwise unable to meet the terms of the order (e.g. delivery specifications not previously identified to and accepted by Sprint). Sprint or Sprint's authorized representative will notify Customer of rejected or canceled orders within twenty-four (24) hours of receipt of Customer's order.
- C. Shipping.** Sprint will ship Products to the delivery location specified in Customer's order. Risk of loss to the Products pass to Customer upon delivery to the location specified in Customer's order. Title will pass to Customer upon Sprint's receipt of payment in full for the Products.
- D. Inspection.** Customer must return nonconforming Products within 30 days of receipt or Customer will be deemed to have accepted the Products. Customer may reject Products that are visibly damaged or defective on the basis of a sample inspection. Any shipment with visible damage may, at Customer's option, be refused. Sprint will pay all reasonable ground transportation freight charges associated with those returns. Sprint bears the risk of loss to rejected Products returned to Sprint while such Products are in transit.
- E. Returns After Delivery.** Complete, new, and undamaged Products, with original proof of purchase, may be returned to Sprint at Customer's expense within 30 days after purchase (or such longer period provided under state law) for a full refund of the original Product purchase price and activation fee (excluding usage charges, any partial usage charges, taxes, fees and surcharges). Sprint may change the return policy from time to time and will use commercially reasonable efforts to notify Customer of changes. The policy may not apply to certain Products. All accessories, hardware, materials, and package inserts that came with the Product in the original box must be returned along with the Product. Customer must also include a copy of Customer's receipt. Customer may call Sprint Customer Care or contact its Sprint Account Representative for a return kit. Sprint cannot exchange Products though Sprint's Internet site. Upon Sprint's receipt of the returned Product, Sprint will credit Customer's account for the original purchase.
- 4.2 Rates and Discounts.** The wireless Business Plans and discounts identified in the pricing Attachments of this Agreement will remain fixed for the Term. Customer will pay Sprint the rates and charges for a particular Product or Service as set forth in the Agreement. If pricing is shown in the Agreement only as a percentage discount off a rate not specified in the Agreement, the percentage discount will never be less than the discounts that are specified in the pricing Attachments for the Term, but Sprint may modify the underlying list price from time to time at its discretion. Sprint may modify terms, features, rates, or charges associated with other wireless Business Plans available to Customer (but not specified in this Agreement) on 30 days' written notice to Customer.
- 4.3 Trial Offers.** If Customer receives a promotional Sprint Service or Service option for a limited trial period at a reduced or waived cost, Customer must contact Sprint before the end of the billing period after expiration of the trial period to discontinue the promotional service or option to avoid charges.
- 4.4 New Business Plans.** If Customer is eligible for and selects a new Business Plan not specified in this Agreement, Customer's volume discount in this Agreement will apply to the new Business Plan, and the parties will negotiate the terms and conditions of the new Business Plan as such time that the Customer selects a new Business Plan not specified in this Agreement.
- 4.5 Rate Adjustments.** Sprint may adjust or impose fees, charges or surcharges on Customer to recover amounts that it is required by governmental or quasi-governmental authorities to collect on their behalf, or to pay to others in support of statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. The programs associated with these charges include state and federal Universal Service Funds, Compensation to Payphone Providers, E911, Telephone Relay Service, and Wireless Number Pooling or Wireless Local Number Portability. Cost recovery charges are not taxes or government required charges. Additionally, Sprint may impose additional charges or surcharges, or establish new rate elements, solely to recover amounts Sprint is charged for terminating or originating a call to other wireless carriers such as international mobile termination charges.
- 4.6 Taxes.**
- A. Tax Exemptions.** Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer and will not bill the Customer for any such exempted taxes.
- B. Taxes Not Included.** Sprint's rates and charges for Products and Services do not include taxes. Customer will pay all applicable taxes for which it does not hold a valid tax exemption, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, national taxes or charges imposed on or based upon the provision, sale or use of Products and Services.
- C. Withholding Taxes.** Notwithstanding any other provision of the Agreement, if Customer's jurisdiction requires Customer to deduct or withhold separate taxes from any amount due to Sprint, Customer must notify Sprint in writing. Sprint will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to Sprint will not be less than the amount Sprint would have received but for the deduction or withholding.
- D. Exclusions.** Customer is not responsible for Sprint's direct income taxes and employment taxes.

5. BILLING AND PAYMENT.

5.1 Invoicing.

- A. Commencement** Sprint may begin invoicing Customer in full for non-recurring and recurring charges the date the Products or Services are installed and made available. Customer's first invoice may contain a pro-rata charge for the period of time from activation to the end of Customer's then-current billing cycle.
- B. Delays.** 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.
- C. Policies.** For recurring Services, Sprint generally bills fixed service charges in advance and usage-based charges in arrears. Unused plan minutes do not carry forward. Wireless Services billed according to a monthly flat rate may not include itemized message transmission detail, particularly push-to-talk, SMS, and wireless data Services. Sprint may bill Customer on behalf of third party providers of applications that are accessed by Customer through Sprint Products. If Customer changes Business Plans or Service options during an invoicing cycle, Sprint will prorate old and new plan charges based on the date of change. When Customer changes Business Plans, minutes will be charged under the Business Plan in effect at the time the usage was incurred. 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. For single payments to be applied across multiple account numbers, Customer must identify with its payment the specific amounts paid for each account number. Customer is responsible for all charges for Sprint Wireless Products and Services associated with each Customer-Liable Active Unit.

5.2 Payment Date. Subject to applicable law or regulation, Customer shall pay all undisputed amounts within 30 days of the due date. Payments are due upon receipt of invoice. Subject to applicable law or regulation, if Customer fails to make such payment within 30 days of receiving Sprint's written notice of nonpayment, Sprint may suspend or terminate the Products or Services. Customer may not offset disputed amounts from one invoice against payments due on another account.

5.3 Late Charges. Subject to applicable law or regulation, all undisputed charges that remain unpaid 30 days after the due date are subject to a late charge at a rate of 1.5% per month, or the maximum rate allowed under law, whichever is less, from the date such payment was due until the date paid. . Sprint's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. Customer's payment obligations include late charges and third party collection costs incurred by Sprint, including but not limited to reasonable attorneys' fees, if Customer fails to cure its breach of these payment terms.

5.4 Disputed Charges. If Customer disputes a charge included in an invoice in good faith, it may withhold payment of that charge or the invoice in full (if necessary as a Customer payment system issue) so long as Customer makes timely payment of all undisputed invoices and, within 30 days of the due date, provides Sprint with a written explanation of the reasons for Customer's dispute of the charge included in the invoice. Customer and Sprint must cooperate in good faith to promptly resolve any disputed charge. If the parties determine, in good faith, that the disputed charge is valid, Sprint will notify Customer and Customer must pay the charge promptly. If the dispute relates to billing errors, Sprint may credit or debit, as applicable, the net difference between any discovered overcharge or undercharge.

6. CREDIT APPROVAL FOR NON-GOVERNMENTAL ENTITIES. Sprint may provide payment history or other billing/charge information about the non-governmental entity to any credit reporting agency or industry clearinghouse.

7. WARRANTIES. EXCEPT AS, AND THEN ONLY TO THE EXTENT, EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE.

8. EQUIPMENT AND SOFTWARE.

8.1 Products. Sprint does not manufacture Products and, except as provided in the Agreement, is not responsible for any defects in the Products or for the acts or omissions of the original equipment manufacturer. Notwithstanding the forgoing, Sprint shall cooperate with and assist the Customer in its efforts to secure the manufacturer's repair and/or replacement of defective Products covered by a manufacturer's warranty.

8.2 Customer or Third Party Equipment. Customer is responsible for any Customer or third party equipment located at the Customer's premises that impair Product or Service quality. Upon notice from Sprint of an impairment to the Products or Services, Customer will promptly evaluate Sprint's assessment and determine how the problem may be cured. Customer will continue to pay Sprint for Products and Services during such impairment or related suspension. If the impairment interferes with the use of Sprint's network by Sprint or third parties, Sprint, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although Sprint will provide advance notice where reasonably practical. At Customer's request, Sprint will work with the Customer to troubleshoot the source of the impairment at Sprint's then-current time and materials rates. Sprint is not liable if a commercially reasonable change in Sprint Products or Services causes equipment or software used by the Customer to become obsolete, require alteration, or perform at lower levels.

8.3 Software Provided by Sprint.

- A. Terms of License.** As part of the provision of certain Products and Services, Sprint may furnish software owned by Sprint or its third party suppliers or partners to Customer. Sprint provides Customer with the license terms and conditions applicable to the use of certain software programs, whether installed separately or embedded within Products, through click and use screens, shrink-wrap notices, physical copies delivered at the time of Product or Service delivery, or copies posted on the Rates and Conditions Website. Any applicable license will control and govern Customer's use of the software.
- B. General Licensing Terms and Conditions.** Except as otherwise provided for under a specific license, Customer receives a non-exclusive, non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the license. Sprint may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.
- C. Ownership.** Sprint or its suppliers retain title and property rights to all software, whether installed separately or embedded within Products. Customer neither owns nor will acquire any right of ownership to any such software, including, but not limited to, copies, and any related patents, copyrights, or trademarks. Upon termination or expiration of the Agreement or any applicable Order, Customer will surrender and immediately return software, including all copies, to Sprint or will provide certification that it has deleted and destroyed all Sprint-provided software from Customer-owned Equipment.
- D. Prohibitions.** Except as provided under the applicable licensing terms and conditions, Customer, as licensee, is not granted any rights to use the software on behalf of third parties or for time share or service bureau activities; reverse engineer, decompile, modify, enhance, copy, obtain any source code for, or prepare any derivative works from Sprint-provided software; or modify the Products or Services, or combine the Products and Services with any other products or services not provided by Sprint.

9. **USE OF NAME, SERVICE MARKS, TRADEMARKS.** Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose, including, but not limited to, resale of Products or Services or press releases, without the other party's prior written consent.

10. CUSTOMER RESPONSIBILITIES.

- 10.1 **Acceptable Use Policy.** If Customer purchases Products or Services that connect to or flow over the Internet, Customer must conform to the Sprint Acceptable Use Policy, <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by Sprint. To the extent that any conflict exists between the Sprint Acceptable Use Policy and this Agreement, this Agreement shall control. Moreover, notwithstanding any provision of the Sprint Acceptable Use Policy, Customer's liability relating to such policy is limited to section 768.28, Florida Statutes.
- 10.2 **Abuse and Fraud.** Customer will not use Products or Services (A) for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted access, alteration, abuse or destruction of information; or (B) in any manner that causes interference with Sprint's or another's use of the Sprint network. Customer will cooperate with Sprint to prevent unauthorized access by third parties of the Products and Services via Customer's facilities.
- 10.3 **Liability for Content.** To the extent that Sprint does not originate the transfer of harmful material or a virus over its network, Sprint is not liable for the content of any information transmitted by, accessed, or received by Customer through, Sprint's provision of the Products and Services to Customer. Customer is responsible for claims alleged to arise in any way from information, data, or messages transmitted over the Sprint network by Customer, or Customer's own users or agents. Customer is not liable for any damage to Sprint caused by a third party transmission of information, data, or messages, including but not limited to a virus, over the Sprint Network, despite any "spoofing" or other attempt to make the harmful content appear to have originated from Customer.
- 10.4 **Permits, Licenses and Consents.** Customer will obtain, maintain and abide by all required permits, licenses, or consents (e.g., landlord permissions, tax exemption certificates, software licenses, or local construction licenses) that may be applicable to its use of the Products and Services. This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business. Sprint is not responsible for Customer's failure to obtain or maintain applicable permits, licenses, or consents associated with its use of Products or Services.
- 10.5 **Resale Prohibited.** Except for End-of-Life Products that have been deactivated, Customer may not resell or lease Sprint's Products. Customer may not resell Sprint Services.

11. PRIVACY, CONFIDENTIAL INFORMATION AND DISCLOSURE.

- 11.1 **Confidential Information.** "Confidential Information" includes, but is not limited to, information relating to the disclosing party's technology and business affairs and operations. Each party may disclose Confidential Information only to its subsidiaries, affiliates, agents and consultants with a need to know, if they are not competitors of the disclosing party and are subject to a confidentiality agreement at least as protective of the disclosing party's rights as this provision. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Sprint services. Except as set forth in Sections 11.2 and 11.3, all other disclosures of Confidential Information to third parties are prohibited during the Term and for two years following the expiration of the Term.

- 11.2 Exceptions.** The restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the receiving party 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 receiving party; (C) is received without restriction from a third party free to disclose it without obligation to the disclosing party; or (D) is developed independently by the receiving party without reference to the Confidential Information.
- 11.3 FOIA.** Sprint acknowledges that the Agreement and the Confidential Information may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws found in Chapter 119, Florida Statutes, and regulations (collectively "FOIA"). Customer will provide Sprint with prompt notice of any intended FOIA disclosures of Confidential Information or post-execution FOIA requests for Confidential Information, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of Sprint Confidential Information, consistent with all applicable laws and regulations.
- 11.4 Customer Proprietary Network Information.**
- A.** As Sprint provides Products and Services to Customer, Sprint develops information about the quantity, technical configuration, type, destination, location, and amount of Products and Services Customer uses, as well as other information found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Customer has a right to the privacy of CPNI and Sprint has a duty to protect the confidentiality of CPNI. Nevertheless, Sprint may release information about its customers, including but not limited to CPNI, to comply with applicable laws, summons, subpoenas and court orders, to protect the rights, property or safety of Sprint customers, the public or Sprint, and to respond to emergencies where there is a reasonable belief of immediate risk of death or serious physical injury.
- B.** To serve Customer in the most effective and efficient manner, Sprint may use or share CPNI with Sprint Affiliates for purposes of identifying and offering other Sprint products and services that may interest Customer. Sprint may also use CPNI to provide Customer with communications-related products and services or special promotions concerning products and services other than those to which Customer already subscribes. Customer permission to use CPNI for these purposes is valid until revoked. If Customer seeks to stop Sprint from using CPNI to offer these unrelated products and services, Customer may call 800-865-7786. Users who are deaf or hard of hearing may dial 800-877-8973 to contact a TTY operator and then ask the TTY operator to dial 888-212-2145 or 800-865-7786 to notify Sprint that Customer does not want Sprint to use CPNI for these purposes. Customer consent will help Sprint tailor its offerings to Customer's interests. Withholding consent will not affect Customer's current service with Sprint.
- 11.5 Privacy and Interception of Communications.** Although federal and state laws make it illegal for third parties to listen in on Customer's service, Sprint cannot guarantee the privacy of Customer's use of Products or Services. Sprint is not liable to Customer or to any third party for any eavesdropping or interception of Customer's communications under this Agreement. Customer acknowledges that information identifying Customer and calls made by Customer may appear on the equipment or bill of recipients of Customer's communications. Sprint may access, use, disclose, record or monitor any communications to or from Customer or any other person to protect Sprint's rights or property or those of other customers, to the extent permitted by law.
- 11.6 Location Based Information.** Sprint or a third party application service provider may access, use, and disclose the geographic location of Products to provide Customer with geographic information services (GIS) downloaded or accessed through the Products or Services, including but not limited to global positioning satellite (GPS) services. If Customer uses a geographic service and there are additional users on Customer's account, Customer is responsible for providing reasonable notice to all individual users on the account that location information (i.e., the geographic coordinate of the Equipment) may be accessed, used or disclosed in connection with the Service. Customer acknowledges that to the extent and limits provided in section 768.28, Florida Statutes, Customer may be held liable for claims and damages arising directly out of its failure to give the notice required by this section.

