

**Appendix D**  
**Service Agreement Terms**  
**DIR Contract No. DIR-SDD-1780**

**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 Resale.** Customer acknowledges and agrees that this is a retail purchase agreement for use only by Customer and its other Sprint-authorized end users as set forth in this Agreement. Customer may not resell or lease wireless Products and Services under this Agreement. Notwithstanding the foregoing, Customer may participate in the Sprint Wireless Recycling Program.

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

- Attachment A: Wireless Services Product Annex  
Attachment B: Sprint Data Link Product Annex  
Attachment C: Sprint Machine-To-Machine Service Product Annex

**3 . ORDERS AND CHARGES.**

**3 . 1 Orders.**

- A . Rates.** During the Term, Customer will pay Sprint the rates and charges for Products or Services as set forth in DIR Contract No. DIR-SDD-1780.
- B . Issuance and Acceptance.** Only persons authorized by Customer will issue Orders under the Agreement. Sprint may accept an Order in accordance with DIR Contract No. DIR-SDD-1780.
- C . Cancellation or Rejection.** Customer may cancel an Order in accordance with Appendix A, Section 7. Purchase Orders, Invoices and Payments and Section 10. Contract Enforcement of DIR Contract No. DIR-SDD-1780.
- D . Customer Purchase Orders.** Customer purchase orders will be submitted in accordance with DIR Contract No. DIR-SDD-1780. The terms and conditions in any Customer-issued purchase order accepted by Sprint will have no force or effect other than to denote quantity, the Products or Services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement

- 3 . 2 Fixed Rates and Percentage Discounts.** The rates and discounts identified in the Contract will be in accordance with DIR Contract No. DIR-SDD-1780.

**4 . BILLING AND PAYMENT.**

**4 . 1 Invoicing.**

- A . Commencement of Invoicing.** Sprint may begin invoicing Customer in accordance with DIR Contract No. DIR-SDD-1780.
- B . Delays.** If Sprint cannot install or make available the Product or Service by the delivery date specified in the Order due to a Customer-caused delay, Sprint may bill Customer in accordance with DIR Contract No. DIR-SDD-1780.
- C . Timing.** In general, for recurring Services, Sprint bills fixed recurring Service charges in advance and usage-based charges in arrears.

- 4 . 2 Payment Terms.** Subject to Section 4F, Back-billing, in the DIR Contract No. DIR-SDD-1780., Sprint will invoice Customer, and Customer will pay Sprint, in accordance with Chapter 2251, Texas Government Code.

- 4 . 3 Disputed Charges.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer (A) makes timely payment of all undisputed charges; and (B) within 30 days of the due date, provides Sprint with a written explanation of Customer's reasons for disputing the charge. Customer must cooperate with Sprint to resolve promptly any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify Customer and, accordance with Chapter 2251, Texas Government Code, Customer must pay the charge or invoke the dispute resolution process in this Agreement. If Sprint determines in good faith, that the disputed charge is invalid, Sprint will credit Customer for the invalid charge.

**5 . WARRANTIES.** EXCEPT AS, AND ONLY TO THE EXTENT, EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." 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.

**6 . EQUIPMENT AND SOFTWARE.**

**6 . 1 Third Party Equipment or Software.** Customer is responsible for any items not provided by Sprint (including but not limited to equipment or software) that impair Product or Service quality. Upon notice from Sprint of an impairment, Customer will promptly cure the problem. Customer will continue to pay Sprint for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the Sprint's network by Sprint or third parties, Sprint, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although Sprint will provide advance notice where practical. At Customer's request, Sprint will troubleshoot the impairment at Sprint's then-current time and materials rates. Sprint is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by Sprint to become obsolete, require alteration, or perform at lower levels.

**6 . 2 Products.** Sprint does not manufacture Products and, except as provided in this Agreement, is not responsible for the acts or omissions of the original equipment manufacturer.

**6 . 3 Software License.**

**A . Licensing Requirements.** Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. **Software licensing terms and conditions of Sprint's software vendors are provided by Sprint or posted at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions) or otherwise provided to Customer through click or shrinkwrap agreements.** Sprint may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.

**B . Prohibitions.** Customer is not granted any right to use any software on behalf of third parties or for time share or service bureau activities. No rights are granted to source code and Customer may not reverse engineer, decompile, modify, or enhance any software. Subject to the terms and conditions in the licensing requirements subsection above, Sprint or its suppliers retain title and property rights to Sprint-provided software. Upon termination or expiration of this Agreement or the applicable Service, any applicable software license will terminate and Customer will surrender and immediately return the Sprint-provided software to Sprint; provided that Customer is not required to return the software embedded in Products sold to Customer under this Agreement.

**6 . 4 Title to Equipment.** Sprint or its suppliers retain title and property rights to Sprint-provided equipment (excluding equipment sold to Customer under this Agreement). Upon termination or expiration of the Agreement or the applicable Service, Customer will surrender and immediately return the Sprint-provided software to Sprint; provided that Customer is not required to return the software embedded in Products sold to Customer under this Agreement.

**7 . CUSTOMER RESPONSIBILITIES.**

**7 . 1 Installation.** For Products or Services requiring on-site installations, Customer will reasonably cooperate with Sprint or Sprint's agents to enable Sprint or its agents to install the Products or Services. Customer is responsible for damage to Sprint-owned Products and Services located on Customer premises, excluding reasonable wear and tear or damage caused by Sprint.

**8 . PRIVACY.** Sprint's privacy policy, as amended from time to time, is available at [www.sprint.com/legal/privacy.html](http://www.sprint.com/legal/privacy.html). The privacy policy includes information about Sprint's customer information practices and applies to the provisioning of the Products and Services.

**9 . DEFINITIONS.**

**9 . 1 "Affiliate"** is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights. For purpose of this Agreement, Clearwire Corporation is not included as an Affiliate of Sprint.

**9 . 2 "Commencement Date"** is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges.

- 9 . 3 “Confidential Information” means nonpublic information (A) about Discloser’s business, (B) given to the Recipient in any tangible or intangible form for Recipient’s use in connection with this Agreement, and (C) that Recipient knows or reasonably should know is confidential because of its legends and markings, the circumstances of its disclosure, or the nature of the information. Confidential Information includes but is not limited to: trade secrets; financial information; technical information including research, development, procedures, algorithms, data, designs, and know-how; business information including operations, planning, marketing plans, and products; and the pricing and terms of the Agreement including related discussions, negotiations, and proposals.
- 9 . 4 “Discloser” means the party disclosing Confidential Information.
- 9 . 5 “Domestic” means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Product specific Terms.
- 9 . 6 “Effective Date” is the date the last party signs this Agreement.
- 9 . 7 “Network” or “Networks” means the wireless and wireline transmission facilities owned and operated by Sprint or on Sprint’s behalf by third parties under management agreements with Sprint.
- 9 . 8 “Order” or “Purchase Order” means a written or electronic order, or purchase order, submitted or confirmed by Customer and accepted by Sprint, which identifies specific Products and Services, and the quantity ordered. Verbal Orders are deemed confirmed upon Customer’s written acknowledgement, or use, of Products or Services.
- 9 . 9 “Order Term” means the term designated for an individual Order.
- 9 . 1 0 “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.
- 9 . 1 1 “Product-specific Terms” means to separate descriptions, terms and conditions for certain non-regulated Products and Services. Product-specific Terms are incorporated into this Agreement as the Effective Date. Product-specific Terms are not otherwise subject to change during the Term.
- 9 . 1 2 “Rates and Conditions Website” means the website found at <http://www.sprint.com/ratesandconditions/>.
- 9 . 1 3 “Recipient” means the party receiving Confidential Information.
- 9 . 1 4 “Service(s)” means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through Sprint under this Agreement, excluding Products.
- 9 . 1 5 “Sprint Wireless Recycling Program” - provides two options for recycling used wireless devices, including accessories: (1) the Sprint buyback program provides Sprint customers with an account credit for returning to Sprint certain previously sold Sprint or Nextel wireless devices, and (2) the Sprint project connect program accepts any wireless device and uses the net proceeds that result from those devices to fund community-based initiatives such as Sprint’s 4NetSafety Program. The 4NetSafety Program promotes Internet safety for children. For more information on the Sprint Wireless Recycling Program, including wireless devices eligible for the Sprint buyback program, go to [Sprint.com/recycle](http://Sprint.com/recycle).
- 9 . 1 6 “URLs and Successor URLs”. References to Uniform Resource Locators (URLs) in this Agreement include any successor URLs designated by Sprint.

