

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL WORKSHOP**  
**JANUARY 13, 2009 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Joint Purchase of Wireless Services with Nextel / Sprint Solutions	✓ Resolution Ordinance Motion Discussion Only	Judy Buttny Finance Director

**SYNOPSIS**

A resolution has been prepared to authorize execution a one year contract, with three one year renewal options, for the purchase of wireless services with Nextel/Sprint Solutions.

**STRATEGIC PLAN ALIGNMENT**

The Five Year Plan Goals for 2008-2013 identified *Exceptional Municipal Organization*. An objective of this goal is *Financially Sound and Sustainable Village Government*.

**FISCAL IMPACT**

The FY09 Municipal Budget includes \$82,000 in the General Fund for this expenditure.

**RECOMMENDATION**

Approval on the January 13, 2009 consent agenda.

**BACKGROUND**

At present, Village staff currently has 187 cellular phones. On average, staff uses approximately 77,000 cellular phone minutes per month. For the past several years, the Village has purchased wireless communication services from Nextel. Nextel has traditionally provided the Village with a variety of services including the following:

- Cellular phone services
- Directory assistance
- Text messaging
- Push-to-Talk services
- Data and third party services
- Phone and equipment purchases and replacements

Currently, the Village pays approximately \$104,000 for these services. As part of an on-going effort to reduce expenses and improve operating efficiencies, staff reviewed the costs and services currently being provided by Nextel and examined other wireless service providers.

Nextel/Sprint Solutions and Verizon are both vendors participating in the State of Illinois joint purchasing contract for wireless communication services. These are the only vendors participating in the state contract that offer push-to-talk service. Staff solicited proposals from both of these vendors. Verizon's proposal was similar to the Village's current plan.

The proposal from Nextel/Sprint offers enhancements to the wireless services and a reduction in costs from the current plan. Under the proposed contract the Village will pay approximately \$85,000 for the

first year of service and approximately \$95,000 per year for subsequent years. Some of the cost savings will be due to a reduction in the number of phones and changes to the way staff uses their phones. In addition to the Village's current services, the additional benefits provided in the proposed contract include the following:

- 25% discount on monthly recurring charges
- Mobile to mobile cellular calling within the Sprint/Nextel networks at no cost
- Free night and weekend minutes beginning at 7pm
- Shared pool of minutes between all devices
- Included nationwide long distance
- Unlimited Direct Connect minutes
- \$39.99 per month Connection Card Plan

Two additional incentives offered separate from the contract, but as part of a Wireless Field support offer (see attached letter), are:

- 2 months free service (approximately \$13,000 value)
- New phones will be provided at no cost

**ATTACHMENTS**

Resolution

Letter

Contract

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND NEXTEL/SPRINT SOLUTIONS**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,  
as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and Nextel/Sprint Solutions (“Nextel/Sprint”), for government wireless services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk



**Sprint Nextel**  
300 Park Blvd, Suite 100  
Itasca, IL 60143  
Office: (847) 343-0397 Fax: (877) 439-5602

**Josh Howell**  
Account Manager - Public Sector

November 24<sup>th</sup>, 2008

Terri Tarka  
Purchasing Assistant  
Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, IL 60515

Terri:

Please accept this letter as a summary to the new, 1 year contract (with 3, 1 year renewal options) between the Village of Downers Grove and Sprint Nextel Communications. Elements of the new agreement will include:

- 25% discount on monthly recurring charges
- New Business Essentials Package
  - Mobile to mobile cellular calling within the Sprint Nextel networks at no cost
  - Free night and weekend minutes that begin at 7:00pm
  - Shared pool of minutes between all devices
  - Included nationwide long distance
  - Unlimited Direct Connect minutes
- \$39.99 per month Connection Card Plan

Independent of the contract is a project managed by Wireless Field Support. If accepted by the Village the Support offer will extend:

- (2) months of free service
- No cost equipment refresh (choice of i880, i580, i576, or i335 models)

Please advise if you need further detail.

Regards,

Josh Howell  
Account Manager - Public Sector  
Sprint Nextel Communications  
300 Park Blvd  
Suite 100  
Itasca, IL 60143

**GOVERNMENT WIRELESS SERVICES AGREEMENT**  
**Agreement #BSG0811-0335**

THIS GOVERNMENT WIRELESS SERVICES AGREEMENT is made between **Sprint Solutions, Inc.** as contracting agent for the affiliated Sprint and Nextel entities providing the Products and Services ("Sprint"), and **Village of Downer's Grove, Illinois** ("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 Sprint Products or Services is also governed by the applicable Product and Service annexes attached to this Agreement or accessible from the Rates and Conditions Website.

**1.3 Order of Precedence.** Customer's solicitation for proposals and Sprint's response (if any) are incorporated into the Agreement by this reference. If a conflict exists among provisions within the documents that form the Agreement, the following order of precedence will apply: (a) this Agreement, including all relevant attachments; (b) posted or referenced terms; (c) Sprint's response to Customer's request for proposal or similar solicitation (if any); and (d) Customer's solicitation (if any). Furthermore, specific terms will control over general provisions and negotiated, added, or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law.