12. LIMITATIONS OF LIABILITY.

- 12.1 Direct Damages.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement (other than service disruption) is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or tangible personal property, caused by the party's negligent or willful misconduct, so long as no damages against Customer exceeds that which is permitted by section 768.28, Florida Statutes; or (B) proven direct damages for all other claims arising out of the Agreement, excluding service disruptions, not to exceed in the aggregate, in any 12 month period, an amount equal to Customer's total net payments for the affected Products and Services in the 6 months preceding the month in which the damage occurred. Customer's payment obligations and Sprint's indemnification obligations under this Agreement are excluded from this provision.
- 12.2 Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- 12.3 Service Disruption.** Sprint's sole liability arising from or related to Service disruption, regardless of the cause, is limited to a credit allowance equal to the proportionate charge to Customer for the period of the Service disruption. Service disruptions do not include unavailability of the Service during periods of scheduled or unscheduled network maintenance.

- 12.4 Unauthorized Access.** Sprint is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's data files, programs or other information through the Sprint Networks, whether by accident, wrongful means or any other cause not exclusively within Sprint's control.
- 12.5 Transmission Over Sprint Network.** Sprint is not liable for any third party content accessed through Sprint Wireless Products and Services, including but not limited to Premium Services. Sprint is not responsible for any loss, liability, damage, or expense, including attorney's fees, resulting from any third party claims alleged to arise in any way from information, data, or messages transmitted over the Sprint network by Customer, or by Customer's own customers or agents, including, but not limited to: (A) claims for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (B) claims for infringement of patents arising from the use of equipment, hardware or software not provided by Sprint; and (C) claims based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content. Customer is not liable for any damage to Sprint caused by a third party transmission of information, data, or messages, including but not limited to a virus, over the Sprint Network, despite any "spoofing" or other attempt to make the harmful content appear to have originated from Customer.

13. INDEMNIFICATION.

- 13.1 Personal Injury, Death or Damage to Property.** Sprint will indemnify and defend Customer, its directors, officers, employees, agents, and their successors from and against all third party claims for damages, losses, or liabilities, including reasonable attorney's fees, arising directly from performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of Sprint or its subcontractors, directors, officers, employees or authorized agents.
- 13.2 Intellectual Property.**
- A. Scope of Indemnity.** Sprint will defend, and pay all court awarded damages for, claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. For any claim that Sprint receives, or to minimize the potential for a claim, Sprint may at its option and expense either procure the right for Customer to continue using the Services, replace or modify the Services with comparable Services, or terminate the Service.
- B. Limitations.** Sprint's obligations under this Section 13.2 will not apply to the extent that the infringement or violation is caused by: (1) a modification to Sprint-provided software equipment or Services by Customer (or any person or entity acting on Customer's behalf); (2) services provided to or through Sprint by a third party; (3) the combination of Sprint-provided Services by Customer (or any person or entity acting on Customer's behalf) with other third party products; (4) functional or other specifications that were provided by or requested by Customer; (5) Customer's continued use of infringing Services after Sprint provides reasonable notice to Customer of the infringement; or (6) Customer uses the Services in a manner that causes Customer and Sprint to come into competition for third parties seeking to purchase Services.
- C.** This Section 13.2 states the entire liability and obligations of Sprint and any of its affiliates or licensors, and the exclusive remedy of Customer, with respect to any actual or alleged infringement in whole or in part of any patent, copyright, trade secret, trademark or other intellectual property right by the Services.
- 13.3 Rights of Indemnified Party.** To be indemnified, Customer must notify Sprint in writing of the claim (unless Sprint already has notice of the claim) within 60 days of obtaining actual knowledge of such claim and give Sprint full and complete authority, information and assistance for the claim's defense and settlement. Sprint will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. Sprint must keep Customer apprised of the status of Sprint's defense of the claim and advise Customer of all settlement proposals within 10 days of receipt of same. Customer will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Sprint will retain sole control of the claim's settlement or defense if conducted in good faith. To be indemnified under this Section, Customer must not, by any act including but not limited to any admission or acknowledgement, materially prejudice Sprint's ability to satisfactorily defend or settle the claim.

14. TERMINATION.

- 14.1 Sprint Right to Terminate.** Sprint may immediately suspend or terminate Products or Services or the Agreement in its entirety if Customer fails to cure any material breach of the Agreement within 30 days after receiving Sprint's written notice of such breach; or if Customer provides false or deceptive information when establishing, using or paying for Services; or if Customer engages in false, deceptive, fraudulent, or harassing activities when establishing, using or paying for Services; or if Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents Sprint's performance under the Agreement.
- 14.2 Customer Right to Terminate.**
- A. Material Failure.** If Sprint materially fails to provide Products or Services, Customer may terminate the affected Products or Services or the Agreement in its entirety without early termination liability if Customer provides Sprint with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice. If Sprint fails to cure within the cure period, then Customer may terminate the affected Products or Services or the Agreement in its entirety effective 30 days after Sprint's receipt of Customer's written notice to terminate. Sprint's material failure does not include a failure caused by circumstances not within Sprint's sole control, including, but not limited to, a failure caused by a third party access provider, Customer-provided software or equipment, or Customer.

- B. Termination for Convenience.** Customer may terminate this Agreement during the Term by providing 30 days' written notice to Sprint. If Customer exercises its right to terminate for convenience, Customer must pay Sprint all undisputed fees and charges for Products and Services received up to the effective date of termination. Disputed charges will be governed by Section 5.4.
- C. Termination for Nonappropriation.** Customer may terminate this Agreement at the end of the then-current fiscal period without incurring any form of termination liability when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement for the following fiscal year ("Termination for Non-appropriation"). Following Termination for Non-appropriation, Customer will not be obligated for payments for any fiscal period after the effective date of termination. Customer will give Sprint written notice of any termination for non-appropriation at least 30 days before the effective date of the termination. If Customer terminates the Agreement in part or in whole under this nonappropriation provision, Customer will not obtain the Services or functional equivalents from any other provider for a period of 180 days from after the effective date of termination. This obligation will survive termination of the Agreement.
- D. Termination for Failure to Maintain Qualification for E-Rate.** Customer may terminate this Agreement immediately if Sprint: 1) fails to maintain its status as a telecommunications carrier who provides telecommunications on a common carriage basis as approved by the Federal Communications Commission (FCC), 2) fails to maintain its registration with the SLE through its Service Provider Annual Certification (SPAC), 3) is suspended or disbarred from participating in the E-Rate program, 4) fails to provide Customer with all information necessary for the completion of Form 471 Item 21, as well as information requested by SLD Program Integrity Unit, that results in Customer's loss of E-Rate funding or 5) provides erroneous, misleading or fraudulent information that results in Customer's loss of E-Rate funding.

14.3 Effect of Termination.

- A. Service Charges.** Customer remains obligated to pay all undisputed Service charges incurred up to the effective termination date for each terminated Customer-Liable Active Unit.
- B. Individual Liable.** Individual-Liable Active Units are subject to the order term requirements and other obligations in the separate subscriber agreement between Sprint and the Employee.

15. **FORCE MAJEURE.** Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts beyond the control of the responsible party. Force majeure events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond the reasonable control of a party.

16. DEFINITIONS.

- 16.1 "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.
- 16.2 "Domestic" means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Product-specific Terms.
- 16.3 "Product(s)" includes equipment, hardware, software, cabling or other materials sold or leased to Customer by or through Sprint as a separate item from, or bundled with, a Service.
- 16.4 "Product-specific Terms" refers to separate descriptions, terms and conditions for certain non-regulated Products and Services. Product-specific Terms not attached to this Agreement are incorporated as of the Effective Date. Product-specific Terms are not otherwise subject to change during the Term.
- 16.5 "Rates and Conditions Website" means the website found at <http://www.sprint.com/ratesandconditions/>.
- 16.6 "Service(s)" means wireless business communications services, including voice services, information or other enhanced services, and non-regulated professional services provided to Customer by or through Sprint under the Agreement, excluding Products.
- 16.7 "Sprint" as used in this Agreement means the Sprint or Nextel company identified in this Agreement or the order as providing the specific Products or Services.

17. MISCELLANEOUS.

- 17.1 **Education Customers and Programs.** Customers seeking funds through the Universal Service Schools and Libraries Funding Mechanism ("E-Rate Program") or state or local corollaries to the E-Rate Program are subject to the "Schools and Libraries Funding Programs Annex" at Attachment C of this Agreement.
- 17.2 **Independent Contractor.** Sprint provides the Products and Services in this Agreement as an independent contractor. Nothing in this Agreement will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.
- 17.3 **No Waiver of Rights.** The failure to exercise any right under this Agreement does not operate to waive the party's right to exercise that right or any other in the future.

- 17.4 **Limitation on Third Party Beneficiaries.** The Agreement's benefits do not extend to any third party.
- 17.5 **Governing Laws.** The Agreement will be governed by the laws of the state where Products or Services are received by Customer, without regard to its choice of law principles.
- 17.6 **Dispute Resolution.**
- A. Arbitration.** Any dispute arising out of or relating to the Agreement or Order that cannot be resolved through negotiation may, at the option of the parties, be finally settled by arbitration. If, however, Subsection B (Waiver of Trial by Jury) below is held to be unenforceable by a court, then arbitration is mandatory. Any arbitration must be held in accordance with the rules of the American Arbitration Association and governed by the United States Arbitration Act, 9 U.S.C. § 1 et seq. All arbitration proceedings for disputes relating to Domestic Products or Services will be held in Palm Beach County, Florida. If the dispute relates to Sprint's provision of Non-Domestic Products or Services, all arbitration proceedings will be conducted in the English language pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. Arbitration proceedings will not include class action arbitration.
- B. Waiver of Trial by Jury.** The parties mutually, expressly, irrevocably and unconditionally waive trial by jury and any right to proceed as lead plaintiff, class representative, or other representative capacity for any class action proceedings arising out of or relating to an Agreement or Order. This subsection survives the termination of an Agreement or Order.
- 17.7 **Assignment.** Neither party may assign any rights or obligations under an Agreement or Order without prior written consent of the other party, except that Sprint may assign the Agreement to a parent company, controlled Affiliate, Affiliate under common control or an entity that has purchased all or substantially all of its assets upon written notice to Customer.
- 17.8 **Amendments.** The Agreement may only be amended in a writing signed by both parties' authorized representatives.
- 17.9 **Formal Notice.** Notices required under the Agreement, aside from those related to routine orders and Services, must be submitted in writing to the party's address for notice listed in the Agreement or Order and, in the case of a dispute, notices must also be sent to:
- | | |
|---|---|
| Sprint | The School District of Palm Beach County, Florida |
| Attn: Law Dept. – Public Sector | Sharon Swan, Director of Purchasing |
| 2001 Edmund Halley Drive, 4 th Floor | Suite A-323 |
| Reston, VA 20191 | 3300 Forest Hill Blvd |
| Fax: (703) 433-4034 | West Palm Beach, FL 33406 |
- 17.10 **Severability.** If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 17.11 **Survivability.** The terms and conditions of the Agreement regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.
- 17.12 **Entire Agreement.** This Agreement, including all referenced documents and exhibits, along with the related Orders, constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter. The parties may execute the Agreement in counterparts, each of which is deemed an original and all of which constitute a single agreement.

18. **PRICING EXPIRATION.** To become effective, this Agreement must be: (a) signed by an authorized Customer representative; (b) delivered to Sprint on or before February 7, 2007; and (c) signed by a Sprint officer or authorized designee. Alterations to this Agreement are not valid unless accepted in writing by both parties. Upon expiration of the Agreement, Sprint may continue to provide some or all of the Products and Services on a month-to-month basis under the terms, conditions and pricing in this Agreement, excluding minimum commitments, or, with advance notice, at standard list pricing, unless either party provides 30 days advance written notice to terminate.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement.

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

SPRINT SOLUTIONS, INC.

By: _____

William G. Graham, Chairperson

Name: _____

Title: _____

Date: _____

Attest: _____

Arthur C. Johnson, Ph.D., Superintendent

By: _____

Name: Joel A. Gardner

Title: VP

Date: 1-19-07

Reviewed and Approved for Form and Legal Sufficiency

Date: _____

By: _____

Sprint — Approved
as to Legal Form
SKM — 18 Jan 2007



**ATTACHMENT A
WIRELESS SERVICES TERM AND VOLUME DISCOUNT**

1. GOVERNMENT DISCOUNT PROGRAM ("GDP").

- 1.1 Effective Date of Discounts.** For new "Active Units" (defined as an active piece of wireless Product that Customer enrolls in a Business Plan under the Agreement), the discounts below apply as of the Commencement Date. For Active Units activated prior to the Commencement Date under pre-existing agreement(s) between Sprint and Customer, Sprint will apply the discounts as of the Commencement Date. Sprint will apply credits for any invoices issued that do not reflect the application of the new discount levels to existing Customer Liable Active Units.
- 1.2 Government Discount.** The Government Discount, described in the table below, is a percentage discount off the eligible monthly recurring charges ("MRCs") charged for Customer-Liable Active Units.