## ATTACHMENT A

### GOVERNMENT WIRELESS SERVICES PRODUCT ANNEX

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

##### 1 . 1 Wireless Voice Features.

- A . **General.** Wireless voice Services are provided on the Sprint Networks. Wireless voice service areas and international coverage areas may change and are accessible through [www.sprint.com](http://www.sprint.com) or by contacting Customer's Sprint Account Representative. Wireless voice Services are not available on the Sprint 4G Network.
- B . **Shared Minutes.** Customer must have a minimum of 2 Corporate-Liable Active Units in a Shared Minute group. All Corporate-Liable Active Units using the Shared Minutes option must subscribe to a Business Plan with Anytime Minutes. Data-only Business Plans are not eligible for the Shared Minutes option. After a Corporate-Liable Active Unit in a Shared Minute group has exhausted all Anytime Minutes in its Business Plan, the Corporate-Liable Active Unit's additional airtime minutes are billed at the overage rate defined in the associated Business Plan. Eligible Business Plans are available by contacting Customer's Sprint Account Representative.
- C . **Sprint Mobile-to-Mobile.** "Sprint Mobile-to-Mobile" means voice calls from one Active Unit on the Nationwide Sprint Network or Nextel National Network to another Active Unit on the Nationwide Sprint Network or Nextel National Network. With this feature, Customer may use an unlimited number of minutes each month to make or receive calls on the Nationwide Sprint Network or Nextel National Network between Sprint and Nextel phones. Sprint Mobile-to-Mobile calling does not apply to calls to check voicemail, to obtain directory assistance, or placed through indirect calling methods, and is not available when Roaming.
- D . **Additional Lines for Pooling.** The Additional Lines for Pooling feature allows Customer to activate a Corporate-Liable Active Unit on a Business Plan with Anytime Minutes and add up to 5 additional Corporate-Liable Active Units (each, a "Secondary Line") to that Business Plan. The Additional Lines for Pooling option is not available with all voice Business Plans. Eligible Business Plans are available by contacting Customer's Sprint Account Representative.
- E . **Pooled Anytime Minutes.** Business Plans with pooled Anytime Minutes only pool voice minutes of use for Corporate-Liable Active Units on the same billing account. Pooled Anytime Minutes from one Business Plan may not pool with Anytime Minutes from a different Business Plan.

- ##### 1 . 2 Wireless Data Features.
- Sprint provides wireless data solutions and Services over the Nationwide Sprint Network, the Sprint 3G Network, and the Sprint 4G Network in certain coverage areas. Coverage areas may change and are accessible through [www.sprint.com/coverage](http://www.sprint.com/coverage) or by contacting Customer's Sprint Account Representative. When the Sprint 3G Network is available and Customer uses a Sprint EVDO-compatible device with a wireless high-speed data Business Plan, Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a Business Plan for Sprint 4G Services, Active Units will first attempt to connect to the Sprint 4G Network, and then default to the Sprint 3G Network or Nationwide Sprint Network depending on coverage and network availability. Access to the Sprint 3G Network or the Sprint 4G Network may require installation of separate software depending on the Product. Wireless high-speed data throughput rates may vary depending on Customer's location at the time of use and other factors. Sprint also offers wireless data solutions over the Nextel National Network for select Products.

##### 1 . 3 Nextel Direct Connect® Features.

- A . **General.** Nextel Direct Connect transmissions occur only between Active Units that are each capable of sending and receiving Nextel Direct Connect transmissions. Nextel Direct Connect transmissions do not work simultaneously with a voice call or with active wireless data transmissions from the same Product. Nextel Direct Connect service areas and international coverage areas may change and are accessible through [www.sprint.com](http://www.sprint.com) or by contacting Customer's Sprint Account Representative. Nextel Direct Connect Services are not available when Roaming and are not available on the Sprint 4G Network.
- B . **Direct Connect®.** All Nextel Direct Connect Products are capable of making nationwide Direct Connect transmissions. If Customer intentionally disables "cross fleet" functionality for Nextel Devices, then Direct Connect service will work only with Customer's own Nextel Devices.
- C . **Group Connect®.** Group Connect service requires a group-capable device in order to initiate and receive Group Connect transmissions. A subscriber with a group-capable phone may create a group with any participant, but only those subscribers with group-capable phones will be pulled into the Group Connect transmission. Group Connect is limited to 21 total participants (including the originator). Each group must consist entirely of either Nextel Devices or Sprint Devices.

- D . **International Direct Connect<sup>SM</sup>**. International Direct Connect is only available for Nextel Devices subscribed to Direct Connect service. International Direct Connect currently includes both the ability to place Nextel Direct Connect transmissions from the United States to users outside the United States and the ability to place and receive Nextel Direct Connect transmissions from outside the United States in select countries.
  - E . **Direct Send<sup>SM</sup>**. Direct Send lets a user send a picture or contact information to another subscriber using the Nextel Direct Connect service. Direct Send is only available on select Nextel Devices.
  - F . **NextMail<sup>®</sup>**. NextMail allows a user to use Nextel Direct Connect minutes to record and send voice messages to any e-mail address. NextMail is only available on Nextel Devices.
  - G . **Talkgroup<sup>SM</sup>**. Talkgroup members must be from the same calling area and be established on the same fleet. Additionally, group members must be in their home calling area to initiate or receive Talkgroup transmissions. Talkgroup is only available for Nextel Devices and can include up to 200 total users. Emergency Talkgroup gives the group coordinator the ability to contact and preempt all other transmissions for group members.
  - H . **Priority Connect<sup>®</sup>**. Priority Connect allows users to preempt the use of Nextel National Network resources when placing and receiving Nextel Direct Connect transmissions. Priority Connect is available only to qualified customers (e.g. emergency “first responders”) on specific Business Plans using Nextel Devices.
  - I . **Direct Talk<sup>SM</sup>**. Certain Nextel Devices are capable of direct two-way radio transmissions. Direct Talk transmissions do not use the Nextel National Network and require each user to have a Direct Talk-capable Nextel Device using the same radio channel.
  - J . **TeamDC<sup>SM</sup>**. TeamDC allows up to 35 nationwide group members (including the group creator), all using Sprint Devices, to participate in a Nextel Direct Connect group transmission at the same time. The TeamDC Talker Priority feature allows the TeamDC group originator to designate priority for certain group members to interrupt other participants during the group transmission.
  - K . **Call Alert**. Call Alert allows a Nextel Direct Connect user to send a repeating alert to notify another Nextel Direct Connect user that the user would like to communicate. Users of Sprint Devices may send one of 20 free, pre-written text messages with a Call Alert to provide more detail to the recipient of the Call Alert.
  - L . **DC Permissions**. DC Permissions allow a Nextel Direct Connect user to block/allow Nextel Direct Connect transmissions from select individuals. DC Permissions also will block Group Connect transmissions if the Group Connect transmission is initiated by a blocked user. DC Permissions will not block Group Connect or TeamDC transmissions that have a blocked party in the group. DC Permissions is only available on Sprint Devices.
  - M . **SMS Messaging**. Nextel Direct Connect users with Sprint Devices may be prompted to send a text or voice SMS message when a Nextel Direct Connect transmission is blocked (e.g. the other user is out of coverage, has his/her device turned off, or is using other Services). Prompted SMS Messaging is only available for Nextel Direct Connect transmissions between two Sprint Devices when the recipient uses a single number for voice calls and Nextel Direct Connect service. Sprint charges for these SMS messages consistent with Customer’s Business Plan.
- 1 . 4 **PowerSource<sup>TM</sup> Devices**. PowerSource devices provide wireless voice and data Services over the Nationwide Sprint Network and Sprint 3G Network, and Nextel Direct Connect transmissions over the Nextel National Network. Voice and data service is only available in coverage areas of the Nationwide Sprint Network or Sprint 3G Network. Nextel Direct Connect service is only available in coverage areas of the Nextel National Network. Service features, functionality and plans vary by PowerSource device and may not be available in all markets. Active Units upgrading to a PowerSource device may experience changes in service availability, pooling eligibility, billing, surcharges and local calling rates.
- 1 . 5 **Roaming**. Business Plans that include Roaming (“Roaming Included Plans”) are not available with single-band phones or to users who reside or whose primary use is outside an area covered by the Nationwide Sprint Network. Sprint may limit or terminate Service if a Corporate-Liable Active Unit user moves outside of the area covered by the Nationwide Sprint Network. Sprint may, without notice, deny, terminate, modify, disconnect or suspend Service to a Corporate-Liable Active Unit if Roaming in a given month exceeds: (1) voice: 800 minutes or a majority of minutes, or (2) data: (a) 300 megabytes for a plan equal to or greater than 5 GB/month in total or a majority of kilobytes; or (b) 100 megabytes for a plan less than 5 GB/month in total or a majority of kilobytes. International calling, including in Canada, Mexico, and Guam, is not included in Roaming Included Plans. Wireless data Services and certain calling features (voicemail, caller ID, call waiting, etc.) may not be available while Roaming. Roaming areas may change and Roaming may not be available everywhere; visit [www.sprint.com/coverage](http://www.sprint.com/coverage) for details. Roaming is not available on the Nextel National Network or on the Sprint 4G Network.
- 1 . 6 **Modification**. Sprint may modify terms and features of a wireless Business Plan with written notice to Customer.