**2. TERM.** This Agreement is binding once signed by both parties. The initial term of the Agreement is twelve (12) months, beginning on the Commencement Date. The term shall renew for three (3) consecutive twelve month periods, unless either party provides written notice to terminate the agreement within sixty (60) days of the end of the then current term.

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

Attachment A:	Wireless Services Term and Volume Discount
Attachment A-1:	Nextel National Network Business Plans & Policies
Attachment A-2:	Sprint PCS Services Business Plans & Policies
Attachment A-3 :	PowerSource™ Phones Business Plans & Policies
Attachment B:	Wireless Services Product Annex

**4. ORDERS AND CHARGES.**

**4.1 Orders.**

**A. Purpose and Effect.** Orders describe the Products and Services being purchased, including quantity, delivery destinations, and any other information required by the Agreement. Except as required by applicable law or regulation, the terms and conditions appearing in an Order or in any acknowledgment or acceptance of an Order 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.

**B. Issuance and Acceptance.** Only persons authorized by Customer will issue Orders under the Agreement. Sprint may accept an Order by (1) signing and returning a copy of the Order to Customer; (2) delivering any of the Products or Services ordered; (3) informing Customer of the commencement of performance; or (4) returning an acknowledgment of the Order to Customer.

**C. Cancellation or Rejection.** Customer may cancel an Order at any time before Sprint ships the Order or begins performance, but Customer must pay any actual costs incurred by Sprint due to Customer's cancellation. Sprint may reject or cancel an Order for any reason, including Customer's negative payment history with Sprint, failure to meet Sprint's ongoing credit approval, or limited availability of the Product or Service ordered. Sprint will notify Customer of rejected or canceled Orders.

**D. Shipping.** Sprint will ship wireless Products to the delivery location specified in Customer's Order. Risk of loss to the wireless Products passes to Customer upon the Products' arrival at the delivery location. Sprint may charge a shipping fee to Customer based on the number and type of wireless Products and the shipping method used. Title to the wireless Products will pass to Customer upon Sprint's receipt of payment in full for the Products.

**E. 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.

- F. **Returns.** New and undamaged wireless Products, with original proof of purchase, may be returned to Sprint at Customer's expense within the longer period of 30 days after purchase or as provided under state law. Sprint may change the return policy from time to time without notice and may sell certain Products on a "no returns" basis with notice to Customer during the sale. All accessories, hardware, materials and package inserts that came with the wireless Product in the original Product packaging must be returned along with the wireless Product. Customer may call Sprint Customer Care or contact its Sprint Account Representative for a return kit. Sprint cannot exchange wireless Products through Sprint's internet site. Upon Sprint's receipt of the returned wireless Product, Sprint will credit Customer's account for a full refund of the original Product purchase price and activation fee (excluding usage charges, and related taxes, fees and surcharges).

#### 4.2 Rates.

- A. **Rates.** Customer will pay Sprint the rates and charges for Products or Services as set forth in this Agreement.
- B. **Fixed Rates and Percentage Discounts.** The rates and discounts identified in the pricing Attachments will remain fixed for the Term (unless stated otherwise in the applicable Attachment). Rates and charges not fixed in this Agreement will be based on the then-current list price at the time of purchase. If pricing in this Agreement is stated only as a percentage discount off a rate or price appearing in a referenced price list, the percentage discount is fixed for the Term, but Sprint may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice.

- 4.3 **Rate Adjustments.** Sprint may impose additional regulatory fees, administrative charges, and charges or surcharges for the costs Sprint incurs in complying with governmental programs. These charges include, but are not limited to, state and federal Carrier Universal Service Charges, Compensation to Payphone Providers, Telephone Relay Service, and Gross Receipts surcharges. The amount of the fees and charges imposed may vary. Cost recovery charges are not taxes or government required charges. Sprint may impose additional charges or surcharges to recover amounts Sprint is charged for terminating or originating a call to other wireless carriers such as international mobile termination charges.

#### 4.4 Taxes.

- A. **Taxes Not Included.** Sprint's rates and charges for Products and Services do not include taxes. Customer will pay all applicable taxes including, but not limited to, sales, use, gross receipts, excise, value-added, property, transaction, or other local, state, or national taxes or charges imposed or based on the provision, sale or use of Products or Services.
- B. **Withholding Taxes.** Notwithstanding any other provision of this Agreement, if a jurisdiction where Customer conducts business 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 without the required deduction or withholding.
- C. **Tax Exemptions and Exclusions.** Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer and statutory exemptions and will not bill Customer for any such exempted taxes. Customer will not be responsible for payment of Sprint's direct income and employment taxes.

### 5. BILLING AND PAYMENT.

#### 5.1 Invoicing.

- A. **Commencement of Invoicing.** Sprint may begin invoicing Customer in full for non-recurring and recurring charges on the the date the Products or Services are installed or delivered and made available for use.
- 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 as of the delivery date specified in the Order, or if no date is specified, any time 30 days or more after the Effective Date.
- C. **Timing.** In general, Sprint bills fixed recurring Service charges in advance and usage-based or Product charges in arrears.

- 5.2 **Payment Terms.** Payment terms are net 30 days from the date of invoice receipt. Invoices are deemed to have been received within 5 days of the invoice date. If Customer fails to make payment within 15 days of receiving Sprint's written notice of nonpayment, Sprint may charge late fees (up to the maximum allowed by law) or take other action to compel payment of past due amounts, including suspension or termination of Service, unless prohibited by applicable law or regulation. Customer may not offset credits owed to Customer on one account against payments due on the same or another account without Sprint's written consent. 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.