Network	Government Service Pricing Discount	Individual-Liable Service Pricing Discount
Sprint PCS Nationwide Network and Nextel National Network	25%	15%

- 1.3 How Calculated.** Service Pricing Discounts apply to eligible MRCs before taxes and surcharges and after calculation of all other discounts, rebates, service credits or other account credits. Eligible MRCs are defined in the applicable pricing attachment. Service Pricing Discounts apply to all Business Plans listed in this Agreement and to certain promotional rate plans offered by Sprint on a limited time basis. Additional pricing discount business rules are found in the attached Business Plans & Policies.
- 1.4 Prices and Promotions.** Prices listed in this Agreement do not reflect the application of promotions, offers, or additional discounts. Promotions and discounts may not be available with certain Plans at Sprint's sole discretion.
- 1.5 Fixed Rate Plans.** The wireless business plans identified in the pricing schedules of this Agreement will remain fixed for the Term. Sprint may modify terms, features, rates, or charges associated with other wireless business plans that may be available to Customer (but not identified in this Agreement) on 30 days' written notice to Customer.
- 1.6 Eligibility.** Only Customer-Liable Active Units or Individual-Liable 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 Customer-Liable Active Units to the same invoicing cycle in order to start receiving the Government Discount. Customer's contractors, suppliers, and any non-government, non-authorized agencies working with Customer are not eligible for the Government Discount.

2. EMPLOYEE DISCOUNT PROGRAM.

- 2.1 Eligible Employees.** New and existing Employee (or Individual-Liable) Active Units may receive the Individual-Liable Service Pricing Discount in the table above. The Individual-Liable Service Pricing Discount is contingent upon the Employee signing Sprint's consumer subscriber agreement and providing satisfactory evidence of employment to Sprint. Customer and Sprint will agree on methods for employment verification. Upon termination of this Agreement for any reason, or upon the Employee's termination of employment with Customer, Sprint may cease applying the Individual-Liable Service Pricing Discount. Except for the Individual-Liable Service Pricing Discount, Individual-Liable Active Units are subject to the terms and conditions in the consumer subscriber agreement.

3. WIRELESS DEVICE PURCHASE DISCOUNTS AND UPGRADE TERMS.

- 3.1 Wireless Device Purchase Discount.** New Customer-Liable Active Units are eligible for a minimum 39% discount off of the one year net price. The devices offered with this discounted price may change at any time in Sprint's sole discretion. This discounted device offer may not be available in all sales channels.
- 3.2 Upgrade Terms.** Existing Customer-Liable Active Units may be upgraded or replaced after 12 months of continuous service at the discounted device price identified in Section 3.1 above. Otherwise, the suggested retail price will apply.
- 3.3 Accessories.** Each wireless device order will also be understood to be an order for the following accessories (if not already in the manufacturer's standard fulfillment package): phone charger, belt clip, and hands-free earphone set. Sprint will charge its current retail prices on any accessories not part of the manufacturer's standard fulfillment package, after applying any accessory discounts identified in Attachments A-1 and A-2.
- 3.4 Custom Device Pricing.** In lieu of the wireless device purchase discount identified in Section 3.1 and upgrade option in Section 3.2, Sprint will offer Customer the following fixed equipment pricing, through the application of Sprint Retention Group credits (for upgrades to preexisting Active Units) and Local Market discretionary credits (for new Active Units), for the term of the Agreement:

Equipment Options:

Device Name	Customer Purchase Price	Fair Market Value as of February 7, 2007
Treo 700wx	\$149.99 (upgrade) \$199.99 (new unit)	\$299.99
Treo 700p	\$149.99 (upgrade) \$199.99 (new unit)	\$299.99
Novatel U720	\$0.99	\$49.99
Pantech PX500	Free	Free
Blackberry 8703	\$99.99	\$199.99
Blackberry 7520	\$99.99	\$149.99
Blackberry 7100	\$75.99	\$149.99
Motorola RAZR	\$0.99	\$49.99
Motorola KRZR	\$149.99	\$197.99
Motorola i850	\$0.99	\$136.99
Motorola i560	\$0.99	\$99.99
Motorola i355	\$0.99	\$79.99
Motorola i502	\$0.99	\$59.99

E-Rate program guidelines prohibit the use of E-Rate funds to pay for or subsidize the cost of ineligible products and services. Wireless handsets are end user equipment and therefore ineligible for E-Rate funding.

When a service provider does offer ineligible products and services for free or at significant discounts, applicants have the responsibility to reduce their USAC funding requests by the fair market value at the time of purchase of the ineligible products and services. If the applicant fails to make the appropriate adjustment to its funding requests, the applicant may jeopardize its E-Rate funding in part or in full. Applicants also run the risk of jeopardizing their funding requests if the value of the ineligible products and services exceeds 30% of the total value of eligible and ineligible products and services in a single application.

Sprint has provided information on the fair market prices for its equipment but is otherwise prohibited from assisting Customer in this calculation. Sprint may not help Customer prepare the Form 471 application. Sprint disclaims any responsibility or liability for Customer's Form 471 application or for any "program integrity audit," "commitment adjustment," or other USAC, FCC, or other governmental proceeding associated with Customer's receipt of ineligible products and services. Sprint will hold Customer responsible for payment in full for all Services and Products received by Customer, regardless of the availability (or withdrawal) of E-Rate funding for the eligible portion of this proposal.

4. **EFFECT OF TERMINATION.** Customer remains obligated to pay all Service charges incurred up to the effective termination date for each terminated Customer-Liable Active Unit. Termination fees and obligations following termination for Individual-Liable Active Units are governed by the agreements between Sprint and the Employees. This section does not apply to a Customer-Liable Active Unit moved to a different Plan during the Term.
5. **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.
6. **ADDITIONAL SERVICES:**
 - 6.1 **Directory Assistance**
 - A. Customer shall be obligated to pay for directory assistance in an amount not to exceed \$1.40, on an-as needed basis.
 - 6.2 **Call Forwarding**
 - A. Sprint will not charge the Customer for calls forwarded to Voice Mail.
 - B. The charge for calls forwarded to a different phone number shall never exceed \$0.20/minute.
 - C. In addition to the call forward rate, applicable long distance charges will apply for calls forwarded to long distance numbers. Customers on free LD plans will not be charged long distance charges.
 - D. Customers who receive free nights and weekends will be charged applicable long distance charges, regardless of time of day.
 - E. No additional airtime charges apply.
 - 6.3 **Sprint Phone Buy Back Program**
 - A. Sprint offers Customer an opportunity to sell or donate used and surplus phones back to Sprint. With the BuyBack program, Customers can receive a Sprint account credit (which varies depending on phone model), or donate used handsets to the American Red Cross Armed Forces Emergency Services Fund.
 - B. Details about the buy-back program, including current credit offerings and program conditions, are available at www.sprintbuyback.com.

6.4 Sprint Solutions Engineers and Consultants

- A.** In addition to the local account support team resources traditionally available to Customer, Sprint has a Data Solutions Group ("Group") which supports Sprint's customized mobile data solutions. The Group uses a comprehensive project management methodology in conjunction with exacting internal standards and standard industry procedures to efficiently implement your solution. If Customer requests, the Solution Engineer (SE) will assist Customer in defining wireless data requirements and developing a solution to meet those requirements at no cost to Customer. The data SE will coordinate with internal Sprint departments to help ensure a successful implementation of Customer's solution.
- B.** The Solutions Consultant (SC) provides information regarding data product integration and customized data applications. The SC will assist the Customer with text messaging, wireless email and remote wireless web from handsets and works in conjunction with Customer's IT department to develop and implement all new and upgrade wireless strategies at no cost to Customer.

ATTACHMENT A-1

NEXTEL NATIONAL NETWORK BUSINESS PLANS & POLICIES

1. PROVISION OF NEXTEL PRODUCTS AND SERVICES.

1.1 This Attachment A-1 applies only to Nextel Products and Services operating on the Nextel National Network. Nextel South Corp. provides the Nextel Services listed in the Agreement:

1.2 **NEXTEL PARTNERS.** Billing for Nextel Partners markets may be separate from billing in Nextel markets.

2. **NEXTEL SERVICE PRICING DISCOUNTS.** In addition to the Nextel Services listed in this Attachment and promotional rate plans, which Sprint may offer on a limited-time basis, the Government Discount Program will apply to eligible Nextel Services priced at \$10 or more per month unless the rate plan specifies otherwise.

2.1 **Eligible Nextel Services:** Data bundles (without third party applications), BlackBerry, Nationwide Walkie-Talkie, International Walkie-Talkie, Group Walkie-Talkie, Talkgroup, SMS, NOL Dial-up, Mobile E-mail Enhanced, Mobile Admin Package, Mobile Locator, WiFi, and PC Access, and the following grandfathered services: Public IP Address, Total Connect, Packet stream, Power Apps, Americas Connect, and specific Nextel voice and data services relating to IDC/NDC/LD/ILD/N&W/Nextel World Wide/two-way or MMS text messages.

2.2 **Ineligible Nextel Services:** All third party applications and data bundles that include third party applications.

3. **NEXTEL VOICE AND DATA RATE PLANS.** Customer may select from the Nextel voice and data rate plans listed in this Attachment or promotional rate plans which Sprint may offer on a limited time basis.

3.1 Business Essentials® with 7 P.M. Plan.

	Business Essentials 400	Business Essentials 1000	Business Essentials 1400	Business Essentials 2000	Business Essentials 3000	Business Essentials 4000
MRC	\$39.99	\$59.99	\$79.99	\$99.99	\$149.99	\$199.99
Net	\$29.99	\$44.99	\$59.99	\$74.99	\$112.49	\$149.99
Anytime Minutes	400	1000	1400	2000	3000	4000
Anytime Minutes Overage	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute
Local & Nationwide Walkie-Talkie	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Unlimited Nights & Weekends starting at 7 p.m.	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. Note 1 –TalkgroupSM, Group Walkie-Talkie and International Walkie-Talkie charges not included. Walkie-Talkie available on Walkie-Talkie enabled devices only.

b. Note 2 – From the beginning of the Term (March 21, 2007) until the first full billing cycle after Customer's conversion to the "Unified Billing System," Customer will receive a credit of \$11.24 through the application of local market discretionary credits for up to 60 Active Units on the BE 400 minute plan.

3.2 Business Essentials® Add-A-Phone

	Business Essentials Add-a-Phone
MRC	\$25.00
Net	\$18.75
Anytime Minutes	0
Anytime Minutes Overage	\$0.40/minute
Local & Nationwide Walkie Talkie	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited
Shared Minutes	Included
Nationwide Long Distance	Included
Roaming	Not Available
Caller ID & Voice Mail	Included

Note 1 – Add-a-Phone requires the purchase of a Sprint Business Essentials® Plan with Anytime Minutes.

Note 2 – 200 Anytime Minutes will be added to each Sprint Business Essentials Add-On Plan through the application of Sprint Retention Group credits. The 200 Anytime Minutes may not be pooled with other users.

3.3 Free Incoming Plans.

MRC	Sprint Free Incoming 300	Sprint Free Incoming 500	Sprint Free Incoming 800	Sprint Free Incoming 1000
		\$49.99	\$59.99	\$79.99
Net	\$37.49	\$44.99	\$59.99	\$74.99
Anytime Minutes	300	500	800	1,000
Anytime Minutes Overage	\$0.45/minute	\$0.45/minute	\$0.45/minute	\$0.45/minute
Local & Nationwide Walkie-Talkie	Unlimited	Unlimited	Unlimited	Unlimited
Unlimited Nights & Weekends starting at 9 pm	Unlimited	Unlimited	Unlimited	Unlimited
Nationwide Long Distance	Included	Included	Included	Included
Roaming	Not available	Not available	Not available	Not available
Shared Minutes	Not available	Not available	Not available	Not available
Caller ID & Voice Mail	Included	Included	Included	Included

Note 1 –TalkgroupSM, Group Walkie-Talkie and International Walkie-Talkie charges not included. Walkie-Talkie available on Walkie-Talkie enabled devices only.

3.4 Unlimited Mobile-to-Mobile Calling Add-On.

	Unlimited Mobile-to-Mobile
MRC	Waived*

Note 1 - Mobile-to-Mobile minutes may be between Nextel, Sprint PCS, and Boost subscribers.

Note 2 - Long distance charges apply to any plans that do not expressly include Nationwide Long Distance.

Note 3 - The Sprint Unlimited Mobile-to-Mobile Calling add-on is eligible for Service Pricing Discounts.

Note 4 – \$5 Mobile-to Mobile fee provided by local market fund.

3.5 Unlimited Nights and Weekends Add-On.

	Unlimited Nights and Weekends – 7 pm	Unlimited Nights and Weekends – 6 pm
MRC	\$5.00	\$10.00

Note 1 - May be attached to voice rate plans available to new Sprint Customers as of September 1, 2005.

Note 2 - Does not apply to Nextel National Shared Minute Plans and Nextel Corporate Local Shared Plans. Note 3 - The Sprint Unlimited Nights and Weekends add-ons are eligible for Service Pricing Discounts.

4. NEXTEL DATA ACCESS PLANS

Nextel Data Access Plans provide basic data access via the Nextel National Network (using iDEN technology). Voice plan not required. Customer Premise Equipment (“CPE”), installation, Managed Network Services (“MNS”) and break/fix support are not included. Customers with only Sprint PCS Products and Services are not eligible for Nextel Data Access Plans.