## 2. CHARGES, FEES AND CREDITS.

2 . 1 **Monthly Recurring Charges.** Sprint will bill Customer for Wireless Services as detailed in DIR Contract No. DIR-SDD-1780.

2 . 2 **Usage Charges.**

### A . **Wireless Voice Usage.**

- ( 1 ) **General.** Outgoing call usage is calculated from the time Customer initiates contact with the Sprint Networks until the connection to the Sprint Network is broken or dropped, whether or not the actual connection to the intended recipient of the call is successful. There is no call usage for outgoing voice calls that reach a busy signal, a disconnected number or that ring continuously without making connection to the Sprint Networks. Incoming call usage is calculated from the time Customer's device connects to the Sprint Networks (which is just before the device starts ringing) until the connection to the Sprint Networks is broken or dropped. There is no call usage for incoming voice calls that Customer does not answer or that enter Customer's voicemail. For each successful call, Customer will be charged a minimum of 1 minute of airtime. After the first minute, airtime charges are rounded-up to the next second or next minute, as specified in the respective Business Plan. On calls that cross time periods (e.g., Anytime Minutes versus Nights and Weekends), minutes are deducted or charged based on the call start time.
- ( 2 ) **Long Distance/Special Services.** Customer may incur long distance charges (including international calling) or other charges for calls to 800, 866, 877, 888 and other toll-free numbers on Business Plans that do not include long distance. Customer also may incur charges for special Services such as directory assistance, operator-assisted calls or call-forwarding, depending on Customer's Business Plan.
- ( 3 ) **Mobile Termination Charges.** Sprint may impose on Customer charges or surcharges for terminating a call to other wireless carriers, such as international mobile termination charges. The amount of the charges and surcharges imposed may vary.

### B . **Wireless Data Usage.**

- ( 1 ) **General.** Data usage is calculated from the time Customer's device makes contact with the Sprint Networks or Sprint 4G Network until the respective network connection is broken or dropped, whether or not the transmission of data is successful. Data usage may occur on any device capable of data transmission, including handheld devices and devices attached to or embedded in computers and includes sending and receiving e-mail, browsing the Internet, accessing certain Applications, all complete, partial or interrupted uploads or downloads and re-sent data, and unsuccessful attempts to reach websites and other Applications and Services, including those resulting from dropped network connections. Data usage is rounded up to the next whole kilobyte. Rounding occurs at the end of each separate session or each clock hour (at the top of each hour) if the session spans more than 1 clock hour. Rounding of data usage charges occurs at the end of each billing period and the total kilobyte charges are rounded up to the next cent. Customer's invoice will not separately identify the number of kilobytes attributable to Customer's use of specific sites, sessions or Services used. When traveling within the Sprint Networks, a data session may end when moving between coverage areas and a new data session initiated, although no interruption to the actual data session will occur. When traveling between the Sprint Networks and the Sprint 4G Network, a data session will end and a new data session will be initiated. Circuit-switched, modem-to-modem data calls are treated as voice calls and use Anytime Minutes on the associated Business Plan (or are billed at casual voice rates) in lieu of using kilobytes for data usage. Circuit-switched, modem-to-modem data calls are not available on the Sprint 4G Network.
- ( 2 ) **Text and Numeric Messaging.** Unless Customer has purchased a quantity of messages at a fixed MRC, Sprint will charge Customer on a per message basis for text and numeric messaging. Sprint will charge Customer the per message rate for each message that exceeds Customer's purchased quantity and for all text and numeric messages while Roaming internationally. Text and numeric messaging are not available on the Sprint 4G Network.
- ( 3 ) **Premium Services Charges.** Access to, and downloading of, Premium Services is not included in the pricing in the Agreement. Charges for Premium Services will be specified at the time of access or will be available at [www.sprint.com](http://www.sprint.com). Data usage charges also apply to, and are separate from, charges for Premium Services. Even if Customer's Business Plan includes unlimited megabytes of data, Customer must still pay all charges associated with access or use of Premium Services. Customer may block Corporate-Liable Active Units from, or otherwise disable them from using, Premium Services provided by third-party content providers.

C . **Nextel Direct Connect Usage.**

( 1 ) **Nextel Direct Connect Transmissions.**

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

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

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

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

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

2 . 3 **Upgrade Charges.** If Customer changes an Active Unit device to another device using Wireless Services, Sprint may charge Customer an upgrade charge per Active Unit changed.

2 . 4 **Reactivation Fee.** If Sprint terminates Service to a Corporate-Liable Active Unit as permitted under the Agreement or requested by Customer, Sprint may require payment of any outstanding account balance before Sprint reactivates Service to the affected Active Unit and Sprint may charge Customer a reactivation charge.

2 . 5 **Credits for Redialed Calls.** Sprint will provide Customer with an airtime credit of at least 1 minute for a call on a Corporate-Liable Active Unit that is: (a) placed while in an area covered by the Sprint Networks, (b) disconnected due to limitations of the Sprint Networks, and (c) redialed within 1 minute of disconnection. Customer must contact Sprint Customer Care within 24 hours of the disconnection and request credit for the call.

2 . 6 **Limitations Period.** Sprint will use commercially reasonable efforts to invoice Customer (a) for Domestic Services, within 180 days of the end of the monthly billing period in which Sprint provides the wireless Services and (b) for non-Domestic Services, within 180 days of the date Sprint receives an invoice from a foreign service provider. If Sprint fails to invoice Customer for the applicable Services before expiration of the applicable 180 days, Customer will not be required to pay those charges. Customer must notify Sprint in writing of any billing dispute about wireless Services within 180 days of the applicable invoice date. If Customer fails to notify Sprint within such 180 days, Sprint will not be required to reimburse or credit Customer for those charges.

3. **BILLING**

3 . 1 **Invoicing.** Unused Business Plan minutes and megabytes do not carry forward. In certain instances (e.g., Roaming charges), Sprint may invoice Customer for usage that occurred during a prior invoicing cycle, if not previously invoiced to Customer. When Sprint invoices for usage incurred during a prior invoicing cycle, those minutes count against minutes in the current invoicing cycle. Wireless Services billed according to a monthly flat rate may not include itemization. Sprint may bill Customer on behalf of third party providers of Applications that Customer accesses through wireless Products. Customer is responsible for all charges for wireless Products and Services associated with each Corporate-Liable Active Unit. For single payments to be applied across multiple account numbers, Customer must identify with its payment the specific amounts paid for each account number.

3 . 2 **Account Changes.** Customer-requested changes to Business Plans or Wireless Service options may not be effective until the following bill cycle. For Customer-initiated Wireless Service cancellations, Sprint will bill Customer for the entire month in which Wireless Service was cancelled. When Customer changes Business

Plans during a bill cycle, minutes and megabytes will be charged under the Business Plan in effect at the time the usage was incurred.

#### 4. PROVISIONING AND RETURNS.

4 . 1 **Nonconforming Products.** Customer must return nonconforming wireless Products within 30 days of receipt or Customer will be deemed to have accepted the Products. Customer may reject wireless Products or shipments that are visibly damaged or defective. Sprint will pay all reasonable ground transportation freight charges associated with returns under this Nonconforming Products Section.

4.2 **Returns.** For details on Sprint's return policy, please visit [sprint.com/returns](http://sprint.com/returns). Sprint may change its return policy form time-to-time without notice, provided that Customer will have a minimum of 14 days to return wireless Products.

4.3 **Cold Device Policy.** As consideration for Customer receiving a subsidy or discount off of the Manufacturer's Suggested Retail Price (MSRP) for wireless device, Customer agrees to activate the device for the applicable minimum Order Term. If Customer receives a subsidy or discount off of the MSRP for any wireless device and Customer retains the device beyond the applicable return policy period, then Customer must (1) activate the device on a valid Business Plan on its Sprint business account within 60 days of the date Sprint ships the device and (2) keep the device activated on its account for a minimum of 60 days. If Customer fails to comply with these requirements, Sprint reserves the right to invoice Customer for the amount of the subsidy or discount.