**5.3 Disputed Charges.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges and, 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 promptly resolve any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify Customer and Customer must pay the charge promptly 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.

**6. CREDIT APPROVAL FOR NON-GOVERNMENTAL ENTITIES.** Sprint's provision of Products and Services to non-governmental entities is subject to Sprint credit approval. If a non-governmental entity's financial circumstances or payment history becomes reasonably unacceptable to Sprint during the Term, Sprint may require adequate assurance of future payment as a condition of continuing Service. Sprint may provide Customer's payment history or other billing/charge information 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. PRODUCTS AND SOFTWARE.**

**8.1 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.

### **8.2 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 through click and use screens, shrink-wrap notices, physical copies delivered at the time of Product or Service installation, or copies posted by Sprint on the Rates and Conditions Website.** 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 may not use software on behalf of third parties or for time share or service bureau activities, or to use or obtain any source code. Customer may not reverse engineer, decompile, modify, enhance, or copy Sprint-provided software.

**C. Ownership.** Sprint or its suppliers retain title and property rights to all software. Upon termination or expiration of the Agreement or the applicable Service, the related software license will terminate and Customer will return all copies of software to Sprint or provide certification that it has permanently deleted all Sprint-provided software from Customer-owned Equipment.

**8.3 Responsibility.** Customer is responsible for any items not provided by Sprint, including but not limited to third party equipment or software, that impair Product or Service quality. Upon notice from Sprint of an impairment to the Products or Services, 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 Networks 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 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 Customer to become obsolete, require alteration, or perform at lower levels.

**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 without the other party's prior written consent.

## **10. CUSTOMER RESPONSIBILITIES.**

**10.1 Acceptable Use Policy.** Customer must conform to the acceptable use policy posted at <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by Sprint.

**10.2 Abuse and Fraud.** Customer will not use Products or Services: (1) for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted unauthorized access to, or alteration, abuse, or destruction of information; or (2) in any manner that causes interference with Sprint's or another's use of the

Sprint network. Customer will promptly cooperate with Sprint to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.

**10.3 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.

**10.4 Resale Prohibited.** Customer may not resell wireless Products or Services.

## 11. PRIVACY, CONFIDENTIAL INFORMATION AND DISCLOSURE.

**11.1 Nondisclosure.** Neither party may disclose the other party's Confidential Information to any third party except as expressly permitted in this Agreement. This obligation continues for 2 years after this Agreement expires or terminates. Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of Discloser and are subject to a confidentiality agreement at least as protective of Discloser'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.

**11.2 Exceptions.** The restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of Recipient; (C) is received without restriction from a third party free to disclose it without obligation to Discloser; (D) is developed independently by Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order (subject to the FOIA section of this Agreement); or (F) is disclosed with the advance written consent of Discloser.

**11.3 Injunction.** The parties acknowledge that Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm to Discloser. If there is a breach or threatened breach of this Agreement, Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit other remedies available to either party. Recipient will not raise the defense of an adequate remedy at law for breaches or threatened breaches of its nondisclosure obligations.

**11.4 Customer Proprietary Network Information.** As Sprint provides Products and Services to Customer, Sprint develops information about the quantity, technical configuration, type and destination of Products and Services Customer uses, and other information found on Customer's bill ("CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. For example, Sprint implements safeguards that are designed to protect Customer's CPNI, including using authentication procedures when Customer contacts Sprint. For some business accounts with a dedicated Sprint representative, Sprint may replace standard authentication measures with a pre-established point of contact that Customer may designate.

**11.5 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.

**11.6 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 and regulations (collectively "FOIA"). Customer will provide Sprint with prompt notice of any FOIA requests or intended disclosures, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of Sprint Confidential Information.

## 12. LIMITATIONS OF LIABILITY.

**12.1 Direct Damages.** Each party's maximum liability for damages caused by its failure to perform its obligations under this Agreement (other than Service disruptions) 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; or (B) proven direct damages for all other claims arising out of this 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 purchased in the 6 months prior to the event giving rise to the claim. 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 Wireless Service Outages and Product Failures.** Sprint's maximum liability for any loss or damage arising out of a wireless Service outage or wireless Product failure is limited to: (a) a prorated portion of the applicable MRC



based on the time period wireless Services are not available, and (b) a refund of the net purchase price of affected wireless Products.

**12.4 Unauthorized Access / Hacking.** Sprint is not liable for unauthorized third party access to, or alteration, theft, or destruction of Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Sprint network transmission facilities or Customer premise equipment.

**12.5 Sprint Disclaimers.** 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 :

- A. Coverage and wireless 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 wireless Services due to coverage, capacity, Product failure or other limitations that may occur in the transmission or attempted transmission of wireless Services;
- C. Outages or wireless Service disruptions occurring as a result of a public safety emergency;
- D. Customer's failure to obtain permits, licenses, or consents that Customer is required to obtain to enable Sprint to provide the Products or Services (e.g., landlord permissions or local construction licenses);
- E. The content of any information transmitted by, accessed, or received through, Sprint's provision of the Products and Services to Customer, including, but not limited to, claims: (A) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (B) for infringement of patents arising from the use of equipment, hardware or software not provided by Sprint; or (C) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
- F. Customer's breach of the licensing requirements in the Software License section;
- G. Customer's failure to comply with any provision of the Use of Products and Services section; or
- H. Sprint's failure to pay any tax based on Customer's claim of a legitimate exemption under applicable law.