A. Charges. The following charges apply to the plan:

Nextel Data Access Plans	Plan Size (MB)		
	2	5	10
MRC	\$8.50	\$11.50	\$16.50
Net	\$8.50	\$8.63	\$12.38
Overage	\$0.001	\$0.001	\$0.001

Note 1: Overage rate is per KB.

Note 2: The service pricing discount applies to all three plans.

B. Service Credits. Nextel Data Access Plan activations are not eligible for service credits or device subsidy of any kind.

5. **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:

	Nextel Data Services Pack	Unlimited Data Access	Web Plan	Multimedia Messaging Service	Unlimited Domestic Text Messages
MRC	\$15.00	\$10.00	\$5.00	\$5.00	\$5.00
Net	\$11.25	\$7.50	\$5.00	\$5.00	\$5.00
Text Message	0	0	0	0	Unlimited
Image/Audio Messages	Unlimited	0	0	50	0
Overage Rate – Text Messages	\$0.10 per message	\$0.10 per message	\$0.10 per message	\$0.10 per message	N/A
Overage Rate – Image/Audio Messages	N/A	\$0.25 per message	\$0.25 per message	\$0.25 per message	\$0.25 per message
Instant Messaging	Included	N/A			
Unlimited Web Access	Included	N/A			
Unlimited Data Access	Included	Included			
Mobile Email	Included	N/A			

Note 1 -- Customer must have a device capable of sending or receiving image/audio or text messages.

Note 2 – Unlimited Data Access Plan requires a business application.

Note 3 -- Public IP for additional \$3 per month on the Unlimited Data Access or Nextel Data Services Pack plans.

Note 4 – Web plan requires a voice plan and provides access to over 80 top wireless internet sites for news, weather, sports, entertainment, and travel. Internet sites available on Web plan subject to change at Sprint's discretion.

Note 5 – Casual text messaging \$.10 per message

6. **NEXTEL BLACKBERRY SERVICE PLANS**

- 6.1. 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://www.blackberry.com/legal/index.shtml>, and are subject to change without prior notice to Customer.
- 6.2. Sprint did not manufacture the Blackberry products and is not responsible for any defects or for the acts or omissions of the manufacturer. The only warranties on Customer's Blackberry products are any limited warranties offered by the manufacturer directly to Customer.
- 6.3. BlackBerry Plans can only be activated on a BlackBerry device.
- 6.4. Monthly Recurring Charges

	BlackBerry 5MB Email and Web Plan	BlackBerry Unlimited Email and Web Plan
MRC	\$39.99	\$44.99
Net	\$29.99	\$33.74
Data Services in MB, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand ("MBB"), Phone As Modem	5MB allotted for Email, Internet/Browsing, Data Mobile BroadBand and Phone As Modem	Unlimited
Overage per Kilobyte	\$0.001/KB	Not Applicable
Voice Rate	\$0.20 per minute	\$0.20 per minute
Long Distance Rate	Additional \$0.20 per minute	Additional \$0.20 per minute
Walkie Talkie / Talkgroup Rate	\$0.20 per minute / \$0.20 per minute	\$0.20 per minute / \$0.20 per minute

Note 1: Voice minutes and long distance rates apply to Customers without a voice plan. Voice Minutes with Long Distance are \$0.40/per minute.

Note 2: Additional charges apply for messaging service.

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

Table 1

BES Software & Additional CALs	Non Recurring Charge
<u>BES Software</u>	
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
<u>Additional CALs</u>	
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

Note 1 – BES Software supports Microsoft Exchange, IBM Lotus Domino, and Novell Groupwise.

Note 2 – BES Software includes CAL(s) equal to the number of supported users.

Note 3 – BES Software charges do not include server hardware.

Table 2

Small Business Edition ("SBE")	Non Recurring Charge
<u>BES Software</u>	
SBE BES Software v. 4.1 – Includes 5 CALs; supports up to 15 users	\$749
<u>Additional CALs</u>	
SBE BES CAL - 1 License	\$74
SBE BES CAL - 5 Licenses	\$329
<u>Other</u>	
SBE to Full BES Product Upgrade	\$2,299

Note 1 – SBE BES Software supports Microsoft Exchange, IBM Lotus Domino, and Novell Groupwise.

Note 2 – SBE BES Software includes CAL(s) equal to the number of supported users.

Note 3 – SBE BES Software subject to a 15 user maximum.

Note 4 – SBE BES Software charges do not include server hardware.

Table 3

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

Table 4

Version Upgrades	Non Recurring Charge
BES Software 4.1 - Version Upgrade	\$699

Note 1 – Upgrades available for Microsoft Exchange, IBM Lotus Domino, and Novell Groupwise.

- 6.6 **Technical Support** - Tx0 technical support is included with all new BES Software sales for a period of 60 days after purchase. Technical support does not include handheld or network support and is not available with BES upgrades. Rates for Tx1 to Tx5 technical support are available through your Sprint Account Representative.

7. **NEXTEL BUSINESS SOLUTIONS.** Nextel Business Solutions are Nextel-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:

7.1. 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
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
TeleNav Track Lite	\$19.99	\$19.99
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

* Service requires the purchase of a Data Plan or Nextel Data Pack. Depending upon device a Blackberry Data Plan may be required instead.

A. Service Pricing Discount. Nextel Business Solutions are not eligible for Service Pricing Discounts. If a Data Plan, Nextel Data Pack or Blackberry Data Plan is required in addition to the application MRC, Service Pricing Discount will apply to those MRCs only.

8. SEASONAL STANDBY PLAN.

8.1 Description. The Seasonal Standby Plan allows Customer to place up to 5% of its committed Corporate-Liable Active Units during the Term on inactive status for a period not to exceed six (6) consecutive months. Only Corporate-Liable Active Units that have been on a Business Plan for a minimum of three (3) consecutive months are eligible for this plan. At the end of the inactive status period, all Corporate-Liable Active Units on the plan will be moved to a Business Plan with the lowest MRC available unless Customer notifies Sprint in writing at least 30 days prior to the expiration of the plan and either specifies a different Business Plan or cancels the Active Unit. A Corporate-Liable Active Unit may only be placed on the Seasonal Standby Plan once during the Term of the Agreement. A Corporate-Liable Active Unit's subscriber term will be extended by the inactive status period. Sprint will provide a monthly report detailing all Active Units on a Seasonal Standby Plan.

8.2 Pricing. Sprint will charge Customer the following charges:

MRC	\$5.95 per Corporate-Liable Active Unit
Voice Service	\$0.75 per minute
Data Service	\$1.00 per KB

Note 1 - Additional charges for long distance, Roaming, directory assistance, operator services, premium services, other fees, taxes and regulatory-related charges apply.

- 8.3 Service credits, wireless device discounts, rebates.** Corporate-Liable Active Units on the Seasonal Standby Plan are not eligible for service credits, wireless device discounts, or rebates.
- 9. NEXTEL ACCESSORY DISCOUNTS.** Customer-Liable Active Units will receive a 20% promotional discount off the national retail price for Nextel accessories. Customer may choose any limited-time promotional discounts available at the time of purchase (after meeting eligibility requirements) instead of the standard promotional discount for the purchase of Nextel accessories.

ATTACHMENT A-2

SPRINT PCS SERVICES BUSINESS PLANS & POLICIES

1. PROVISION OF SPRINT PCS PRODUCTS AND SERVICES.

1.1 Sprint Spectrum L.P. provides the Sprint PCS Products and Services operating on the Nationwide Sprint PCS® Network listed in the Agreement. All terms and conditions in this Attachment only refer to Sprint PCS Active Units operating on the Nationwide Sprint PCS Network.

2. **SPRINT PCS AFFILIATES.** Pricing in this Attachment may not be available to Active Units activated in Sprint PCS Affiliate Markets.

3. SPRINT PCS VOICE AND DATA PLANS FOR BUSINESS

3.1 Sprint Business Essentials® With 7 P.M. Plan.

	Business Essentials 400	Business Essentials 1000	Business Essentials 1400	Business Essentials 2000	Business Essentials 3000	Business Essentials 4000
MRC	\$39.99	\$59.99	\$79.99	\$99.99	\$149.99	\$199.99
Net	\$29.99	\$44.99	\$59.99	\$74.99	\$112.49	\$149.99
Anytime Minutes	400	1000	1400	2000	3000	4000
Anytime Minutes Overage	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute
Mobile to Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Unlimited Nights & Weekends starting at 7 p.m.	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

3.2 Sprint Business Essentials® Add-A-Phone

	Business Essentials Add-a-Phone
MRC	\$25.00
Net	\$18.75
Anytime Minutes	0
Anytime Minutes Overage	\$0.40/minute
Mobile to Mobile	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited
Shared Minutes	Included
Nationwide Long Distance	Included
Roaming	Included
Caller ID & Voice Mail	Included

Note 1 – Add-a-Phone requires the purchase of a Sprint Business Essentials® Plan with Anytime Minutes.

Note 2 – 200 Anytime Minutes will be added to each Sprint Business Essentials Add-On Plan through the application of Sprint Retention Group credits. The 200 Anytime Minutes may not be pooled with other users.

3.3 SPRINT FREE INCOMING PLANS

	Sprint Free Incoming 300	Sprint Free Incoming 500	Sprint Free Incoming 800	Sprint Free Incoming 1000
MRC	\$49.99	\$59.99	\$79.99	\$99.99
Net	\$37.49	\$44.99	\$59.99	\$74.99
Anytime Minutes	300	500	800	1000
Incoming Minutes	Unlimited	Unlimited	Unlimited	Unlimited
Anytime Minute Overage	\$0.45/minute	\$0.45/minute	\$0.45/minute	\$0.45/minute
Unlimited Nights & Weekends starting at 9 pm	Included	Included	Included	Included

Unlimited Sprint PCS Ready Link	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included
Domestic Voice Roaming	Included	Included	Included	Included
Domestic Voice Roaming Long Distance	Included	Included	Included	Included
Shared Minutes	Not Available	Not Available	Not Available	Not Available
Caller ID & Voice Mail	Included	Included	Included	Included

Note 1 – Sprint PCS Ready Link available on Sprint PCS Ready Link enabled devices only.

3.4 Sprint Unlimited Mobile-to-Mobile Calling Add-On

	Unlimited Mobile-to-Mobile
MRC	\$5.00

Note 1 - Mobile-to-Mobile minutes may be between Nextel, Sprint PCS, and Boost subscribers.
 Note 2 - Long distance charges apply to any plans that do not expressly include Nationwide Long Distance.
 Note 3 - The Sprint Unlimited Mobile-to-Mobile Calling add-on is eligible for Service Pricing Discounts.

3.5 Unlimited Nights and Weekends Add-On

	Unlimited Nights and Weekends – 7 pm	Unlimited Nights and Weekends – 6 pm
MRC	\$5.00	\$10.00

Note 1 - May be attached to voice rate plans available to new Sprint Customers as of September 1, 2005.
 Note 2 - The Sprint Unlimited Nights and Weekends add-ons are eligible for Service Pricing Discounts.

4. SPRINT PCS VOICE PLAN ADD-ONS. The following options may be added to a Sprint PCS voice Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC, unless otherwise noted:

A. Sprint PCS Vision Add-On

Voice Plan MRC	All Plans	Net
Sprint PCS Vision Pack	\$5.00	\$5.00

B. Sprint PCS Power Vision Add-Ons **

Voice Plan MRC*	All Plans	Net
Sprint Power Vision Access Pack	\$10.00	\$7.50
Sprint Power Vision Plus Pack	\$15.00	\$11.25
Sprint Power Vision Ultimate Pack	\$18.00	\$13.50
Sprint Power Vision Business Pack	\$18.00	\$13.50

C. Additional Add-Ons

Voice Plan MRC*	All Plans	Net
Unlimited Sprint PCS Ready Link for Sprint Business Essentials® Plans and Fair and Flexible SM Plans	\$5.00	\$5.00
Sprint PCS to AudioConferencing ††	\$5.00	\$5.00
Sprint PCS Picture Mail	\$5.00	\$5.00
Sprint PCS Voice Command	\$5.00	\$5.00
Business Connection Personal Edition †	\$15.00	\$11.25
Integrated Office – Standard Package	\$4.00	\$4.00
Integrated Office – Expanded Package	\$8.00	\$8.00
International Long Distance Savings Plan	\$4.00	\$4.00
Sprint PCS Plus Canada	\$15.00	
Unlimited Domestic Text Messages	\$5.00	\$5.00

*Some add-ons may not be applicable on certain voice plans. Charges for casual data usage are calculated on a per kilobyte basis unless customer selects a Sprint PCS Voice Business Plan that includes a Sprint PCS Vision Pack or customer selects a Sprint PCS Vision add-on. Current casual data usage rates are available through customer's Sprint Account Representative.

** Wireless high speed data-capable phones are ineligible for a Sprint PCS Vision Pack, and must select a Sprint PCS Power Vision Pack (if purchasing a Power Vision add-on). 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, then default to the Sprint PCS Vision 1xRTT network depending on coverage and network availability. Charges for casual data usage are calculated on a per kilobyte basis unless customer selects a Sprint PCS Power Vision add-on. Current casual data usage rates are available through customer's Sprint Account Representative.

†† This add-on is limited to locations on the Sprint PCS Nationwide Network. Calls are not eligible for inclusion while roaming (domestic or international) or to international conference bridges.

††† Subject to a \$0.10 per message Text Messaging coverage rate.

Note 1: Casual Text Messaging \$.10 per text message.

5. SPRINT PCS CONNECTION CARD PLANS (EV-DO CARDS)

MRC	\$39.99	\$79.99
Net	\$29.99	\$59.99
Data Services in Megabytes ("MB")	40MB	Unlimited
Overage per kilobyte	\$0.001/KB	Not Applicable
Monthly Maximum Charge (KBs of usage become unlimited after the maximum during the monthly usage period)	\$99.99	Not Applicable
Voice Calls, including long distance (if card is capable)	\$0.20 per minute	\$0.20 per minute

Note 1 - All pricing and available MBs are the same whether Customer-Liable Active Units use the Sprint Mobile Broadband (EV-DO) network or the Sprint PCS Vision (1xRTT) network. Sprint Mobile Broadband coverage is not available everywhere and requires a Sprint Mobile Broadband-compatible connection card. Where the Sprint Mobile Broadband network is available and a Sprint Mobile Broadband-compatible connection card is used, Customer-Liable Active Units will first attempt to connect to the Sprint Mobile Broadband network, then default to the Sprint PCS Vision network depending on coverage and network availability.