5. **INSURANCE & SERVICE CONTRACT.** Customer may purchase a bundled program of insurance (Equipment Replacement Program) and service contract (Equipment Service and Repair Program) that provides coverage to protect against loss, theft, damage or mechanical/electrical failure involving Customer's wireless Products (collectively the "Total Equipment Protection" or "TEP"). TEP may not be available for all wireless Products. If Customer purchases TEP, Sprint will waive repair fees under the service contract at the time of repair or replacement at a Sprint Service Repair Center. A per claim deductible will apply for approved insurance claims. Insurance is administered by third party insurers and not by Sprint. If Customer selects TEP coverage, Sprint will charge Customer a monthly insurance premium and service contract fee per covered wireless Product, and Sprint will remit the insurance premium portion to the third party insurer on Customer's behalf. Insurance is not subject to any discounts. Insurance claims must be submitted directly to the third party insurer. Terms of TEP coverage are available at the point of sale or in subsequent communications. If Customer does not purchase TEP coverage, Sprint reserves the right to charge a fee for repair to malfunctioning wireless Products and Customer will not be able to replace lost, stolen or non-repairable wireless Products without incurring costs. Customer may purchase the Equipment Replacement Program or the Equipment Service and Repair Program separately on a stand-alone basis.

#### 6. WIRELESS PRODUCTS AND SERVICES POLICIES.

6 . 1 **Lost or Stolen Wireless Product Policy.** If Customer's wireless Product is lost or stolen, Customer must notify Sprint Customer Care promptly to deactivate the Product. Customer is responsible for all Wireless Service charges associated with the Product before Customer notifies Sprint of the loss or theft. Sprint may require that Customer provide evidence of the loss or theft (e.g., a police report or affidavit). If the wireless Product is later found, Sprint may require Customer to exchange the wireless Product for another wireless Product before reactivating Wireless Service and, in such cases, Sprint will provide a replacement wireless Product of similar quality at Sprint's expense.

6 . 2 **Fraud Policy.** Sprint will notify Customer, and Customer will notify Sprint's Customer Care department promptly, of any suspected fraudulent use of wireless Products or Services. Customer will cooperate with Sprint in the investigation of the incident.

6 . 3 **Location Based Services.** If Customer downloads or accesses Location Based Services through Sprint wireless Products and Services, Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of Customer's Product(s) pursuant to the terms of the Location Based Service purchased by Customer. Customer must clearly, conspicuously and regularly notify all of its Employees using Corporate-Liable Active Units upon which Customer has enabled Location Based Services that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. **CUSTOMER WILL RELEASE SPRINT FROM ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF CUSTOMER'S USE OF LOCATION BASED SERVICES AND CUSTOMER'S FAILURE TO NOTIFY CORPORATE-LIABLE USERS OF CUSTOMER'S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON CORPORATE-LIABLE ACTIVE UNITS.** Location Based Services are not available on the Sprint 4G Network

6 . 4 **Premium Services Policies.** In certain instances, subject to the terms of the content purchased, Sprint may delete Premium and non-Premium items downloaded to storage areas controlled by Sprint, including any pictures, games and other content. Sprint may impose a dollar or other limit on Customer's use of Premium Services in a specific timeframe (month, week, day, or other time period) based on Customer's credit.

6 . 5 **Business Plans and Features.** Certain wireless Products require specific Business Plans for operation on the Sprint Networks or the Sprint 4G Network. Certain Business Plan, add-ons, features and equipment discounts

may not be available on all wireless Products. More information is available by contacting Customer's Sprint Account Representative.

## 7. WIRELESS SERVICE LIMITATIONS.

- 7 . 1 **Telephone Numbers and Portability.** Sprint may change the telephone number assigned to each Corporate-Liable Active Unit with reasonable prior notice for commercial reasons, such as fraud prevention, regulatory requirements and area code changes. Customer does not have any right of possession or title to any number, e-mail address or other identifier Sprint may assign to Customer's wireless Products or accounts. Customer may not modify, change or transfer any of these identifiers except as Sprint allows or as allowed for by law. Sprint will comply with any FCC-issued regulations that require Sprint to allow Customer to "port" or transfer its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on the Sprint Networks, Customer must provide information about the account with the other carrier, such as the account number, social security number or tax identification number, telephone number, 5 digit zip code and password, if applicable, and purchase wireless Products from Sprint. Until the port from the previous carrier is successful, the Sprint wireless Product will only be able to call 911 and Sprint Customer Care. Once the port is completed, Customer's old device will no longer work. **However, due to system limitations and issues outside Sprint's control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful.** If a transfer to Sprint is not successful, Customer may return any Sprint wireless Products within the return period to receive a credit, and Customer will lose or repay to Sprint any discounts or service credits provided with a returned Sprint wireless Product or cancelled Nextel Service or Sprint Service. If Customer transfers a number to another carrier before the end of any minimum term commitment, Customer may be subject to early termination fees.
- 7 . 2 **TTY Access.** TTY-capable wireless Products (also known as TDD or Text Telephone) may not function effectively when attempting 911 calls due to the limitations of the answering agency. A TTY-capable wireless device should not be relied on for 911 calls.
- 7 . 3 **Pay-Per-Call Services.** Sprint will not complete calls from any wireless Product to 900, 976 and similar numbers for pay-per-call services.
- 7 . 4 **International Call Blocking.** Sprint will block international calling capability unless Customer expressly requests such capability for a Corporate-Liable Active Unit.
- 7 . 5 **Caller ID.** Caller identification information may not be available for all incoming calls.
- 7 . 6 **911 or Other Emergency Calls.** For 911 calls, an emergency responder's ability to locate Customer through wireless Products and Services may be affected by various factors, including but not limited to, the type of wireless Product used, lack of a GPS-enabled device, geography or other factors such as the porting process. In some areas and depending on the equipment deployed by the local public safety answering point ("PSAP"), 911 calls may be routed to a state patrol dispatcher instead of the local PSAP. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. Enhanced 911 ("E911") service that is compatible with FCC technical requirements is not available in all areas due to PSAP equipment capabilities. Customer consents to Sprint's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, Customer's name, address, number, and the location of the user of the Service at the time of call.
- 7 . 7 **Use of Sprint Wireless Data Services.** For devices that allow multiple users to share one connection and subscription, the wireless performance may degrade as more users are added to the single device. Use of Sprint wireless data Services is subject to any storage, memory or other Product limitation. Network speeds (including, but not limited to, data delivery and latency rates) are estimates based on averages. Actual performance may vary, and no minimum speed is guaranteed. Wireless data Services may not be available when Roaming and are not currently available in certain portions of select market areas within the Sprint Networks. Customer acknowledges that use of certain wireless data Services, including some messaging services, may result in the disclosure to third parties of the user's email address and other information in connection with the user's Internet usage. As a result, Customer may receive advertising, warnings, alerts and other messages, including broadcast messages.
- 7 . 8 **Prohibited Network Uses.**
- A . **General.** Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited voice or data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation.
- ( 1 ) **Examples of Prohibited Voice Uses.** Sprint wireless voice Services are provided solely for live dialogue between, and initiated by, individuals. Sprint wireless voice Services may not be used for any other purposes, including but not limited to: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals.

( 2 ) **Examples of Prohibited Data Uses.** Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, “auto-responders” or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, “junk mail”, unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint’s Wireless Services or other parties’ Internet-based resources, including, but not limited to, “denial of service” (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Customer’s plan, (ii) 300 MB/month while Roaming for a plan equal to or greater than 5 GB/month in total or 100 MB/month while Roaming for a plan less than 5 GB/month in total, or (iii) a majority of kilobytes while Roaming; provided that Customer’s Wireless Data Connection Devices on “unlimited” Business Plans will not be subject to the total data usage limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint’s sole discretion, violates Sprint’s policy of providing Service for individual use.

**B. Unlimited Use Plans.** Unless specifically stated otherwise, wireless Products on “unlimited” Business Plans are subject to the Prohibited Network Uses in this section. Other Business Plan options for these types of Applications are available by contacting Customer’s Sprint Account Representative.