### 13. INDEMNIFICATION.

**13.1 Personal Injury, Death or Damage to Personal Property.** Sprint will indemnify and defend Customer, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney's fees, arising directly from performance of this 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 gross negligence or willful misconduct of Sprint or its subcontractors, directors, officers, employees or authorized agents.

**13.2 Intellectual Property.** 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. Sprint's obligations under this Section do not apply to the extent that the alleged or actual infringement or violation is caused by functional or other specifications that were provided by or requested by Customer, Customer's continued use of infringing Services after Sprint provides reasonable notice to Customer of the infringement, or Customer's use of the Services in a manner that causes Customer and Sprint to come into competition for third parties seeking to purchase Services. For any third party claim that Sprint receives, or to minimize the potential for a claim, Sprint may, at its sole 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 Services.

**13.3 Rights of Indemnified Party.** To be indemnified, Customer must (A) give Sprint prompt written notice of the claim, (B) give Sprint full and complete authority, information and assistance for the claim's defense and settlement, and (C) 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. Sprint will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. 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.

**13.4 Exclusive Remedy.** This "Indemnification" Section 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 claims identified in this Section.

### 14. TERMINATION.

**14.1 Sprint Right to Terminate.**

- A. Sprint may suspend or terminate Products or Services or this Agreement immediately if Customer fails to cure any material breach of this Agreement within 30 days after receiving Sprint's written notice of such

breach; or if Customer provides false or deceptive information or engages in fraudulent or harassing activities when ordering, 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. Customer's material failure does not include a failure caused by Sprint or a failure identified in the "Force Majeure" section.

- B. If Sprint terminates this Agreement under this "Sprint Right to Terminate" Section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable charges identified in the "Effects of Termination" Section.

#### 14.2 Customer Right to Terminate.

- A. **Material Failure.** Customer may terminate a Product or Service if Sprint materially fails to provide the Product or Service, Customer provides Sprint with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, Sprint fails to cure the material failure within the 30-day cure period, and Customer provides Sprint with written notice of Sprint's failure to cure and Customer's election to terminate the affected Product or Service. Sprint's material failure does not include a failure caused by Customer or a failure identified in the "Force Majeure" section.
- 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 fees and charges for Products and Services received up to the effective date of termination.
- C. **Termination for Non-appropriation.** Customer may terminate this Agreement at the end of the then-current fiscal period, without incurring any form of payment liability in excess of previously appropriated amounts, only 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. At Sprint's request, Customer will provide supplemental documentation regarding the non-appropriation of funds. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied. If Customer terminates the Agreement in part or in whole under this non-appropriation 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.

#### 14.3 Effects of Termination.

- A. **Service Charges.** Customer remains obligated to pay all Service charges incurred up to the effective date of termination for each terminated Customer Liable Active Unit.
- B. **Repayment of Credits.** If, before the end of the Term, Sprint terminates an Order or the Agreement due to Customer's material breach or Customer terminates an Order or the Agreement for its convenience, Customer will repay Sprint a pro rata portion of all credits issued, installation charges or initialization fees waived, and other amounts to recoup Sprint's up-front expenses in providing Products and Services that had been amortized over the entire Term, based upon the number of months remaining in the Term at the time of termination. Customer may also be responsible for Sprint's reasonable costs of settlement with subcontractors and other third parties, and for a reasonable allowance for profit for Products and Services already provided to Customer. This provision does not apply to service level credits issued for Service outages.
- C. **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 this Agreement due to acts or events beyond the reasonable control of the otherwise 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; inability to obtain parts or equipment from third party suppliers, 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.

#### 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 similar voting rights.
- 16.2 "Commencement Date" is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges.

- 16.3 “Confidential Information” means nonpublic information (A) about Discloser’s business, (B) given to the Recipient for use in connection with this Agreement, (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.
- 16.4 “Discloser” means the party disclosing Confidential Information.
- 16.5 “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 and Service annexes.
- 16.6 “Effective Date” is the date the last party signs this Agreement.
- 16.7 “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.
- 16.8 “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.
- 16.9 “Order Term” means the term designated in the Order for a particular Service.
- 16.10 “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.
- 16.11 “Rates and Conditions Website” means the website found at <http://www.sprint.com/ratesandconditions/>.
- 16.12 “Recipient” means the party receiving Confidential Information.
- 16.13 “Service(s)” means wire line 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.