6. SPRINT PCS DATA ACCESS PLANS

A. Sprint PCS Data Access plans provide simple access to the Sprint PCS® Nationwide Network (using CDMA technology). Customer Premise Equipment ("CPE"), installation, Managed Network Services ("MNS") and break/fix support are not included. Customer may purchase these Services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Customers with only Nextel Products and Services are not eligible for Sprint PCS Data Access Plans.

B. Charges. The following charges apply to the plan:

Sprint PCS Data Access Plans	Plan Size (MB)			
	0	5	300	Unlimited
MRC	\$7.00	\$25.00	\$75.00	\$100.00
Net	\$7.00	\$18.75	\$56.25	\$75.00
Overage per KB	\$0.004	\$0.002	\$0.0005	Not Applicable
Monthly Maximum Charge (KBs of usage become unlimited after the maximum during the monthly usage period)	\$300	\$300	\$300	Not Applicable

Note 1: Customer's monthly charges under the plan are subject to a monthly cap composed of Customer's MRC and any overage charges incurred by Customer. If Customer's total monthly charges meet the monthly cap for three consecutive months, Sprint may transfer Customer to another Business Plan.

B. Service Credits. Sprint PCS Data Access Plan activations are not eligible for service credits.

7. SPRINT GOOD™ MOBILE MESSAGING SERVICE PLAN

7.1 Table A – Monthly Recurring Charges (“MRCs”)

	For Devices Capable of Supporting a Metered Plan	Unlimited Plan
MRC	\$39.99	\$49.99
Net	\$29.99	\$37.49
Data Services in MBs	5 MB	Unlimited
Phone As Modem	Included	Included
Overage per Kilobyte	\$0.001/Kb	Not Applicable
Voice Rate per minute	\$0.20 per minute	\$0.20 per minute
Long Distance Rate per minute	Additional \$0.20 per minute	Additional \$0.20 per minute

Note 1 – MRC includes data access options.

Note 2 – On the \$39.99 plan, Customer’s Phone as Modem usage counts towards the 5 MBs.

Note 3 – Text messaging, picture mail, Multi-Media Messaging Service, and Sprint TV not included.

Note 4 – Voice Minutes with Long Distance are \$0.40/per minute.

7.2 Table B – Non Recurring Charges (“NRCs”). Sprint Good™ Mobile Messaging requires Customer’s purchase of a Good™ Mobile Messaging Server and Client Access License (“CAL”) pack(s) as follows:

NRCs:	
Good™ Mobile Messaging Server	\$1,500
Single CAL	\$99 per Corporate-Liable Active Unit
5- Pack CAL	\$429
10- Pack CAL	\$699
50- Pack CAL	\$3,299
100- Pack CAL	\$5,999
500- Pack CAL	\$27,499

Note 1 – As an example, to purchase a 25 pack CAL, Customer will purchase two 10-pack CALs and a 5-pack CAL.

7.3 Good Technical Support

- A.** The first six months of technical support is provided free with the **Good Mobile Messaging Starter Kit**. After the sixth month, Customer must purchase a support contract from directly from Good Technology.
- B.** Device software training and technical administrative training (e.g. for server set-up and administration) is available FREE through the on-line WebEx platform or onsite. Onsite training requires coordinating for maximum attendance.

8. SPRINT PCS BLACKBERRY SERVICE PLAN

- 8.1** 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://www.blackberry.com/legal/index.shtml>, and are subject to change without prior notice to Customer.
- 8.2** Sprint PCS Vision services are not supported on the Blackberry 7750 device.
- 8.3** Sprint did not manufacture the Blackberry products and is not responsible for any defects or for the acts or omissions of the manufacturer. The only warranties on Customer’s Blackberry products are any limited warranties offered by the manufacturer directly to Customer.

8.4 Monthly Recurring Charges ("MRCs"):

	BlackBerry 5MB Email and Web Plan	BlackBerry Unlimited Email and Web Plan
MRC	\$39.99	\$44.99
Net	\$29.99	\$33.74
Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand ("MBB"), Phone As Modem	5MB allotted for Email, Internet/Browsing, Data Mobile BroadBand and Phone As Modem	Unlimited
Overage per Kilobyte	\$0.001/KB	Not Applicable
Voice Rate	\$0.20 per minute	\$0.20 per minute
Long Distance Rate	Additional \$0.20 per minute	Additional \$0.20 per minute

Note 1 - Voice Minutes with Long Distance are \$0.40/per minute.

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

Table 1

BES Software & Additional CALs	Non Recurring Charge
<u>BES Software</u>	
20 Users BES Software v. 4.1 - Includes 20 CALs	\$3,200
1 User BES Software v. 4.1 - Includes 1 CAL	\$2,299
<u>Additional CALs</u>	
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

Note 1 – BES Software supports Microsoft Exchange, IBM Lotus Domino, and Novell Groupwise.

Note 2 – BES Software includes CAL(s) equal to the number of supported users.

Note 3 – BES Software charges do not include server hardware.

Table 2

Small Business Edition ("SBE")	Non Recurring Charge
<u>BES Software</u>	
SBE BES Software v. 4.1 – Includes 5 CALs; supports up to 15 users	\$749
<u>Additional CALs</u>	
SBE BES CAL - 1 License	\$74
SBE BES CAL - 5 Licenses	\$329
<u>Other</u>	
SBE to Full BES Product Upgrade	\$2,299

Note 1 – SBE BES Software supports Microsoft Exchange, IBM Lotus Domino, and Novell Groupwise.

Note 2 – SBE BES Software includes CAL(s) equal to the number of supported users.

Note 3 – SBE BES Software subject to a 15 user maximum.

Note 4 – SBE BES Software charges do not include server hardware.

Table 3

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

Table 4

Version Upgrades	Non Recurring Charge
BES Software 4.1 - Version Upgrade	\$699

Note 1 – Upgrades available for Microsoft Exchange, IBM Lotus Domino, and Novell Groupwise.

- 8.6 **Technical Support** - Tx0 technical support is included with all new BES Software sales for a period of 60 days after purchase. Technical support does not include handheld or network support and is not available with BES upgrades. Rates for Tx1 to Tx5 technical support are available through your Sprint Account Representative.

9. **SPRINT SEASONAL STANDBY PLAN.**

- 9.1 **Description.** The Seasonal Standby Plan allows the Customer to place up to 5% of its committed Corporate-Liable Active Units during the Term on inactive status for a period not to exceed six (6) consecutive months. Only Corporate-Liable Active Units that have been on a Business Plan for a minimum of three (3) consecutive months are eligible for this plan. At the end of the inactive status period, all Corporate-Liable Active Units on the plan will be moved to the Business Plan with the lowest MRC available unless Customer notifies Sprint in writing at least 30 days prior to the expiration of the plan and specifies a different Business Plan or cancels the Active Unit. A Corporate-Liable Active Unit may only be placed on the Sprint Seasonal Standby Plan once during the Term of the Agreement. A Corporate-Liable Active Unit's subscriber term will be extended for the inactive status. Corporate-Liable Active Units on the Sprint PCS Ready Link plan may not be transitioned to the Sprint Seasonal Standby Plan. Sprint will provide a monthly report detailing all Active Units on a Seasonal Standby Plan.

- 9.2 **Pricing.** Sprint will charge Customer the following charges:

MRC	\$5.95 per Corporate-Liable Active Unit
Voice Service	\$0.75 per minute
Data Service	\$1.00 per KB

Note 1 - Additional charges for long distance, Roaming, directory assistance, operator services, premium services, other fees, taxes and regulatory-related charges apply.

- 9.3 **Service credits, wireless device discounts, rebates.** Corporate-Liable Active Units on the Sprint Seasonal Standby Plan are not eligible for service credits, wireless device discounts, or rebates.

10. **ELECTRONIC BILLING PRODUCTS.**

- 10.1 The following electronic billing products are offered for customers desiring electronic invoice data. Each electronic billing product provides Corporate-Liable Active Unit call detail record ("CDR") information. **Sprint offers these products under the "Electronic Invoice Reporting and Analytics Product Annex" which is available for review at www.sprint.com/ratesandconditions and can be attached to this Agreement at Customer's request.** The MRCs are as follows:

ELECTRONIC BILLING PRODUCTS	Invoice Data	Summary Data	MRC	One-time Set-up Fee
eBilling & Analysis	3 months	12 months	\$35.00	\$200.00
Electronic Bill Transfer (EBT)	2 months	N/A	Not Applicable	Not Applicable
Electronic Data Interchange (EDI)	1 month	N/A	Not Applicable	Not Applicable

- 10.2 Customer may choose 1 electronic billing product, or eBilling & Analysis and either EDI or EBT. Customer may not choose the EDI and EBT products together. Upon 30 days prior written notice, Sprint reserves the right to migrate Customer to an updated or successor version of the selected electronic billing product if available or to an entirely new electronic billing product.
- 10.3 Customer will receive a summary invoice (without CDR information) or a remittance invoice at no additional charge. Sprint will provide Customer with a detailed paper invoice along with an electronic billing product.
- 10.4 Sprint will waive the \$200 NRC and \$35 MRC (the \$35 MRC will be provided by the local market) referenced in section 10.1 above for eBilling & Analysis.

ATTACHMENT B
WIRELESS SERVICES PRODUCT ANNEX

1. **APPLICABILITY.** "Sprint Wireless Products and Services" refers generally to Nextel Products and Services provided over the Nextel National Network (using iDEN technology) and Sprint PCS Products and Services provided over the Sprint PCS Nationwide Network (using CDMA technology). Except where noted in this Annex or the Agreement, terms and conditions of this Annex apply to Wireless Products and Services offered on both networks.
2. **WIRELESS SERVICES CHARGES.**
 - 2.1 **Monthly Recurring Charges ("MRC").** If Customer selects a Business Plan with included minutes, Sprint will bill for voice Wireless Services based on the MRC, plus charge for voice usage beyond the included minutes by multiplying the excess minutes by the applicable overcharge rate.
 - 2.2 **Usage Charges**
 - A. **General.** Depending on the Business Plan selected, Customer may incur usage charges based on how, when and where Customer uses the Services, including wireless voice calls, push-to-talk services such as Sprint PCS Ready Link, Local Walkie-Talkie, Nationwide Walkie-Talkie, International Walkie-Talkie, Group Walkie-Talkie, TalkgroupSM, Mobile Messaging, or Wireless Data Services.
 - B. **Voice Call Services.** Customer's call usage for voice calls (other than push-to-talk calls) is calculated from the time Customer initiates contact with the Network until the Network connection is broken or dropped, whether or not the actual connection to the intended recipient of the call or data transmission is successful. Customer is responsible for incoming and outgoing call charges on calls that are answered. Circuit-switched calls taking place on Wireless Data Services devices, including Sprint PCS Vision-capable devices, that do not have voice plans associated with them will incur a per minute charge.
 - C. **Wireless Data.** For Active Units that are not on an unlimited data usage Plan, data usage is calculated on a per kilobyte basis without regard to airtime used. Data usage is rounded up to the next whole kilobyte (on the Sprint PCS Vision and Power Vision systems) or nearest one-tenth of a kilobyte (on the Nextel National Network) and kilobyte usage charges are rounded up to the next full cent. Rounding up 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. 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 on the Network, 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. Customer may be charged for data exchanges initiated by other Internet users as well as those Customer initiates. Estimates of data usage, for example, the size of downloadable files, will vary from actual use. Customer will be charged for additional data used in transporting and routing on the Network and for partial or interrupted data downloads and re-sent data, as well as unsuccessful attempts to reach Web sites and use other applications and services, including those resulting from dropped network connections.
 - D. **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 may also incur charges for special Services such as 411, operator-assisted calls or call-forwarding. Push-to-talk connections do not incur long distance charges.
 - E. **Push-to-Talk Services.**
 - (1) **Airtime Charges.** Airtime charges apply to connections using a push-to-talk service for the entire period of time the transmission is connected to the Network.
 - (2) **Calculation of Airtime Charges.** Customer will be charged a 6 second minimum for all push-to-talk transmissions on the Nextel National Network and a 1 minute minimum for all push-to-talk transmissions on the Nationwide Sprint PCS Network. A push-to-talk 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. Customer initiates a new transmission if Customer responds more than 6 seconds after another participant completes a communication. Airtime charges for push-to-talk calls are charged to the party that initiates the transmission and, unless a rate plan includes unlimited transmissions or access, are calculated by multiplying the duration of the transmission (including the 6 second period referred to above) by the applicable rate and the number of participants. After 6 seconds, push-to-talk airtime is rounded up to the next second. Nationwide, International, TalkgroupSM, and Group Walkie-Talkie calls use the Local Walkie-Talkie minutes in Customer's plan and may incur additional access and overage charges. Sprint does not charge for sending or receiving call alert transmissions ("Call Alerts"), but Customer will initiate a new push-to-talk call if Customer responds to a Call Alert, even if responding within 6 seconds of receiving the alert.
 - F. **Text and Numeric Messaging.** Text and numeric messaging are charged on a per message basis unless Customer has purchased a block of messages at a fixed monthly price. With block pricing, Sprint will charge at the per message rate for each message that exceeds Customer's selected block. Reference back to section that addresses the Text Plan, and/or per text charge.

2.3 Other Charges.

- A. Reactivation Fee.** If Sprint temporarily or permanently terminates the Service, Sprint may charge a reactivation charge per account, in addition to any outstanding account balance, before Sprint reactivates Services.
- B. Roaming Charges.** Calls made while off the applicable Network may, depending on Customer's Business Plan, incur separate Roaming charges. Domestic Roaming rates are set out in the Customer's pricing attachment. International Roaming rates will vary. For current International Roaming rates, Customer can access <http://www.sprint.com> or contact their Sprint Account Representative. There may be delays in invoicing Roaming charges due to the practices of the roaming service provider.
- C. Upgrade Charges.** If an Active Unit changes devices using Sprint Wireless Products and Services during the Term, Sprint may charge an upgrade charge per Active Unit changed. A change in device or Business Plan that does not involve a move between the Nextel National Network and the Nationwide Sprint PCS Network is not considered a termination of service.