7 . 9 **Compatibility of Wireless Products and Services.** Wireless Products may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Service Provider Affiliate networks or in connection with Roaming agreements. Sprint phones have a software programming lock that protects certain of the handset’s operating parameters against unauthorized reprogramming. Information and eligibility requirements for obtaining the software program lock code for Customer’s Sprint phones are available at [www.sprint.com](http://www.sprint.com) or by calling 1-888-211-4727. Sprint does not guarantee current or future compatibility of wireless Products or Services with third party products or Applications. Apparent compatibility or notice from Sprint of compatibility is not a Sprint endorsement of a third party product or Application. Unless otherwise stated in the Agreement, Sprint may, in its sole discretion and at any time, disable or discontinue use of any third party product or Application with the wireless Products or Services.

#### 7 . 1 0 **Technology Evolution.**

A . In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its Networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace certain offerings or technologies. In such event, Sprint will undertake such replacement efforts in a customer-focused and commercially reasonable manner and will, throughout the process, provide its customers with periodic updates that provide relevant information.

B . As part of such technology evolution, Sprint reserves the right to migrate Customer from Products activated on the Nextel National Network to either a Sprint® Direct Connect® push-to-talk (“PTT”) Product, or a Customer-selected non-PTT Product, that runs on the Nationwide Sprint Network. Sprint will begin coordinating migration schedules with affected customers after the new technology becomes available, but Sprint intends to give at least 6 months prior notice before there is a complete shut-down of the Nextel National Network. Because there may be at least 6 months prior notice, in many instances Customer should have the ability to upgrade its existing devices to new or replacement devices under the then effective and applicable Sprint handset upgrade program. If Customer has any devices that are not eligible for upgrade under this handset upgrade program, the parties will discuss an alternative process for replacement of devices with devices that are compatible with the replacement technologies. If Sprint exercises its right to migrate Customer to a new technology under this provision, upon completion of such migration, the terms and provisions of the Agreement related solely to the Nextel products and services will terminate. In addition, the parties recognize that they may need to amend the Agreement to add new terms related to such successor technologies.

### 8. **DEFINITIONS.**

8 . 1 **“Active Unit” or “Line”** means an active piece of wireless Product.

8 . 2 **“Anytime Minutes”** means the voice minutes of use that are available in a Business Plan that may be used at anytime other than during Nights and Weekends.

- 8 . 3 **“Applications”** include email, and data, information and other wireless Internet services.
- 8 . 4 **“Business Plans”** means Sprint and Nextel wireless service plans for business customers. Certain Business Plan options are priced in the Agreement or Customer may select from any other available Business Plans, subject to the terms and pricing of that Business Plan.
- 8 . 5 **“Corporate-Liable Active Unit”** or **“Customer Line”** means an Active Unit (a) activated by Customer for Customer’s end use, (b) enrolled in a Business Plan, and (c) for which Customer is financially liable.
- 8 . 6 **“Domestic Roaming”** means Roaming on networks within the United States, Puerto Rico and U.S. Virgin Islands where Sprint has a roaming relationship with the carrier.
- 8 . 7 **“Employee”** means a person in the service of Customer and from whom Customer withholds FICA (Federal Insurance Contributions Act) contributions from such person’s gross pay.
- 8 . 8 **“Individual-Liable Active Unit”** or **“Employee Line”** means an Active Unit activated by an Employee and for which the Employee is financially responsible.
- 8 . 9 **“Location Based Service”** means any Service or Application that uses, accesses, tracks or discloses the location of an Active Unit.
- 8 . 1 0 **“MRC”** means monthly recurring charge.
- 8 . 1 1 **“Nationwide Sprint Network”** means the Sprint-owned or controlled CDMA/1xrtt wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 8 . 1 2 **“Nextel Device”** means a Product that uses the Nextel National Network for Nextel Direct Connect service, including a PowerSource device.
- 8 . 1 3 **“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 . 1 4 **“Nextel Services”** means wireless Services provided by Sprint on the Nextel National Network using iDEN technology.
- 8 . 1 5 **“Nights and Weekends”** means Monday through Thursday 9:00 p.m. to 7:00 a.m. and Friday 9:00 p.m. to Monday 7:00 a.m., unless either the Nights and Weekends at 6pm option or Nights and Weekends at 7pm option is selected. **“Nights and Weekends at 6pm”** means Monday through Thursday 6:00 p.m. to 7:00 a.m. and Friday 6:00 p.m. to Monday 7:00 a.m. **“Nights and Weekends at 7pm”** means Monday through Thursday 7:00 p.m. to 7:00 a.m. and Friday 7:00 p.m. to Monday 7:00 a.m. The time used to determine Nights and Weekends eligibility is the local time where the wireless Product is located when an inbound or outbound call originates.
- 8 . 1 6 **“Premium Services”** means downloads and Applications, such as games, ringers and screen savers, available through wireless data Services that are above and beyond basic data usage.
- 8 . 1 7 **“Roaming”** means voice or data service provided on another wireless carrier’s network through agreements established by Sprint.
- 8 . 1 8 **“Smartphone”** is a wireless Product designated by Sprint as a Smartphone, with an advanced operating system, that offers more advanced computing ability and connectivity than a traditional feature phone.
- 8 . 1 9 **“Sprint 4G Network”** means the wideband OFDM technology, including WiMax, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.
- 8 . 2 0 **“Sprint 4G Services”** means functionality provided by Sprint that either provides data transport on the Sprint 4G Network or allows for the use of Applications related to the Sprint 4G Network.
- 8 . 2 1 **“Sprint Device”** means a Product that uses the Sprint 3G Network for Nextel Direct Connect service.
- 8 . 2 2 **“Sprint 3G Network”** means the Sprint-owned or controlled CDMA/EV-DO wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 8 . 2 3 **“Sprint Networks”** includes the Nationwide Sprint Network, the Sprint 3G Network, and the Nextel National Network.
- 8 . 2 4 **“Sprint Service Provider Affiliate”** means an entity that has entered into an arrangement with Sprint to construct wireless network coverage, perform operational functions in defined geographic areas, and provide mobile wireless telecommunications products and services under the “Sprint” service marks or any other service marks subsequently used by Sprint. **“Sprint Service Provider Affiliate Market”** means the regions of the United States covered by Sprint Service Provider Affiliates.
- 8 . 2 5 **“Sprint Services”** means wireless Services provided by Sprint and authorized Sprint Service Provider Affiliates on the Nationwide Sprint Network or Sprint 3G Network using CDMA technology.

- 8 . 2 6 **“Wireless Data Connection Device”** means a mobile broadband card, USB modem, embedded modem, or a phone subscribed to a phone as modem Business Plan.
- 8 . 2 7 **“Wireless Services”** includes Nextel Services, Sprint Services, and Sprint 4G Services.

**ATTACHMENT B  
SPRINT DATA LINK  
PRODUCT ANNEX**

DIR Contract No. DIR-SDD-1780 (“Agreement”) and the following terms and conditions in this Sprint Data Link Product Annex (“Annex”) under which Customer is purchasing Sprint Data Link, and the agreement (“Wireline Agreement”) under which Customer purchased wireline services from Sprint needed to operate Sprint Data Link (if purchased from Sprint), govern Sprint’s provision of Sprint Data Link to Customer. Terms not otherwise defined herein will have the meanings set forth in the Agreement, and Wireline Agreement. **In the event of any conflict in contractual terms, the terms of DIR Contract No DIR-SDD-1780 will control. The scope of this Sprint Data Link service does not entail a statewide connection.**

**1 . DESCRIPTION**

1 . 1 . Sprint Data Link requires a dedicated connection between the Sprint 3G Network or Sprint 4G Network and Customer’s wireline network. Customer has three options for this dedicated connection: MPLS VPN, IP VPN or SprintLink Frame Relay. A Wireless Data Connection Device, certified OEM (Original Equipment Manufacturer) data device or certified telemetry device is used to connect wirelessly to Customer’s wireline network. Customer must have MPLS VPN, IP VPN or SprintLink Frame Relay services under the Wireline Agreement or through another provider acceptable to Sprint, in Sprint’s sole discretion.

1 . 2 . Connection from the wireless device is established through a user name and password-protected login. Keying on the domain portion of the user name – for example, @yourcompany.com – the Sprint AAA (Authentication, Authorization and Accounting) Server proxies authentication to the AAA Server hosted by Sprint, or to the AAA behind Customer’s firewall through a secure VPN tunnel or SprintLink Frame Relay PVC that’s established between the Sprint 3G Network or Sprint 4G Network and the Customer’s wireline network. Once the AAA Server completes device authentication, Sprint assigns an IP Address to the device. Wireless access to Customer’s network is then available via the VPN or SprintLink Frame Relay PVC.