## 17. MISCELLANEOUS.

- 17.1 **Compliance with Law.** Each party will comply with all applicable laws in performance of its obligations under this Agreement.
- 17.2 **Independent Contractor.** Sprint provides Products and Services to Customer as an independent contractor. This Agreement does not 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 is not a waiver of the party’s right to exercise that right or any other right in the future.
- 17.4 **No Third Party Beneficiaries.** This Agreement’s benefits do not extend to any third party.
- 17.5 **Governing Laws.** This 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. **Jury Trial and Class Action Waiver.** 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.
- B. **Arbitration.** If the parties agree, any dispute arising out of or relating to this Agreement may be finally settled by arbitration. If the waiver of jury trial is held unenforceable by a court of competent jurisdiction, then arbitration is mandatory. Any arbitration must be held in accordance with the rules of the CPR Institute for Dispute Resolution and governed by the United States Arbitration Act, 9 U.S.C. § 1 et seq. If the dispute relates to Sprint’s provision of Non-Domestic Products or Services, all arbitration proceedings will be conducted in the New York, New York region and in the English language pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. All arbitration proceedings for disputes relating to Domestic Products or Services will be held in the Washington, DC metropolitan region. Arbitration proceedings will not include class action arbitration.
- 17.7 **Assignment.** Neither party may assign any rights or obligations under this Agreement without prior written consent of the other party, except that Sprint may assign this 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 / Alterations.** This Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to this Agreement are not valid unless accepted in writing by both parties.
- 17.9 Notice.** Notices required under this Agreement must be submitted in writing to the party's address for notice listed in this Agreement or an Order and, in the case of a dispute, notices must also be sent to:
- Sprint  
Attn: Law Dept. – Public Sector  
2001 Edmund Halley Drive, 2nd Floor  
Reston, VA 20191  
Fax: (703) 433-8798
- 17.10 Severability.** If any provision of this Agreement is found unenforceable by a court of competent jurisdiction, the unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 17.11 URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in this Agreement include any successor URLs designated by Sprint.
- 17.12 Survivability.** The terms and conditions of this Agreement regarding confidentiality, indemnification, warranties, non-appropriations, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.
- 17.13 Entire Agreement.** This Agreement, including all referenced documents, annexes, or 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 08, 2009; and (c) signed by a Sprint officer or authorized designee. Upon expiration of this Agreement, Sprint, at its option, 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, until either party provides 30 days advance written notice to terminate.

**VILLAGE OF DOWNER'S GROVE**

**SPRINT SOLUTIONS, INC.**

as contracting agent on behalf of the applicable Sprint affiliated entities providing the Products and Services

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_  
(please type or print)

Name and Title: Michaela K. Clairmonte  
(please type or print)

Address: 801 Burlington Avenue  
Downers Grove, Ill 60515

Address: Manager, Contract Negotiations and Management  
2001 Edmund Halley Drive  
Mailstop VARESP0203-2035  
Reston, VA 20191



Sprint Public Sector Legal — Approved as to Legal Form
WEC — 01/06/2009

**ATTACHMENT A  
WIRELESS SERVICES TERM AND DISCOUNT**

**1. GOVERNMENT DISCOUNT PROGRAM (“GDP”)**

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

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

Network	Government Service Pricing Discount	Individual-Liable Service Pricing Discount
Sprint or 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 credits, discounts, and rebates. Overage, usage-based, and third party application and service charges, as well as certain network-specific Products and Services, are not eligible for Service Pricing Discounts. Service Pricing Discounts may apply to the MRC of certain promotional rate plans which Sprint may offer on a limited time basis and subject to promotion-specific restrictions.

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

**2. EMPLOYEE DISCOUNT PROGRAM**

**2.1 Eligible Employees.** New and existing Customer Employee (or Individual-Liable) Active Units may receive the Individual-Liable Active Unit Service Pricing Discount in the table above for eligible service charges and plans. The Individual-Liable Active Unit Service Pricing Discount is contingent upon the Employee signing Sprint’s consumer subscriber agreement and providing Sprint with satisfactory evidence of employment with Customer. 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 Active Unit 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.

**2.2 Communications.** Customer’s employee benefits group and Sprint will develop a communications plan to present discounts and to sell to Employees within 60 days of the Effective Date. Communications may include, but are not limited to, new hire materials, benefits enrollment materials, e-mail, payroll stuffers, newsletters, or Internet and intranet links.

**3. ELECTRONIC BILLING PRODUCTS**

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

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

**A.** For Data Direct, Electronic Data Interchange, Smart CD+, and Consolidated Invoice, data is provided for current billing cycles. Archived data is available for as long as the account numbers are enrolled in the electronic billing product.

**3.2** Customer may choose any combination of electronic billing products. Sprint reserves the right, upon 30 days’ prior written notice, 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.

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

3.4 Customer must comply with the Electronic Invoice Reporting and Analytics Product Annex, which is incorporated into this Agreement as posted to the Rates and Conditions Website as of the date Customer signs the Agreement.

#### 4. WIRELESS DEVICE DISCOUNTS; UPGRADE TERMS; AND ACTIVATION FEES

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

4.2 **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 5.1 above. Otherwise, the suggested retail price will apply.

4.3 **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.

#### 5. ADDITIONAL BUSINESS PLANS AND SPECIAL OFFERS

5.1 **Additional Business Plans.** If Customer is eligible for and selects a Business Plan that is not specified in the Agreement, Customer’s Service Pricing Discounts set forth above will apply to the Business Plan unless otherwise stated in the Business Plan, and the terms and conditions of the Business Plan will apply in addition to, and control over, any conflicting terms or conditions in the Agreement.