3. CREDITS FOR REDIALED CALLS. Sprint will provide Customer with an airtime credit of 1 minute for a call on a Customer-Liable Active Unit that is: (a) placed while in an area covered by a Sprint Network, (b) disconnected, and, (c) redialed within one (1) minute of disconnection. Customer must contact Sprint Wireless Customer Solutions within 24 hours of the disconnection and request credit for the call through the interactive voice response unit. If the interactive voice response unit is not available, Customer may call Sprint Wireless Customer Solutions to speak directly with a representative.

4. WIRELESS SERVICE OPTIONS.

4.1 Push-To-Talk Voice Services.

- A.** "Push-to-talk Services" refers generally to both Sprint PCS Ready Link on the Nationwide Sprint PCS Network and Local Walkie-Talkie, Nationwide Walkie-Talkie, International Walkie-Talkie, Group Walkie-Talkie, and Talkgroup on the Nextel National Network. Push-to-talk Services require push-to-talk enabled phones on both the originating and receiving ends of the call. Push-to-talk calls may not work simultaneously with a voice call or with all types of Wireless Data transmissions from the same push-to-talk phone.
- B.** "Walkie-Talkie Calling" means calls from one Walkie-Talkie enabled Active Unit on the Nextel National Network to another Walkie-Talkie enabled Active Unit on the same network. All Walkie-Talkie enabled wireless devices support Local Walkie-Talkie. Select Walkie-Talkie enabled devices support Nationwide, International, and Group Walkie-Talkie and TalkgroupSM calls. The number of Walkie-Talkie minutes included and the applicable overage rates vary by Business Plan. Walkie-Talkie options are available as an add-on for an additional charge if not already included in Customer's selected Business Plan. To use Walkie-Talkie or TalkgroupSM features, Customer must have a Business Plan that supports Local Walkie-Talkie minutes. Nationwide, International, TalkgroupSM, and Group Walkie-Talkie minutes of use are deducted from the Local Walkie-Talkie minutes when included in Customer's Business Plan unless Customer's Business Plan includes no Local Walkie-Talkie minutes or unlimited Walkie-Talkie minutes. For current Local Walkie-Talkie calling areas or international coverage areas, Customers can contact their Sprint Account Representatives or visit www.sprint.com. Certain restrictions apply to Walkie-Talkie and Talkgroup features and can be found at www.sprint.com.

4.2 Sprint Free Incoming Minute Plans. Sprint Free Incoming Minute Plans apply only to calls received in the United States. Incoming call minutes are not free while Roaming, unless covered under a Roaming option selected by Customer.

4.3 Sprint Mobile-to-Mobile Calling Option. "Sprint Mobile-to-Mobile Calling" means calls from one Active Unit on either the Nationwide Sprint PCS Network or the Nextel National Network to another Active Unit on either Network. With this option, Customer may use an unlimited number of minutes each month to make or receive calls on both Sprint Networks between Sprint PCS and Nextel phones, except for Nextel phones in some affiliate and partner markets. Sprint Mobile-to-Mobile calls made from or received on an Active Unit that is on a Sprint Network will use the Sprint Mobile-to-Mobile calling minutes and will not use Anytime Minutes. Sprint Mobile-to-Mobile calling is not available while Roaming. Sprint Mobile-to-Mobile calls made from or received on a Sprint PCS Product that is off the Network or in a non-participating affiliate or partner territory will be treated as Roaming and Roaming charges may apply depending on the applicable Business Plan. Sprint Mobile-to-Mobile Calling is not available for calls made to check voicemail, obtain directory assistance, or through other indirect calling methods. If one user has a plan with Sprint Mobile-to-Mobile calling and the other does not, the user with the Sprint Mobile-to-Mobile Calling will use this feature, while the other user's use is subject to the terms of that user's Business Plan.

4.4 PowerSourceTM Phones. Service features 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 and billing. Nextel Walkie-Talkie service is only available in coverage areas of the Nextel National Network (using iDEN technology). Voice and data service is only available in coverage areas of the Sprint PCS Nationwide Network (using CDMA technology).

4.5 Voice Command. The Voice Command option, which allows users to dial calls using verbal commands, is not available while roaming off the Nationwide Sprint PCS Network. Calls to 911 or similar emergency numbers cannot be placed through Voice Command, but Customer may still call 911 through manual dialing. Airtime and applicable long distance charges begin when the TALK or similar key is pressed.

- 4.6 **Insurance.** Customer may purchase insurance to protect against loss, theft, or damage involving Customer's Wireless Products. Coverage may not be available for all Products and may involve a per claim deductible. Enhanced warranty coverage is available on some 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 Product, and Sprint will remit the premiums to the third party insurer on Customer's behalf. 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.
- 4.7 **Shared Minutes / Pooling.** Customer must have a minimum of 3 Customer-Liable Active Units sharing to be eligible for the Shared Minutes option. All Customer-Liable Active Units using this option must subscribe to an eligible voice Business Plan. After all Anytime Minutes in the pooled Business Plans are exhausted, each Customer-Liable Active Unit's additional airtime minutes are billed at the overage rate defined in the associated Business Plan. Shared Minutes only allows pooling of Anytime Minutes, and is not available for data Business Plans. Shared Minutes are not available with all voice Business Plans. See your Sprint account representative or www.sprint.com for a full listing of eligible Business Plans.
- 4.8 **Add-A-Phone.** Add-A-Phone allows Customers to add Active Units to a voice Business Plan. With this option, Customers using CDMA technology may add Active Units to the Nationwide Sprint PCS Network and Customers using iDEN technology may add Active Units to the Nextel National Network. Customers must have a minimum of 1 Active Unit with a Business Plan that includes Anytime Minutes to qualify for this option. Sprint may limit the number of Active Units a Customer adds to its voice Business Plan with this option. Certain features, such as Sprint Mobile-to-Mobile Calling, may not be included based on the voice Business Plan that Customer selects. The Add-A-Phone option is not available with all voice Business Plans. Contact your Sprint Account Representative for eligible Business Plans.
- 4.9 **Roaming Option.** Active Units with Business Plans that include Domestic Roaming, may use up to 50% of their monthly usage (or allotted roaming minutes in certain markets) for Domestic Roaming. If Domestic Roaming exceeds this threshold, Sprint may terminate the Wireless Service to the Active Unit, transfer the Active Unit to another Business Plan, or charge the Active Unit at the applicable Roaming rate for the overage. Roaming minutes may not be shared and are not available with single-band or digital mode only Active Units.

5. WIRELESS DATA SERVICES.

- 5.1 **Wireless Data Services Defined.** Wireless Data Services include applications such as email, data, information and other wireless Internet services (the "Applications"). Use of Wireless Data Services is subject to any storage, memory or other Product limitation.
- 5.2 **Mobile Broadband / EV-DO.** "Mobile Broadband" means wireless high-speed data solutions and Services provided over the Sprint Power Vision Network (using CDMA technology) in certain coverage areas. To use this option, Customer must have a Mobile Broadband compatible wireless device and subscribe to a Mobile Broadband data plan. Access to the Sprint Power Vision Network from a personal computer requires installation of the Sprint Connection Manager software or Mac OS update for Macintosh. Mobile broadband rates may vary depending on the coverage area. Coverage is not available in all areas. Customer may learn more about current coverage at www.sprint.com/business/products/products/evdoEnterZip.jsp.
- 5.3 **Compatibility of Third Party Products or Applications.** Certain Applications offered by Sprint or authorized third parties may be compatible with certain Products and Services. Sprint does not guarantee compatibility of third party Products or Applications with any Sprint Wireless Products or Services. Compatibility or notice from Sprint of compatibility should not be construed as an endorsement of a third party Product or Application or a commitment by Sprint that the Product or Application will continue to be compatible with Sprint Products or Services. Unless otherwise stated in this Agreement, Sprint may, in its sole discretion, disable or discontinue any third party Product or Application for any reason at any time.
- 5.4 **Use of Wireless Data Services.** Sprint Wireless Data Services may be used with mobile clients for Internet/intranet access and Internet email via a standard HTML browser. Wireless Data Services may also be used with software for proxy applications, for dispatch applications, for POP3 email access, and for other uses specifically approved by Sprint. Sprint may limit or suspend any heavy, continuous data usage that is adversely affecting Sprint's network performance or hindering access to the Network. 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 wireless data device. 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. Customer may not receive incoming voice calls or Push-to-talk Services (including Sprint Business Connection) while using Sprint Wireless Data Services, such as Sprint PCS Vision. Sprint 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 Sprint Wireless Data Services, including some messaging services, can 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.
- 5.5 **Premium Services.** Access to and downloading of Premium Services is not included in the pricing in this Agreement. Even if Customer's Business Plan includes "unlimited" kilobytes of data, Customer must still pay all charges associated with access or use of Premium Services. Charges for Premium Services will be specified at the time of access or available at www.sprint.com. Data usage charges also apply to and are separate from charges for Premium Services. Certain Active Units may be blocked from or otherwise unable to use Premium Services provided by third-party content providers. 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. Pictures downloaded to any Sprint-maintained storage area may be deleted after 30 days. 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. SERVICE USAGE POLICIES.

- 6.1 Telephone Numbers And Portability.** Sprint may change the telephone numbers assigned to each Customer-Liable Active Unit with reasonable prior notice for commercial reasons, such as fraud prevention, regulatory requirements, and area code changes. Customers do 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 retain its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on a Sprint Network, Customer must provide information about the account with the other carrier (account name, account number, address, and social security number or tax identification number) and purchase Sprint 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 Sprint for any discounts or service credits provided with a returned Sprint Wireless Product or cancelled Service. Customer is responsible for all charges incurred up to the date the transfer is completed.
- 6.2 Lost or Stolen Wireless Product Policy.** If Customer's Product is lost or stolen, Customer must promptly notify Sprint Customer Service to deactivate the Product. Customer is responsible for all 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 Product is later found, Sprint may require Customer to exchange the Product for another Product before reactivating Service and, in such cases, Sprint will provide a replacement Product of similar quality at Sprint's expense.
- 6.3 Fraud Policy.** Customer will immediately notify Sprint's Customer Care department of any suspected fraudulent use of Products or Services. Customer will cooperate with Sprint in the investigation of the incident. Sprint will attempt to contact Customer before interrupting Services in the case of suspected fraud.

7. SERVICE LIMITATIONS.

- 7.1 TTY Access.** TTY-capable Sprint 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 device should not be relied on for 911 Calls.
- 7.2 Pay-Per-Call Services.** Sprint will not complete calls from any Product to 900, 976 and similar numbers for pay-per-call services.
- 7.3 International Call Blocking.** International calling capability will be blocked if not expressly requested by Customer for an Active Unit.
- 7.4 Caller ID.** Caller identification information may not be available for all incoming calls.
- 7.5 Product Compatibility.**
- A. General.** Sprint Wireless Products may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Affiliate networks or in connection with roaming agreements. Currently, Sprint PCS Products relying on CDMA technology do not operate on the Nextel National Network, which uses iDEN technology, and Nextel Products using iDEN technology do not currently operate on the Nationwide Sprint PCS Network.
- B. PowerSource Phone.** A "PowerSource Phone" is a device which provides both wireless voice and data Services over the Sprint PCS Nationwide Network, Sprint Affiliate networks, and other networks in connection with roaming agreements (using CDMA technology) and Nextel Walkie-Talkie Services over the Nextel National Network (using iDEN technology). PowerSource Phones cannot be used for simultaneous Walkie-Talkie and wireless voice and data sessions.
- 7.6 911 Or Other Emergency Calls.** For 911 calls, an emergency responder's ability to locate Customer through Sprint Wireless Products and Services may be affected by various factors, including but not limited to the type of Product used, lack of a GPS-enabled device, geography or other factors such as the porting process. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. In certain circumstances, a 911 call may be routed to a state patrol dispatcher. Enhanced 911 ("E911") service that is compatible with the FCC technical requirements is not available in all areas. 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.
- 7.7 Service Affecting Conditions.** Sprint is not liable for (a) coverage and service quality problems caused by atmospheric, geographic, or topographic conditions or other conditions beyond Sprint's control including the failure of other service

providers; (b) interruption and unavailability of Sprint Wireless Services due to coverage, capacity, product failure or other limitations may occur in the transmission or attempted transmission of wireless services; or (c) outages or service disruptions occurring as a result of a public safety emergency.