**2 . IMPLEMENTATION OPTIONS; USAGE**

2 . 1 . Customer must choose either the Sprint Data Link via MPLS VPN, IP VPN or the Sprint Data Link via SprintLink Frame Relay. If Customer purchases either of these connections from Sprint, Customer must execute the separate Wireline Agreement for that connection. Pricing and terms and conditions for MPLS VPN, IP VPN or SprintLink Frame Relay are described under the separate terms of Customer’s Wireline Agreement.

2 . 2 . Once the Wireline Agreement and Agreement are executed, Sprint will start the implementation process designed to support the Sprint Data Link component of Customer’s services. During this process, the Sprint Business Implementation Management team will work with Customer to develop an implementation timeline that will be jointly agreed to prior to the execution of the implementation process. This timeline will include target delivery dates for all service components. Customer may be responsible for implementation charges.

**Option 1 - Sprint Data Link via IP VPN**

This Service will allow Customer to connect its network with the Sprint 3G Network or Sprint 4G Network via IPSec VPN over the Internet. Sprint uses the IPSec protocol to encapsulate Customer’s data in secure IP packets for transport across the Internet. Customer’s data will also be encrypted using the 3DES encryption algorithm. Customer must have a VPN appliance that is capable of terminating IPSec protocol, and AAA Server running RADIUS, and Internet Access.

**Option 2 - Sprint Data Link via SprintLink Frame Relay**

This Service will allow Customer to connect its network to the Sprint 3G Network or Sprint 4G Network by using a SprintLink Frame Relay virtual circuit (PVC).

**Option 3 - Sprint Data Link via MPLS VPN**

This Service will allow Customer to connect its network to the Sprint 3G Network or Sprint 4G Network via a network based IP VPN across Sprint’s IP/MPLS backbone.

2 . 3 . Use of Sprint Data Link requires certain certified devices and software, including Wireless Data Connection Devices, Sprint SmartView (“SSV”) and Sprint Connection Manager (“SCM”) Software, which are subject to software, memory, storage or other limitations. Customer already has the relevant devices and software that is capable of Sprint Data Link operation. Not all applications and services work, or work the same, on all Sprint Data Link enabled devices.

2 . 4 . In the standard implementation, Sprint Data Link is not available when roaming off the Sprint 3G Network or Sprint 4G Network. If Customer chooses to use the Sprint Data Link in a roaming environment, Customer is responsible for protecting its own information and for its own privacy. Sprint is not responsible for any lost Customer data, information, or materials while roaming in a non-Sprint network. The Customer agrees that Sprint is not responsible for any breach of corporate information while using Sprint Data Link when roaming.

2 . 5 . Sprint is not responsible for any opinions, advice, statements, services applications or other information provided by third parties and accessible through Sprint Data Link. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through Sprint Data Link. Sprint is not responsible for any lost Customer data, information, or materials. Customer is responsible for evaluating such content. Connections to the Internet via Sprint Data Link may result in the disclosure to others of the user's email address and other personal information. Customer is responsible for protecting its own information and for its own privacy and acknowledges that due to such disclosures, its users may receive advertising, warnings, alerts and other messages, including broadcast messages.

### 3 . IP ADDRESSING OPTIONS; SPRINT HOSTED AUTHENTICATION SERVICE

3 . 1 . **Customer Specific IP Addresses.** Customer can designate a range of private IP Addresses to be assigned to their mobile users. Sprint offers either static IP addresses or dynamic IP addresses.

- A . Static IP Address. Each time a Wireless Data Connection Device authenticates and connects to the Sprint 3G Network or Sprint 4G Network, the Sprint 3G Network or Sprint 4G Network will assign the same IP Address to the device from the designated range.
- B . Dynamic IP Address. Each time the Wireless Data Connection Device authenticates and connects to the Sprint 3G Network or Sprint 4G Network, the Sprint 3G Network or Sprint 4G Network will dynamically assign an IP Address to the device from the designated range. The IP address is released back to the customer specific IP Address pool upon disconnection from the Sprint 3G Network or Sprint 4G Network.

3 . 2 . **Sprint Data Link - Hosted RADIUS Authentication Service.** Sprint's Hosted RADIUS Authentication service provides Customer a hosted username and password management solution for their remote access users. Remote users authenticate on one of two redundant Sprint AAA servers while remote access administrators facilitate username/password management, of multiple transports types, on a single Sprint hosted Remote Access Authentication System (RAAS) or tool. Authentication database – Native RADIUS, Active Directory, LDAP, any SQL-based solution.

- A . Redundant Sprint AAA servers are located in Lenexa, KS. and Lee Summit, MO. The RAAS application is Oracle based and is located in a highly secure strong DMZ environment in Lenexa, KS.
- B . Authentication administrators through the RAAS system will have the ability to:
  - (1) Change passwords for existing users
  - (2) Control the addition and deletion of users (up to the maximum limit purchased)
  - (3) Control RADIUS authentication via policy management and profile groups
  - (4) Reset forgotten passwords
  - (5) Sprint provides authentication administrators RAAS Tier 1 support for application questions
  - (6) Sprint maintains the server infrastructure providing both AAA RADIUS authentication and username/password management (RAAS)

4 . **PARTIES' RESPONSIBILITIES.** In addition to the parties responsibilities outlined in the Agreement, the parties **commit** to the following:

#### 4.1 Customer must:

- A . Provide a Customer-owned, ARIN-registered domain (e.g., acme.com) for designating routing through the Sprint 3G Network or Sprint 4G Network;
- B . If Customer does not subscribe to Sprint's Hosted RADIUS Authentication service, Customer must provide a AAA server that runs the RADIUS protocol and support RADIUS (UDP port 1812-auth and 1813-accounting) and MD5 CHAP AAA service must either utilize public IP addresses or NAT. Sprint Data Link must utilize either (i) public IP addresses or (ii) NAT;
- C . Provide and provision user profiles (usernames and passwords) on Sprint or Customer-provided AAA server. Customer will also be responsible for configuring their AAA server;
- D . Provide a VPN termination appliance or appliances that can support two IPSec connections (VPN Option only);
- E . Provide a connection from VPN appliance or appliances to the Internet (VPN Option only);
- F . Configure their VPN appliance or appliances to establish two IPSec tunnels to Sprint's redundant VPN gateways (VPN Option only);
- G . Configure their AAA server, internal routers, router(s), and firewall as part of the initial set up of Sprint Data Link. Customer will exchange AAA shared secret values with Sprint in order to set up proxy authentication between AAA servers;

- H . Provide a designated contact person(s) to meet with Sprint as needed to discuss issues relating to Sprint Data Link and appropriate subject-matter experts and/or administrators of the VPN appliance, Frame Relay Access Device ("FRAD"), the AAA server, internal router, and Customer firewall. Administrators will be readily available to assist Sprint in the setup and troubleshooting of any bugs or issues. If necessary, Customer will also be responsible for escalating to any vendor of Customer equipment in the case that Customer subject-matter experts are unable to configure a device or resolve an issue or bug;
- I . Make the appropriate subject-matter experts available and be responsible for providing contact information for those individuals; and
- J . Configure its network system to allow Sprint to authenticate the Wireless Data Connection Device, certified OEM (Original Equipment Manufacturer) data device or certified telemetry device to allow access to Customer's application systems to be wirelessly accessed by Customer's end-users.

**4.2 Sprint will provide:**

- A . SprintLink Frame Relay port and PVC or MPLS VPN port, local access and router (the routers will be available for lease or purchase), as needed and as agreed to in the Wireline Agreement unless Customer provides its own, Sprint-approved connection;
- B . Up to two appropriate resources for deploying and supporting Sprint Data Link;
- C . Issue tracking during implementation;
- D . Process for Customer to contact deployment and support personnel;
- E . Instruction and guidance on the configuration of the VPN appliance, FRAD, AAA server, firewall, and users; and
- F . A customized copy of the Sprint Connection Manager software.

**5 . SPRINT SMARTVIEW and SPRINT CONNECTION MANAGER SOFTWARE**

**5.1 Ownership.** SSV and SCM Software are the property of or licensed to Sprint. Sprint retains all rights, title and interest in and to the SSV and SCM and any copies thereof, including all improvements, updates, modifications, or enhancements to the SSV and SCM (including any changes which incorporate any ideas, feedback or suggestions of Customer). All rights not specifically granted to Customer herein will be reserved to Sprint.

**5.2 License Grant.** Sprint grants Customer a temporary, nonexclusive, nontransferable, revocable license to use SSV or SCM and associated applications solely for the Services provided under the Agreement during the term thereof. Any other use of the SSV or SCM and associated applications is expressly prohibited.