5.2 **Promotions.** Sprint promotional discounts may not be available with certain Business Plans, as indicated in the promotional offer. If Customer purchases a promotional wireless Product or Service, the promotional terms will control over any conflicting terms in the Agreement for that wireless Product or Service until the promotion expires or Customer selects a different Business Plan for the Customer-Liable Active Unit enrolled in the promotion.

5.3 **Trial Offers.** If Customer receives a wireless Service or Service option for a limited trial period at a reduced cost, upon expiration of the trial period, Customer will continue to receive the wireless Service or Service option at full price. If Customer wishes to avoid being billed in full for the promotional wireless Service or Service option, Customer must contact Sprint before the end of the trial period to discontinue the wireless Service or Service option.

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

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

**ATTACHMENT A-1  
NEXTEL NATIONAL NETWORK BUSINESS PLANS & POLICIES**

**1. PROVISION OF NEXTEL PRODUCTS AND SERVICES**

- 1.1 All terms and conditions in this Attachment apply only to Active Units operating on the Nextel National Network, unless otherwise specified.
- 1.2 Any of the following entities may provide the Nextel Services listed in the Agreement, depending on Customer's billing address or the location where the Nextel Services are activated:

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

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

- 2.1 Customer may select from the Nextel voice and data rate plans listed in this Attachment or promotional rate plans that Sprint may offer on a limited time basis. Unless otherwise stated in this Attachment, Business Plan pricing in this Attachment reflects gross pricing before the application of promotions, including special offers or other discounts.

**2.2 Sprint Business Essentials® Plan**

	<b>Business Essentials 400</b>	<b>Business Essentials 1000</b>	<b>Business Essentials 1400</b>	<b>Business Essentials 2000</b>	<b>Business Essentials 3000</b>	<b>Business Essentials 4000</b>
<b>MRC</b>	<b>\$39.99</b>	<b>\$59.99</b>	<b>\$79.99</b>	<b>\$99.99</b>	<b>\$149.99</b>	<b>\$199.99</b>
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
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Anytime Minute Sharing	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included

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

**2.3 BlackBerry Service Plans**

- A. Customer's use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the BlackBerry service are located at <http://na.blackberry.com/eng/legal/terms.jsp>, and are subject to change without prior notice to Customer.
- B. BlackBerry Business Plans can only be activated on a BlackBerry device.
- C. Monthly Recurring Charges

	<b>BlackBerry 10MB Email and Web Plan</b>	<b>BlackBerry Unlimited Email and Web Plan</b>
<b>MRC</b>	<b>\$39.99</b>	<b>\$49.99</b>
Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand ("MBB"), Phone As Modem	10MB allotted for Email, Internet/Browsing, Data Mobile BroadBand and Phone As Modem	Unlimited
Overage per Kilobyte	\$0.001/KB	Not Applicable
MRC (net) when added to a Voice Plan for Business	n/a	\$32.99 (Net price, no service pricing discounts apply)

- (1) Unless Customer adds a voice Business Plan that includes voice calls and long distance calls to the above BlackBerry data Business Plans, Customer will be charged \$.20/minute for voice calls plus \$.25/minute for long distance calls.
  - (2) Additional Nextel Direct Connect features may be subject to an additional charge if not included in Customer's voice Business Plan.
  - (3) Additional charges apply for messaging service.
3. **NEXTEL ACCESSORY DISCOUNTS.** The accessory discount applies only to the national retail price for Nextel Device accessories purchased for Customer-Liable Active Units. Customer-Liable Active Units will receive a standard promotional discount off the national retail price for Nextel accessories. Customers 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  
NATIONWIDE SPRINT NETWORK BUSINESS PLANS & POLICIES**

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

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

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

**2.2 Sprint Business Essentials® Plans**

	<b>Business Essentials 400</b>	<b>Business Essentials 1000</b>	<b>Business Essentials 1400</b>	<b>Business Essentials 2000</b>	<b>Business Essentials 3000</b>	<b>Business Essentials 4000</b>
<b>MRC</b>	<b>\$39.99</b>	<b>\$59.99</b>	<b>\$79.99</b>	<b>\$99.99</b>	<b>\$149.99</b>	<b>\$199.99</b>
Anytime Minutes	400	1000	1400	2000	3000	4000
Anytime Minutes Coverage	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Anytime Minute Sharing	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included

**A.** Roaming charges are included.

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

**2.3 BlackBerry Service Plans**

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

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

**C.** Monthly Recurring Charges

	<b>BlackBerry 10MB Email and Web Plan</b>	<b>BlackBerry Unlimited Email and Web Plan</b>
<b>MRC</b>	<b>\$39.99</b>	<b>\$49.99</b>
Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand ("MBB"), Phone As Modem	10MB allotted for Email, Internet/Browsing, Data Mobile BroadBand and Phone As Modem	Unlimited
Overage per Kilobyte	\$0.001/KB	Not Applicable
MRC (net) when added to a Voice Plan for Business	n/a	\$32.99 (Net price, no service pricing discounts apply)

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

**(2)** Additional charges apply for messaging service.

**2.4 Connection Plan**

<b>Net MRC – 5GB Per Month Usage</b>	<b>\$39.99 (Net price, no Service Pricing Discounts apply)</b>
Voice Calls, including long distance (if card is capable)	\$.20 per minute
Additional data usage above 5GB	\$.05 per MB