8. DEFINITIONS

- 8.1 **"Active Unit"** or **"Line"** is an active piece of wireless Product that Customer enrolls in a Business Plan under the Agreement.
- 8.2 **"Anytime Minutes"** are the Network minutes of use that are available in a Business Plan that may be used at anytime other than during Nights and Weekends.
- 8.3 **"Business Plans"** are Sprint PCS and Nextel Wireless service plans for business customers on which an Active Unit is activated. Certain Business Plan options are priced in this Agreement or Customer may select from any other available Business Plans, subject to the terms and pricing of that Plan.
- 8.4 **"Customer-Liable Active Unit"** or **"Customer Line"** each refer to an Active Unit activated by Customer for its end use and for which Customer is financially liable.
- 8.5 **"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. **"Domestic Roaming Long Distance"** means toll calls placed while in Domestic Roaming areas.
- 8.6 **"Employee"** means a person in the service of Customer and from whom Customer withholds FICA (Federal Insurance Contributions Act) contributions from gross pay.
- 8.7 **"Individual-Liable Account"** means the Individual-Liable Sprint Wireless Services account in the name of, and billed directly to, an Employee. **"Individual-Liable Active Unit"** or **"Employee Line"** is an Active Unit activated by an Employee and for which the Employee is financially responsible.
- 8.8 **"Nationwide Sprint PCS Network"** means the Sprint-owned or controlled CDMA wireless network, including network owned or controlled by Sprint PCS Affiliates, used by Sprint to provide Sprint PCS Services.
- 8.9 **"Net MRC"** means the net monthly recurring charge before taxes and other charges and after calculation of all other discounts, rebates, service credits or any such similar credits (not including Customer's applicable volume discount).
- 8.10 **"Networks"** refers generally to both the Nationwide Sprint PCS Network and the Nextel National Network.
- 8.11 **"Nextel National Network"** means the Sprint-owned or controlled iDEN wireless network, including network owned or controlled by Nextel affiliates or partners, used by Sprint to provide Nextel Services.
- 8.12 **"Nextel Services"** means wireless services provided on the Nextel National Network by Sprint and authorized Nextel affiliates and partners.
- 8.13 **"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 Night and Weekends at 6pm option or Nights and Weekends at 7pm option is selected. **"Night 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. **"Night 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 Product is located when an inbound or outbound call originates.
- 8.14 **"Premium Services"** means downloads and applications, such as games, ringers and screen savers, available through Sprint Wireless Data Services that are above and beyond basic data usage.
- 8.15 **"Roaming"** means voice or data service provided on another wireless carrier's network through agreements established by Sprint.
- 8.16 **"Sprint PCS Affiliate"** means independent third parties that by contract offer Sprint PCS Products and Services under the Sprint Marks. **"Sprint PCS Affiliate Market"** means the regions of the United States covered by Sprint PCS Affiliates.
- 8.17 **"Sprint PCS Services"** means wireless services provided on the Sprint PCS Nationwide Network using CDMA technology by Sprint and authorized Sprint PCS Affiliates.

**ATTACHMENT C
SCHOOLS AND LIBRARIES FUNDING PROGRAM ADDENDUM**

Sprint and Customer are entering an Agreement for the provision of certain telecommunications services ("Service") and related equipment ("Product"). The Service and Product may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 ("E-Rate Program") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the Federal Communications Commission ("FCC"), or under state or local corollaries to the E-Rate Program (collectively, "Support"). This Addendum is an integral part of the Agreement and is binding when acknowledged by Customer or once Customer receives Service and Product.

TERMS AND CONDITIONS

1. **COMMENCEMENT DATE OF AGREEMENT.** The Agreement is binding once signed by both parties. The Term of the Agreement will begin ("Commencement Date") according to the following option selected by the Customer:

<p><u>XX</u> Option 1.</p>	<p>The Term will begin as stated in the Agreement. Customer is requesting Support, but agrees that it will obtain Service and Product and be liable for payment for Products and Services ordered and received regardless of whether it receives Support. Customer's failure to obtain funding (in whole or in part) from USAC may result in a reduction of the scope or amount of Products and Services ordered.</p>
<p>_____ Option 2.</p>	<p>The Term will begin only after both parties have signed the Agreement <u>and</u> Sprint has received USAC's Funding Commitment Decision Letter or a similar written commitment of Support from a state or local program administrator.</p> <p>Customer will be responsible for payment for Service and Product throughout the remainder of the Term and for any amounts not covered by Support, irrespective of the availability of Support for future years.</p>
<p>_____ Option 3.</p>	<p>The Term will begin as stated in the Agreement. Customer affirms that it is not currently requesting Support for Service. <u>The remainder of this Addendum will not apply to the Agreement if Customer selects Option 3.</u></p> <p>If Customer subsequently chooses to request Support for Service, Customer will contact Sprint to make appropriate arrangements.</p>

If Customer does not indicate an affirmative choice above, Sprint will treat the Agreement as if the Customer selected Option 3.

2. **APPLICATIONS FOR SUPPORT.** Following execution of the Agreement, Customer will take appropriate steps to ensure that USAC receives a Form 471 application (or its successor form) and any other necessary documentation to request Support for Service. For Service provided in multiple years, Customer will submit subsequent Forms 471 to request Support. Customer will promptly provide Sprint with a copy of its Funding Commitment Decision Letter and all other relevant documentation requested by Sprint. Customer will abide by all FCC and USAC rules and obligations for receipt of Support, including but not limited to submission of Form 486 (or its successor form) confirming receipt of Service.
3. **RECEIPT OF SUPPORT.** Customer will pay, in full, all undisputed invoices issued by Sprint prior to Sprint's receipt of notification from USAC of Customer's Form 486 filing and Sprint's receipt of the service worksheet. Upon notification, Sprint will apply discounts or reimburse Customer according to the Funding Commitment Decision Letter, Form 486 for Service delivered, and Sprint worksheet delineating the associated accounts. Sprint may require Customer to seek USAC reimbursement via Form 472 if Customer has not received its USAC Funding Commitment Decision Letter by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by USAC's funding year. Sprint will either apply a credit to Customer's account or provide Customer with a check or credit corresponding to USAC's Support commitment as calculated after providing Service.
4. **FAILURE TO OBTAIN SUPPORT.**
- A. If, for any reason other than Sprint's material failure to deliver Service under the terms of the Agreement, the FCC, USAC or Other Funding Sources fail to reimburse Sprint for Service, or if the FCC, USAC or Other Funding Sources reclaim any portion of Support paid to Sprint on Customer's behalf, then Customer will reimburse Sprint for these amounts.
 - B. While Sprint will use commercially reasonable efforts to assist Customer in requesting Support, Sprint is not responsible for Customer's compliance with FCC, USAC or Other Funding Source rules and regulations, Customer's applications for Support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer.

ATTACHMENT D
SPRINT NEXTEL MERGER OVERVIEW

Sprint Nextel (Sprint) announced the completion of the merger of Sprint Corporation and Nextel Communications, Inc. on Friday, August 12, 2005, following a series of necessary legal and financial actions. Although the merger has closed, the work of integrating the two companies' technologies, systems, operations, and cultures is still in process. Due to the differences in network technology and other legitimate business reasons, we continue to identify "Sprint PCS Services" and "Nextel Services" separately even though we have created consistency in pricing options.

Sprint, along with its affiliates and partners, operates networks that cover approximately 268 million people with a total of 45,000 cell sites. With these networks, our spectrum assets and technology migration path, Sprint is well positioned to lead the telecommunications industry. Sprint now has approximately 60,000 employees nationwide with its corporate headquarters in Reston, Virginia.

Sprint offers a comprehensive range of wireless and wireline communications services to consumer, business and government customers serving over 53 million subscribers. Sprint is widely recognized for developing, engineering and deploying innovative technologies, including two robust wireless networks offering industry leading mobile data services; instant national and international walkie-talkie capabilities; and an award-winning and global Tier 1 Internet backbone. Customers using Sprint PCS and iDEN products and services will continue to enjoy the benefits of their current phones, service plans and features Sprint offers superior data, wireline and wireless solutions delivered on the most advanced networks available. Our "best of breed" offerings--such as industry-leading data applications and the unsurpassed walkie-talkie service--are unequalled by our competitors.

Sprint Promise

The Sprint Nextel merger will generate efficiencies that will benefit our customers by providing access to the industry's most advanced, most dependable wireless services. Nextel and Sprint will combine the strengths of two companies while continuing to provide high-value, integrated communications solutions to our customers.

As an independent wireless services provider, Nextel Communications was recognized as a leader in customer service and loyalty, push-to-talk services and providing end-to-end solutions to business and government customers. Sprint Corporation excelled in the consumer business and in providing advanced wireless data services and global IP voice and data networks. Together, we are positioned to provide the high-value, integrated communications solutions customers increasingly demand. Sprint customers will also benefit in the future from:

- Digital wireless service in all 50 states, Puerto Rico and the U.S. Virgin Islands. Sprint and their affiliates and partners cover a total domestic population of 262 million
- More choices through investments in wireless multi-media, web browsing, messaging, gaming and music on the go
- Robust integrated wireless and IP-based wireline solutions to business
- Improved customer service and sales performance through joint capabilities
- Investments in the deployment of next-generation wireless data services, bringing new and compelling products to market to benefit consumers and businesses

We believe that Sprint is the best-positioned company in our industry. Sprint values our customers and look forward to continuing to work together in the future.

ATTACHMENT E
TRAINING

Sprint will provide Customer with on-site and web based training for the initial role out of new and upgraded handsets/PDA for iDEN and CDMA. This training program will begin on March 21, 2007 and will continue as needed for a 90 day period. Sprint will work with Customer to offer trainings based on the customers requirements. A minimum of twelve trainings will occur during the 90 day period. Additional support will be available through our CNS customer service support and third party vendors (RIM and Goodlink) as outlined in the Agreement. Sprint will provide Customer device information as required for quick reference on device operation.

Attachment F

Billing Information

Sprint will provide Customer continuing Smart CD data for existing iDEN units. As Sprint Nextel combines iDEN and CDMA billing platforms, CDMA data will not be available in the Smart CD format until converted during 2007.

In that the transition occurs, Sprint will provide Customer reporting from electronic Billing and Analysis (eBA) on CDMA usage. This web tool can extract reports that show the basic information that is necessary to reconcile and cost code a CDMA invoice.

Sprint will work with Customer to interpret and manipulate the data enclosed in the eBA reporting so that Customer may design internal systems to accept that data.

As CDMA units migrate to the new billing platform, Sprint will continue to serve Customer by insuring that these affected units are migrated correctly and that a seamless transition of data formats occur.



Sprint will provide web access to Customer and Customer's individual CDMA handset holders so that the individuals can view only their charges and usage until a point in time when CDMA billing information transitions to a unified platform. This service will still be available to the individual handset holder to view only their usage and to the Customer to view all usage after the transition to the new platform.




Attachment G
Sprint Phone Listing





Sprint PCS devices are high-quality wireless phones from leading manufacturers such as Sanyo, LG, Toshiba, Nokia, and Samsung. A wide variety of single-band, dual-band/dual-mode and dual-band/tri-mode phones are available to suit your needs. Single-band Sprint PCS Phones are suited for callers who will generally need service in major metropolitan areas only. Dual-band/dual-mode Sprint PCS Phones allow roaming on analog and digital networks where Sprint has implemented roaming agreements. Dual-band/tri-mode phones additionally will roam on 800 MHz CDMA networks (the Sprint Nationwide PCS Network is 1900 MHz CDMA).




Sprint also offers the industry's largest selection of 3G data-capable handsets, including devices with PDA functionality. Sprint PCS Connection Cards allow laptop owners to wirelessly access the Internet, your corporate network, and send and receive e-mails with attachments, providing true mobility with real-time access to increase productivity.





All Sprint PCS phones provide a remarkably clear connection with features that work the same virtually anywhere you travel on the Sprint Nationwide PCS Network. Our industry-leading selection of phones and personal communication devices offer clear calls and full-color screens. Many offer the benefits of Sprint PCS Vision data services and digital camera capabilities.




Devices	Features
 <p data-bbox="329 982 380 1115">Treo 700wx by PalmOne</p>	<ul style="list-style-type: none"> ◆ Digital Dual-Band ◆ Sprint Mobile Broadband with Power Vision ◆ Windows Mobile 5.0 Pocket PC Phone Edition Software ◆ Built-in 1.3 mega pixel camera & camcorder ◆ Built-in Bluetooth® Wireless Technology ◆ Built-in Phone as Modem Capable ◆ Attachment viewing for Microsoft® Office Word, Excel® and PowerPoint® Mobile. Pictel PDF viewer. ◆ Voice/Memo Recorder ◆ Customizable Picture Caller ID ◆ 64MB of dedicated user storage, plus an external memory slot ◆ E911 Emergency Location Enabled ◆ TTY/TDD Compatible
 <p data-bbox="347 1423 397 1556">Treo 700P by PalmOne</p>	<ul style="list-style-type: none"> ◆ Digital Dual-Band ◆ Palm OS 5.4.9 ◆ Sprint Mobile Broadband with Power Vision ◆ Built-In 1.3 Megapixel Camera and Camcorder ◆ Familiar Palm OS Productivity Tools ◆ Microsoft Outlook Exchange Sync ◆ Downloadable Applications ◆ Built-In Bluetooth Wireless Technology ◆ Built-In Speakerphone ◆ Built-In MP3 Player ◆ Built-In Email ◆ Integrated QWERTY Keyboard ◆ SD I/O Expansion Slot ◆ Predictive Text Input ◆ Customizable Photo Caller ID ◆ E911 Emergency Location Enabled ◆ TTY/TDD Compatible




Devices	Features
<p data-bbox="342 428 396 562" style="writing-mode: vertical-rl; transform: rotate(180deg);">IP-830W by Samsung</p> 	<ul style="list-style-type: none"> ◆ Digital Quad-Band ◆ International Smart Device ◆ Sprint Mobile Broadband with Power Vision ◆ Windows Mobile 5.2 Pocket PC Phone Edition Software ◆ Sprint Worldwide SIM Card ◆ Built-in Bluetooth® Wireless Technology ◆ Built-in Phone as Modem Capable ◆ Attachment viewing for Microsoft® Office Word, Excel® and PowerPoint® Mobile. Piccel PDF viewer. ◆ Voice/Memo Recorder ◆ 70MB of dedicated user storage, plus an external memory slot (SD) ◆ E911 Emergency Location Enabled ◆ TTY/TDD Compatible
<p data-bbox="293 848 347 982" style="writing-mode: vertical-rl; transform: rotate(180deg);">PPC-6700 by Audiovox</p> 	<ul style="list-style-type: none"> ◆ Digital Dual-Band ◆ 416 MHz Intel® processor & 1.3 megapixel camera and camcorder ◆ Sprint Mobile Broadband with Power Vision ◆ Windows Mobile 5.0 Pocket PC Phone Edition Software ◆ Microsoft® Office software ◆ Built-In Wireless Fidelity (Wi-Fi) Data Capability ◆ Built-In Bluetooth Wireless Technology ◆ External Mini SD Expansion Card Slot Add memory, transfer music, photos, and video from your desktop, or load additional games and applications. ◆ Built-In Mini USB Port Transfer music, pictures, and video from your desktop or load additional games and applications. ◆ E911 Emergency Location Enabled ◆ TTY/TDD Compatible
<p data-bbox="331 1226 384 1360" style="writing-mode: vertical-rl; transform: rotate(180deg);">BlackBerry 8703e by RIM</p> 	<ul style="list-style-type: none"> ◆ Digital Dual-Band ◆ Sprint Mobile Broadband with Power Vision ◆ GPS Enabled ◆ BlackBerry Push Technology ◆ Phone as Modem ◆ Bluetooth Wireless Technology ◆ Speakerphone ◆ Brilliant Color display ◆ Enhanced attachment viewing ◆ Productivity Tools ◆ E911 Emergency Location Enabled ◆ Multiple Languages ◆ TTY/TDD Compatible