**6 . CUSTOMER RESTRICTIONS**

**6.1 Customer will not:**

- A . Modify, translate, adapt, reverse engineer, decompile, disassemble, or otherwise translate or create derivative works based on Sprint Data Link, SSV or SCM, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Sprint).
- B . Use Sprint Data Link, SSV, or SCM to provide any facility management, time sharing, service bureau, or other similar services to third parties.
- C . Rent, lease or sublicense Sprint Data Link, SSV, or SCM to a third party. Any attempted rental, lease or sublicense in violation of this Agreement will be void.
- D . Release benchmarks or other comparisons of Sprint Data Link or distribute, disclose, market, or transfer any information (i) relating to the results of Customer's use of Sprint Data Link including the performance, function, use or quality of Sprint Data Link, or the existence of defects, bugs, or deficiencies of any kind in Sprint Data Link; or (ii) contained in any documentation, report, or questionnaire of Sprint.

**7. SPRINT DATA LINK SUPPORT MODEL**

**7.1 Customer Support (Tier 1)**

- A . If a user of Sprint Data Link has a problem accessing the Customer's enterprise systems, that user must first contact the Customer's help desk or support group per the procedures outlined and communicated during initial rollout of Sprint Data Link.
- B . Customer will provide Tier 1 support for its users of Sprint Data Link including: taking the initial call, gathering critical information, and initiating the triage process. If triage is unsuccessful, then the designated help desk or support group should escalate via a phone call to the Sprint Tier 2 Technical Support group for additional support.

## 7.2 Sprint Customer Solutions Support (Tier 2)

- A .** The Sprint Tier 2 Technical Support group will receive calls from the designated Customer Help Desk or support group personnel. This support model establishes a single point of communication and ensures customer Help Desk or support group personnel are aware of the status of any open issues and can implement any ad-hoc triage plans or processes. The Sprint Tier 2 specialist will act as a liaison to the technical support personnel who will work to resolve any and all open issues based on their assigned severity levels.
- B .** If Customer's Help Desk or support group personnel experiences problems or are unable to triage any issues with the Sprint Data Link product, they will need to contact the Sprint Tier 2 Technical Support group via a telephone call to communicate the issue and open a trouble ticket. Sprint Tier 2 Technical Support is available 24 hours a day, seven days a week for Sprint Data Link support at the Sprint-provided technical support contact numbers.
- C .** When Customer calls the Customer Service Center (CSC), the following information will need to be provided (at a minimum):
- (1) What is Customer's name?
  - (2) Is the caller available 24X7? If not is there an alternate contact?
  - (3) Contact's phone number
  - (4) What type of problem is the Customer having?
  - (5) What Sprint Data Link, SSV, or SCM software version is the Customer using?
  - (6) How many users are affected?
  - (7) What error message is being described? If none describe symptom
  - (8) Describe the troubleshooting steps taken
  - (9) Is the activation greater than 36 hours?
  - (10) Is the Customer trying to connect by pressing "Connect" or "Go" on the Sprint Data Link, SSV, or SCM software and the error then occurs? Or are they trying to log into a specific application after they have been connected and then receive the error?
  - (11) What data activities were you able to perform?
  - (12) Number of failed attempts?
  - (13) Computer or device type?
  - (14) Call direction – stationary or moving?
  - (15) What is the user's realm? (information after the "@" sign)
  - (16) What type of Wireless Data Connection Device, certified OEM (Original Equipment Manufacturer) data device or certified telemetry device are you using?
- D .** The Sprint Tier 2 Technical Support Specialist will provide Customer the assigned severity code for the issue, a ticket number, and information regarding when you will be contacted next and by whom. If the call is not your initial one, please have your existing trouble ticket number available for the Sprint Tier 2 Support Specialist.

## ATTACHMENT C

### SPRINT MACHINE-TO-MACHINE SERVICES PRODUCT ANNEX

DIR Contract No. DIR-SDD-1780 ("Agreement") and the following product-specific terms and conditions in this Sprint Machine-to-Machine Services Product Annex ("Annex") govern Sprint's provision and Customer's use of Sprint Machine-to-Machine Services ("M2M"). Capitalized terms are defined in section 8 ("Definitions") if not otherwise defined in the Agreement.

#### 1 . RELATIONSHIP OF THE PARTIES

**1 . 1 Customer and End Users.** Sprint will provide and sell M2M Services to Customer, and Customer will purchase M2M Services from Sprint under the terms and conditions set forth in the Agreement . Sprint authorizes Customer to use and sell M2M Services as a Bundled Service as more fully described in the Agreement. No provision of the Agreement will be construed as vesting in Customer any control whatsoever in any facilities and operations of Sprint, including the Facilities, or the operations of any Sprint Affiliate or contractual third party of Sprint. Customer will not represent itself as an FCC, federal, or state certified licensee for Sprint by reason of the Agreement. Customer will not enter, directly or indirectly, into any agreement or other arrangement with a third party that gives the third party any rights to purchase M2M Service for resale to other parties. Customer may not market or sell M2M Services as a standalone service but instead must market and sell M2M Services as part of the Bundled Service. Further, Customer may not invoice End Users separately for M2M Services but instead must incorporate the cost of M2M Services as part of the Bundled Service. Customer determines the price of the Bundled Service in Customer's sole discretion.

**1 . 2 Brand Restrictions.** Customer may market and sell the Bundled Service only under service marks, trademarks, and trade names that are owned, controlled, or licensed by Customer. Customer recognizes Sprint's ownership of service marks, trademarks, and trade names used in connection with the service and products sold by Sprint and Sprint Affiliates ("**Sprint Marks**"). Customer will not engage in any activities or commit any acts, directly or indirectly, that contest, dispute, or otherwise impair Sprint's or Sprint's Affiliate's rights in the Sprint Marks. Except as specifically agreed in writing, nothing in the Agreement grants to Customer the right to use any Sprint Mark or any service mark, trademark, or trade name that is confusingly similar to or a colorable imitation of any Sprint Mark, including in any of Customer's advertisements, and will not incorporate the Sprint Marks into any service mark, trademark, or trade name used or developed by Customer. Upon Sprint's request, Customer will provide to Sprint any materials using the Sprint Marks for Sprint's review to determine compliance with this requirement. The limitations of liability contained in the Agreement do not apply to Customer's violations of this section 1.2. If Customer violates or threatens to violate this section, Sprint may exercise any right or remedy under the Agreement and any other right or remedy that it may have (now or hereafter existing) at law, in equity, or under statute. In the event that Customer violates or threatens to violate this section, it may not raise the defense of an adequate remedy at law.

**1 . 3 Relationship to Pricing.** The provisions of this section 1 and the applicable pricing attachment(s) to the Agreement are not severable.

#### 2 . SCOPE OF SERVICE

##### 2 . 1 Limitation on Scope of M2M Service

**A . General.** Customer agrees that (i) M2M Services are available to M2M Devices only within the operating range of the Sprint Networks or the Sprint 4G Network; and (ii) M2M Services may be temporarily refused, interrupted, curtailed, or otherwise limited because of transmission limitations caused by any factor, including atmospheric, environmental, or topographical conditions; concentrated usage or capacity constraints; Facilities limitations or constraints; or Facilities changes, modifications, updates, relocations, repairs, maintenance, or other similar activities necessary for the proper or improved operation of the Facilities. Sprint is not liable to End Users with respect to any claim or damage related to or arising out of or in connection with (i) any coverage gap or (ii) any M2M Service refusal, interruption, curtailment, or other limitation provided above.

**B . Data Services.** Sprint is not a publisher of third party content that can be accessed through M2M Services. Sprint is not responsible to End Users for any content, including information, opinions, advice, statements, or services that are provided by third parties and accessible through M2M Services or any damages resulting therefrom. Sprint does not guarantee the accuracy, completeness, or usefulness of information that is obtained through the M2M Services. Sprint makes no representations or warranties regarding the provider, scope or nature of the content, or services that will be available through M2M Services.

**2 . 2 Coverage Maps.** M2M Services are available within the operating range of the applicable Sprint Network, which is depicted on the coverage maps available at [www.sprint.com](http://www.sprint.com). Network coverage maps are good faith approximations of outdoor coverage; actual coverage area may vary. Sprint is not liable to End Users for any claim or damage related to or arising out of or in connection with any map information, including the accuracy thereof.

**2 . 3 MDN.** Sprint will assign mobile dialing numbers ("**MDN**") to M2M Devices.

**2 . 4 Billing.** Sprint will bill Customer as set forth in **the Agreement** . Customer expressly acknowledges that some charges incurred in a billing cycle may not appear on the invoice for that billing cycle and that those charges may appear on

subsequent invoices. Unless otherwise stated, Sprint will prorate old and new service plan charges based on the date of change if Customer changes service plans during an invoicing cycle.