- A. All pricing and available MBs are the same whether Customer-Liable Active Units use the Sprint EVDO network or the Sprint 1xRTT network. Wireless EVDO coverage is not available everywhere and requires an EVDO-compatible connection card. Where the Sprint EVDO network is available and an EVDO -compatible connection card is used, Customer-Liable Active Units will first attempt to connect to the EVDO network, and then default to the Sprint 1xRTT network depending on coverage and network availability.
- B. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

**ATTACHMENT A-3  
POWERSOURCE™ PHONE BUSINESS PLANS & POLICIES**

**1. PROVISION OF POWERSOURCE PHONE SERVICES**

- 1.1 All terms and conditions in this Attachment apply only to PowerSource Phones, unless otherwise specified. "PowerSource Phone" means a device which provides wireless voice and data Services over the Nationwide Sprint Network and Nextel Direct Connect® Services over the Nextel National Network.
- 1.2 Pricing, service features, functionality and Business Plans vary per PowerSource Phone and may not be available in all markets. Active Units upgrading to a PowerSource Phone may experience changes in service availability, pooling eligibility, billing, surcharges and local calling rates. Upgrade terms and conditions or service discount policies are those set forth in the Agreement applicable for Nextel Products and Services operating on the Nextel National Network.
- 1.3 PowerSource Phones cannot be used for simultaneous Nextel Direct Connect and wireless voice and data sessions. Voice and data service is only available in coverage areas of the Nationwide Sprint Network. Sprint Spectrum L.P. provides the voice and data Services for PowerSource Phones. Nextel Direct Connect service is only available in coverage areas of the Nextel National Network. Any of the following entities may provide Nextel Direct Connect Services for PowerSource Phones depending on Customer's billing address or the location where the Nextel Direct Connect Services are activated:

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

**2. VOICE AND DATA RATE PLANS**

- 2.1 Customer may select from the voice and data rate plans listed in this Attachment or promotional rate plans that Sprint may offer on a limited time basis. Unless otherwise stated in this Attachment, Business Plan pricing in this Attachment reflects gross pricing before the application of promotions, special offers or other discounts.

**2.2 Sprint Business Essentials® Plan**

	<b>Business Essentials 400</b>	<b>Business Essentials 1000</b>	<b>Business Essentials 1400</b>	<b>Business Essentials 2000</b>	<b>Business Essentials 3000</b>	<b>Business Essentials 4000</b>
<b>MRC</b>	<b>\$39.99</b>	<b>\$59.99</b>	<b>\$79.99</b>	<b>\$99.99</b>	<b>\$149.99</b>	<b>\$199.99</b>
Anytime Minutes	400	1000	1400	2000	3000	4000
Anytime Minutes Coverage	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Anytime Minute Sharing	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included

- A. Roaming charges are included.
- B. Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect features, including, but not limited to, Talkgroup<sup>SM</sup> and International Direct Connect, are available with certain devices and may be subject to an additional charge.

**NEXTEL ACCESSORY DISCOUNTS.** The accessory discount applies only to the national retail price for Nextel Device accessories purchased for Customer-Liable Active Units.

**ATTACHMENT B**  
**WIRELESS SERVICES PRODUCT ANNEX**

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

**1.1 Wireless Voice Features.**

- A. 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.
- B. Sprint Mobile-to-Mobile.** "Sprint Mobile-to-Mobile" means voice calls from one Active Unit on the Network to another Active Unit on the Network. With this feature, Customer may use an unlimited number of minutes each month to make or receive calls on the 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.
- C. Add-a-Phone.** The Add-a-Phone feature allows Customer to activate a Corporate-Liable Active Unit on a Business Plan with Anytime Minutes and add up to 5 additional Corporate-Liable Active Units (each, a "Secondary Line") to that Business Plan. Customer may not be able to select Sprint Mobile-to-Mobile Calling options when using the Add-a-Phone option. The Add-a-Phone option is not available with all voice Business Plans. Eligible Business Plans are available by contacting Customer's Sprint Account Representative.

- 1.2 Wireless Data Features.** Sprint provides wireless data solutions and Services over the Sprint Vision (1xRTT) and Sprint Power Vision (EVDO) Networks (both using CDMA technology) in certain coverage areas. Coverage areas are accessible through <http://www.sprint.com/business/products/products/evdoEnterZip.jsp> or by contacting Customer's Sprint Account Representative. When the Sprint Power Vision network is available and Customer uses a Sprint Power Vision-compatible device with a wireless high-speed data Business Plan, Active Units will first attempt to connect to the Sprint Power Vision network, then default to the Sprint Vision network depending on coverage and network availability. Access to the Sprint Power Vision 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. 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 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.
- B. Direct Connect.** All Nextel Direct Connect Products are capable of making nationwide Nextel 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. International Direct Connect.** International Direct Connect is only available to Nextel Devices also subscribed to Direct Connect service. International Direct Connect currently includes both the ability to place Nextel Direct Connect transmissions from the United States to users outside the United States and the ability to place and receive Nextel Direct Connect transmissions from outside the United States in select countries.
- D. Direct Send.** Direct Send lets a user send a picture or contact information to another subscriber using the Nextel Direct Connect service. Direct Send is only available on select Nextel Devices.
- E. NextMail.** NextMail allows a user to use Nextel Direct Connect minutes to record and send voice messages to any e-mail address. NextMail is only available on Nextel Devices.
- F. 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.