Devices	Features
<p data-bbox="318 390 370 579">BlackBerry 7130e by RIM</p> 	<ul style="list-style-type: none"> ◆ Digital Dual-Band ◆ Sprint Mobile Broadband with Power Vision ◆ BlackBerry Push Technology ◆ Phone as Modem ◆ Bluetooth Wireless Technology ◆ Speakerphone ◆ Brilliant Color display ◆ Enhanced attachment viewing ◆ SureType Technology ◆ Productivity Tools ◆ E911 Emergency Location Enabled ◆ Multiple Languages ◆ TTY/TDD Compatible
<p data-bbox="367 779 386 968">RAZR by Motorola</p> 	<ul style="list-style-type: none"> ◆ Digital Dual-Band ◆ Ultra thin RAZR design ◆ 1.3 Mega-pixel Camera and camcorder ◆ Sprint Mobile Broadband with Power Vision (Music Store, Sprint TV, On Demand) ◆ Bluetooth Wireless Technology ◆ GPS Enabled ◆ External TransFLASH Memory Card Slot with 64MB card ◆ Built-in Speakerphone ◆ Phone as Modem Capable ◆ E911 Emergency Location Capable ◆ TTY/TDD Compatible ◆ Also available in Red
<p data-bbox="367 1108 386 1423">MOTOKRZR K1m by Motorola</p> 	<ul style="list-style-type: none"> ◆ Digital Dual-Band ◆ Ultra thin RAZR design ◆ 1.3 Mega-pixel Camera and camcorder ◆ Sprint Mobile Broadband with Power Vision (Music Store, Sprint TV, On Demand) ◆ Bluetooth Wireless Technology ◆ GPS Enabled ◆ External TransFLASH Memory Card Slot with 64MB card ◆ Built-in Speakerphone ◆ Phone as Modem Capable ◆ E911 Emergency Location Capable ◆ TTY/TDD Compatible ◆ Also available in Red
<p data-bbox="367 1549 412 1759">Sprint Power Vision M610 by Samsung</p> 	<ul style="list-style-type: none"> ◆ Digital Dual-Band ◆ Built-in 2.0 Mega-pixel camera/camcorder ◆ Sprint Mobile Broadband with Power Vision ◆ Micro Memory SD Card Slot with 64MB card ◆ Sprint Music Store & Sprint TV Enabled ◆ Bluetooth Wireless Technology ◆ Built-in Speakerphone ◆ PictBridge Support ◆ Phone as Modem Capable ◆ Voice Memo/Recorder ◆ GPS Enabled ◆ Productivity Tools ◆ E911 Emergency Location Enabled ◆ TTY/TDD Compatible

Devices	Features
<p data-bbox="362 453 415 583">PM-A900M by Samsung</p> 	<ul style="list-style-type: none"> ◆ Digital Dual-Band ◆ Built-in 1.3 Mega-pixel camera/camcorder ◆ Sprint Mobile Broadband with Power Vision ◆ Built-in media player Play MP3, AAC, and AAC plus files ◆ Bluetooth Wireless Technology ◆ Built-in Speakerphone ◆ PictBridge Support ◆ Phone as Modem Capable ◆ Message Dictation - Speech-to-text input for speaking your SMS Text Messages into the phone ◆ Voice Memo/Recorder ◆ Internal Phone Book Assign up to 500 entries, each storing 5 numbers, email and internet addresses, with a total phone book capacity of up to 500 numbers, email and URL addresses. ◆ Productivity Tools ◆ E911 Emergency Location Enabled ◆ TTY/TDD Compatible
<p data-bbox="355 873 409 1010">FUSIC by LG (LG LX550)</p> 	<ul style="list-style-type: none"> ◆ Digital Dual-Band ◆ Sprint Mobile Broadband with Power Vision ◆ Built in 1.3 Mega-pixel camera and camcorder ◆ Bluetooth Wireless Technology ◆ 3D Graphics ◆ Speakerphone ◆ FM Transmitter (listen to your music on a radio up to 5 ft away) ◆ Phone as Modem Capable ◆ Voice Memo Recorder ◆ Predictive Text Input ◆ E911 Emergency Location Enabled ◆ TTY/TDD Compatible
<p data-bbox="375 1266 396 1402">M1 by Sanyo</p> 	<ul style="list-style-type: none"> ◆ Digital Dual-Band ◆ Sprint Mobile Broadband with Power Vision ◆ 2.0 Mega-pixel Digital/Video Camera ◆ 1 GB Internal Memory ◆ Bluetooth Wireless Technology ◆ Sprint PCS Ready Link Capable ◆ Phone as Modem Capable ◆ Built-in Speakerphone ◆ Built-in Productivity Tools ◆ Voice Memo Recorder ◆ Voice Activated Dialing ◆ Built-in Flashlight ◆ E911 Emergency Location Enabled ◆ TTY/TDD Compatible

Devices	Features
<p data-bbox="358 436 407 541">SCP-8400 by Sanyo</p> 	<ul style="list-style-type: none"> ◆ Digital Dual-Band ◆ Sprint Mobile Broadband with Power Vision ◆ 1.3 Mega-pixel Digital/Video Camera ◆ Bluetooth Wireless Technology ◆ Sprint PCS Ready Link Capable ◆ Phone as Modem Capable ◆ Built-in Speakerphone ◆ Built-in Productivity Tools ◆ E911 Emergency Location Enabled ◆ TTY/TDD Compatible ◆ Available in 3 colors: Midnight Black, Electric Blue or Powder White
<p data-bbox="370 751 402 972">SCP-7000 by Sanyo</p> 	<ul style="list-style-type: none"> ◆ Digital Dual-Band/Tri-Mode ◆ Rugged with DuraGrip rubber trim ◆ Bluetooth Wireless Technology ◆ Sprint PCS Ready Link Capable ◆ Phone as Modem Capable ◆ Built-in Speakerphone ◆ Built-in Productivity Tools ◆ Voice Activated Dialing ◆ E911 Emergency Location Enabled ◆ TTY/TDD Compatible
<p data-bbox="358 1203 407 1287">PM-225 by LG</p> 	<ul style="list-style-type: none"> ◆ Dual-Band/Tri-Mode ◆ Built-in Digital Camera ◆ Sprint PCS Picture Mail Capable ◆ Unique Antenna Design ◆ Built-in Speakerphone ◆ SMS Text Messaging Capable ◆ Dual Color Displays ◆ Voice-Activated Dialing ◆ Customizable Picture Caller ID ◆ Customizable Font Size and Theme Colors ◆ Internal Phone Book ◆ Built-in Personal Tools and Planner ◆ Voice Memo/Recorder ◆ E911 Emergency Location Enabled ◆ TTY/TDD Compatible
<p data-bbox="354 1581 407 1686">KATANA By Sanyo</p> 	<ul style="list-style-type: none"> ◆ Dual-Band/Tri-Mode ◆ Built-in Digital Camera ◆ Sprint PCS Vision Compatible ◆ Bluetooth Wireless Technology ◆ Wireless Backup ◆ Built-in Speakerphone ◆ Vibrant Full-Color Screen ◆ Internal Phone Book ◆ Voice Recorder ◆ Built-in Personal Tools and Planner ◆ E911 Emergency Location Enabled ◆ TTY/TDD compatible ◆ Available in 4 colors: Mystic Black, Blue Sapphire, and Cherry Blossom Pink

Devices	Features
<p style="text-align: center;">2400 By Sanyo</p> 	<ul style="list-style-type: none"> ◆ Dual-Band/Tri-Mode ◆ Sprint PCS Vision Compatible ◆ Sprint PCS Ready Link Compatible ◆ Predictive Text Input ◆ Built-in Speakerphone ◆ Built-in Ring Tones ◆ Internal Phone Book ◆ Voice Recorder ◆ Built-in Personal Tools and Planner ◆ E911 Emergency Location Enabled ◆ Available in 5 colors: Silver Sky, True Blue, Dark Bronze, Misty Rose, Midnight Black.
<p style="text-align: center;">M500 by Samsung</p> 	<ul style="list-style-type: none"> ◆ Digital Dual-Band ◆ 1.3 Mega-pixel Camera and camcorder ◆ Sprint Mobile Broadband with Power Vision (Music Store, Sprint TV, On Demand) ◆ Bluetooth Wireless Technology ◆ Micro Memory SD Card Slot with 32MB card ◆ Built-in Speakerphone ◆ Phone as Modem Capable ◆ E911 Emergency Location Capable ◆ TTY/TDD Compatible ◆ Voice Mode – Send text messages by voice. ◆ Also available in Red
<p style="text-align: center;">A640 By Samsung</p> 	<ul style="list-style-type: none"> ◆ Dual-Band/Tri-Mode ◆ Built-In Bluetooth Wireless Technology ◆ Built-in Digital Camera ◆ Predictive Text Input ◆ Built-in Speakerphone ◆ Vibrant, Full-Color Screen ◆ Internal Phone Book ◆ Voice Memo/Recorder ◆ Built-in Personal Tools and Planner ◆ E911 Emergency Location Enabled ◆ TTY/TDD Compatible

Connection Cards	Features
<p data-bbox="354 390 378 688">PX-500 by Pantech Wireless</p> 	<ul style="list-style-type: none"> ◆ PCMCIA data card that will have EVDO Rev0 high speed data access at launch ◆ Compatibility with EVDO RevA (once available) ◆ External flip-up antennae ◆ Compatibility with Windows 2000/XP, Tablet XP computers equipped with a Type II PC Card slot ◆ Compatibility with Macintosh OS computers with a Type II PC Card slot ◆ Advance Power Management - Operating voltage of 3.3V for optimal laptop performance and reduced battery drain. ◆ External antenna port included ◆ GPS-Enabled for location based services
<p data-bbox="362 898 386 1192">Sierra Wireless AirCard 595</p> 	<ul style="list-style-type: none"> ◆ PCMCIA data card that will have EVDO Rev0 high speed data access at launch ◆ Compatibility with EVDO RevA (once available) ◆ Compatibility with Windows 2000/XP, Tablet XP computers equipped with a Type II PC Card slot ◆ Compatibility with Macintosh OS computers with a Type II PC Card slot ◆ Internal antenna – no moving parts ◆ External antenna port included ◆ GPS-Enabled for location based services ◆ Supports "Suspend" and "Resume" ◆ 32-Bit CardBus at 3.3V Operation ◆ 33 MHz Bus Speed ◆ Dual Bank (CDMA 1900 & 800 MHz frequency) ◆ This device does not support voice capability
<p data-bbox="378 1398 402 1692">Novatel Wireless Merlin S720</p> 	<ul style="list-style-type: none"> ◆ PCMCIA data card that will have EVDO Rev0 high speed data access at launch ◆ Compatibility with EVDO RevA (once available) ◆ A Global Positioning System (GPS) mobile broadband connection card for customers who need high speed mobile wireless access from their laptops anywhere Sprint service is available. ◆ Autonomous GPS (once available) ◆ Compatibility with Windows 2000/XP, Tablet XP computers equipped with a Type II PC Card slot ◆ Compatibility with Macintosh OS computers with a Type II PC Card slot ◆ Newly designed high performance flip-up antenna ◆ External antenna port included ◆ GPS-Enabled for location based services ◆ Supports "Suspend" and "Resume" ◆ 32-Bit CardBus at 3.3V Operation ◆ 33 MHz Bus Speed ◆ Dual Bank (CDMA 1900 & 800 MHz frequency) ◆ This device does not support voice capability

Connection Cards	Features
<p data-bbox="300 373 324 703">Novatel Wireless Ovation U720</p> 	<ul style="list-style-type: none"> ◆ Compatible with Windows® 2000, XP, Tablet XP computers with USB connectivity and Macintosh OS computers with USB connectivity when drivers become available ◆ Compatibility with EVDO RevA (once available) ◆ Newly designed high performance flip-up antenna. ◆ External antenna port included. ◆ GPS-Enabled for location based services when available ◆ Supports "Suspend" and "Resume" ◆ 3.3V Operation (nominal) for longer laptop operation ◆ IS2000 data current: 700mA peak ◆ Dual Band (CDMA 1900 & 800 MHz frequency) for data roaming capabilities ◆ Packaged with Sprint Connection Manager software

CONTRACT REVIEW CHECKLIST

Consistency with Law and School Board Policy:

Comments

Consistent with School Board Policy	YES
Consistent with Florida, federal and local laws	YES

Contract Terms:

Comments

Term (Duration of Contract)	March 21, 2007- June 30, 2010; Please refer to Paragraph 2.
Termination Clause	Sprint may terminate if SB breaches and SB may terminate for breach, for convenience, or for non-appropriation; Please refer to Paragraph 14 and 15.
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses. Liability Issues: Please refer to Paragraphs 11, 12, and 15. Indemnification: Please refer to Paragraph 13.
Regulatory issues	Please refer to Paragraphs 1.5 and 17.1 and Exhibit C.
Confidentiality Provision	Sprint will not receive confidential student information. Additionally, please refer to Paragraph 11.
Warranties	Please refer to Paragraph 7.
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	Governing Law: Florida; Please refer to paragraph 17.5.

Business Principles:

Comments

Sound Business Principles	Yes.
Reasonableness of Fees	Please refer to Attachments A, A-1, A-2, and B.
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	

Other Issues:

Comments

Conflict of Interest Disclosures	None
Non-Negotiable Issues	
Miscellaneous Issues	None
Appropriate Departmental Sign-off	

Special Considerations:

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES NO

[Handwritten Signature]
By: Attorney (Name and Date)