**2 . 5 Data Pooling.** If data pooling is allowed in a service plan, then the monthly data allowances of all M2M Devices in the same Pooling Group are added together, and then each M2M Device uses the data on a first come, first served basis. Once all of the data in the Pooling Group is used for the billing period, then Sprint will charge overage to each M2M Device that uses excess data at that specific M2M Device's overage rate.

**A. Changing Plans.** If an M2M Device changes plans in the middle of a billing period and the new plan is in a different Pooling Group, then that M2M Device's data allocation from the new plan pools with the new Pooling Group, and that M2M Device's data usage from that point forward pulls from the new Pooling Group's data allocation. If that M2M Device had overages before Customer changed plans, then Sprint will charge overages at the previous plan's overage rates but any overages incurred after the plan change will be charged at the new plan's overage rate. Customer is allowed only 1 plan change per M2M Device per billing period.

### **3 . CUSTOMER'S RIGHTS AND OBLIGATIONS**

#### **3 . 1 Devices From Third Parties**

**A . Acquisition.** Unless specifically provided for otherwise in the Agreement, Customer will be responsible for making its own arrangements to purchase M2M Devices from a third party. Customer will procure and maintain throughout the Term, adequate and appropriate insurance to insure the M2M Devices while they are in transit to or from Sprint or in Sprint's possession. Sprint will not be responsible for the M2M Devices.

**B . Compatibility.** Customer and End Users will use only M2M Devices that comply with (i) Sprint's requirements for compatibility of devices with the M2M Services and the Facilities, including the successful completion of Sprint's device certification process; and (ii) all applicable FCC, federal, or state requirements for compatibility of devices with the M2M Services and the Facilities. If any device used by an End User does not comply with the standards set forth in this section 3.1.B, Customer will immediately terminate the Bundled Service to such device. If Sprint becomes aware that any device used by Customer or an End User does not comply with the standards set forth in this section, Sprint may immediately suspend or terminate the M2M Services used by such device.

**C . No Sprint Responsibility for Customer Devices.** Sprint is not responsible to Customer or any End User for the operation, testing, maintenance, transportation, handling, transfer, loading, or unloading of any M2M Devices procured from any party other than Sprint at any time. Sprint is not required to make any changes, modifications, or additions to its equipment, operations, or Facilities to accommodate Customer or the M2M Devices provided by Customer.

**D . Provision of ESN.** Before Customer makes M2M Devices available to End Users in connection with providing the Bundled Service, Customer will provide to Sprint the ESN for each M2M Device.

**3 . 2 Customer's Responsibility and Liability.** Customer is responsible and liable for all services necessary to provide the Bundled Service, such as End User credit verification, billing, collection, customer service and support, and all risks and expenses in connection with, related to, or arising out of the provision of the Bundled Service. Customer will not direct any End Users to Sprint for any customer care issues. Customer will report any trouble with respect to the M2M Services to Sprint only upon reasonable verification that the trouble is due directly to issues with the M2M Services and not to elements or conditions within the reasonable control of Customer. Customer will not make any representation, warranty, or covenant to any End User that would misrepresent or conflict with the Agreement. Customer may provide written terms and conditions of service to End Users.

**3 . 3 Customer's Responsibility for Fraud.** Customer will promptly notify Sprint Customer Care of any suspected fraudulent use of wireless Products or Services. Also, Customer will promptly notify Sprint Customer Care if an M2M Device is lost or stolen. Customer is responsible for all costs and procedures associated with End User fraud, such as subscription fraud, fraud associated with the use of the Bundled Service, or usage on lost or stolen M2M Devices that Customer fails to deactivate, as well as cloning or network fraud, or fraud occurring in connection with Customer's agents, employees, or representatives, such as employee-related theft. Replication or cloning of physical access devices or electronic identifiers to enable multiple sessions is prohibited. At any time for fraud management, Sprint can suspend or vary the M2M Services immediately and without prior notice. In the case of suspected fraud, Sprint will attempt to contact Customer before interrupting M2M Services. Customer will cooperate with Sprint in the investigation and resolution of the incident.

**3 . 4 Interference.** Customer's agents, employees, representatives, and End Users may not interfere with the Facilities, the Sprint Networks or Sprint 4G Network, or the M2M Services in a way as to impair the quality of service provided by Sprint to its customers. Notwithstanding this prohibition, upon discovery of interference by either Sprint or Customer, the party discovering the interference will promptly notify the other party, and Customer will promptly order the agent, employee, representative, or End User to cease the act(s) constituting the interference. Sprint, concurrent with notice to Customer, may suspend or terminate the M2M Services to Customer or the End User and require Customer to take appropriate action to eliminate the use or interference by Customer, the agent, employee, representative, or End User.

**3 . 5 Responsibility for Customer's Vendors/Contractors.** Customer may request that Sprint work with one or more of Customer's vendors or contractors in order for Sprint to help facilitate Customer's provisioning of the Bundled Service,

and if Sprint works with such vendor or contractor, in all such cases Customer is responsible for the actions of such vendors or contractors.

### 3 . 6 Privacy

**A.** To the extent an M2M Device involves a location-based service, Customer must ensure that each End User is properly notified in accordance with the CTIA Best Practices and Guidelines for Location-Based Services, which can currently be found at [http://files.ctia.org/pdf/CTIA\\_LBS\\_Best\\_Practices\\_Adopted\\_03\\_10.pdf](http://files.ctia.org/pdf/CTIA_LBS_Best_Practices_Adopted_03_10.pdf).

**B.** Customer (a) is fully responsible for any unauthorized collection, access, disclosure, and use of information relating to End User's use of the M2M Device including, without limitation, location information; (b) will implement administrative, physical, and technical safeguards to protect the same; (c) will maintain an up-to-date privacy policy that fully explains (i) what information it collects about its End Users, (ii) how it uses that information, (iii) how it secures that information, and (iv) to whom it discloses that information; and (d) will comply with all applicable laws, including without limitation data security, privacy, marketing, and consumer protection laws. Sprint does not represent or warrant, and nothing in this Agreement shall be construed to mean, that any Sprint Products or Services will put or keep Customer in compliance with any laws, rules, or regulations.

**4 . MODIFICATIONS.** Sprint may, in its sole discretion, change or update the Facilities or Sprint's operations, equipment, software, procedures, or services. Sprint will not be liable to Customer or to End Users if those modifications, changes, or updates require changes to, updates of, or modifications of M2M Device, other devices, or other products, accessories, systems, or procedures.

**5 . EARLY TERMINATION BY SPRINT.** If Sprint ceases to be licensed by a Governmental Authority to provide M2M Services and such event would materially impact Sprint's ability to provide M2M Services to Customer, Sprint may terminate the Agreement in its entirety without any liability by giving Customer at least 30 days' prior written notice.

### 6 . DEFINITIONS

**6 . 1 "Bundled Service"** means the service provided by Customer to End Users under Customer's label, brand, and marks, utilizing the M2M Services provided to Customer by Sprint under the Agreement in connection with the unique services provided by Customer as more specifically described in the Agreement.

**6 . 2 "End User"** means Customer or any other person or entity using the Bundled Service.

**6 . 3 "ESN"** means the electronic serial number for each M2M Device in a form satisfactory to Sprint.

**6 . 4 "Facilities"** means the telecommunications switching equipment, cell site transceiver equipment, connecting circuits, software, and other equipment installed, maintained, expanded, modified, or replaced by Sprint to provide M2M Services.

**6 . 5 "FCC"** means the Federal Communications Commission or any successor agency.

**6 . 6 "M2M Services"** means the data only service that operates on the Sprint Networks or the Sprint 4G Network that allows machines to transport data to other machines in a predetermined process provided to Customer by Sprint as described in the Agreement.

**6 . 7 "MDN"** means a mobile device number assigned to an M2M Device by Sprint under the Agreement.

**6 . 8 "Sprint 4G Network"** means the wideband OFDM technology, including WiMax, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.

**6 . 9 "Sprint Networks"** means the Nationwide Sprint Network, Sprint 3G Network, and/or Nextel National Network used by Sprint to provide the M2M Services.

**6 . 1 0 "M2M Device"** means a device that operates on the Nationwide Sprint Network, Sprint 3G Network, Sprint 4G Network, or the Nextel National Network; that has been approved and certified by Sprint for use in an M2M Services; and that has been integrated, by Customer, into the Bundled Service in a manner that has been approved by Sprint.