- G. Talkgroup.** Talkgroup members must be from the same calling area and be established on the same fleet. Additionally, group members must be in their home calling area to initiate or receive Talkgroup transmissions. Talkgroup is only available for Nextel Devices and can include up to 200 total users. Emergency Talkgroup gives the group coordinator the ability to contact and preempt all other transmissions for group members.
- H. TeamDC.** TeamDC allows up to 35 nationwide group members (including the group creator), all using Sprint Devices, to participate in a Nextel Direct Connect group transmission at the same time. The TeamDC Talker Priority feature allows the TeamDC group originator to designate priority for certain group members to interrupt other participants during the group transmission.
- I. 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.
- J. 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.
- K. 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.
- L. Priority Connect.** Priority Connect allows users to preempt the use of 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.
- M. Direct Talk.** Certain Nextel Devices are capable of direct two-way radio transmissions. Direct Talk transmissions do not use the Nextel National Network and require each user to have a Direct Talk-capable Nextel Device using the same radio channel.

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

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

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

**1.7 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 based on the MRC for the selected Business Plan. Customer will incur overage charges if the minutes or megabytes used exceed the minutes or megabytes allowed under the selected Business Plan.

### **2.2 Usage Charges.**

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

- (1) General.** Outgoing call usage is calculated from the time Customer initiates contact with the Network until the Network connection 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 Network.

Incoming call usage is calculated from the time Customer's device connects to the Network (which is just before the device starts ringing) until the Network connection 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.

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

- (1) **General.** Data usage is calculated from the time Customer's device makes contact with the Network until the Network connection is broken or dropped, whether or not the transmission of data is successful. Data usage may occur on handheld devices or through devices attached to personal computers and includes sending and receiving e-mail, browsing the Internet, accessing certain Applications, all complete, partial or interrupted 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 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. 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.
- (2) **Text and Numeric Messaging.** Unless Customer has purchased a quantity of messages at a fixed MRC, text and numeric messaging are charged on a per message basis. Sprint will charge Customer the per message rate for each message that exceeds Customer's purchased quantity.
- (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 Network. 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 Local Direct Connect minutes included in Customer's Business Plan and will also incur separate surcharges if the add-on is not included in Customer's Business Plan. Customer will incur overage charges if the minutes used exceed the minutes allowed under the Business Plan.

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

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

**E. Roaming Charges.** Voice calls made while off the Nationwide Sprint Network incur separate Roaming charges in addition to minutes of usage, unless Roaming is included in Customer's Sprint Business Plan. Domestic Roaming voice rates may be set out in Customer's pricing attachment. Domestic Roaming for data is included in Sprint Business Plans. International Roaming rates for voice and data will vary and are accessible through [www.sprint.com/international](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 Network, (b) disconnected due to Network limitations, and (c) redialed within 1 minute of disconnection. Customer must contact Sprint Customer Care within 24 hours of the disconnection and request credit for the call.

### 3. BILLING AND AFFILIATES

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

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

**3.3 Customer Affiliates.** If Sprint and Customer agree to permit Customer's Affiliates to purchase wireless Products and Services under the Agreement, Customer will be responsible, financially and otherwise, for the Affiliate's purchases, unless the Agreement says otherwise.

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

### 5. WIRELESS PRODUCTS AND SERVICES POLICIES.

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

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

- 5.3 Fraud Policy.** Customer will notify Sprint's Customer Care department immediately of any suspected fraudulent use of wireless Products or Services. Customer will cooperate with Sprint in the investigation of the incident. Sprint will attempt to contact Customer before interrupting wireless Services in the case of suspected fraud.
- 5.4 Location Based Services.** If Customer downloads or accesses Location Based Services through Sprint wireless Products and Services, Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of Customer's Product(s) pursuant to the terms of the Location Based Service purchased by Customer. Customer must clearly, conspicuously and regularly notify all of its Employees using Corporate-Liable Active Units upon which Customer has enabled Location Based Services that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. **SPRINT WILL NOT BE LIABLE FOR ANY THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF CUSTOMER'S USE OF LOCATION BASED SERVICES AND CUSTOMER'S FAILURE TO NOTIFY CORPORATE-LIABLE USERS OF CUSTOMER'S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON CORPORATE-LIABLE ACTIVE UNITS.**
- 5.5 Premium Services Policies.** In certain instances, subject to the terms of the content purchased, Sprint may delete Premium and non-Premium items downloaded to storage areas controlled by Sprint, including any pictures, games and other content. Sprint may impose a dollar or other limit on Customer's use of Premium Services in a specific timeframe (month, week, day, or other time period) based on Customer's credit.

## **6. WIRELESS SERVICE LIMITATIONS.**

- 6.1 Telephone Numbers and Portability.** Sprint may change the telephone number assigned to each Corporate-Liable Active Unit with reasonable prior notice for commercial reasons, such as fraud prevention, regulatory requirements and area code changes. Customer does not have any right of possession or title to any number, e-mail address or other identifier Sprint may assign to Customer's wireless Products or accounts. Customer may not modify, change or transfer any of these identifiers except as Sprint allows or as allowed for by law. Sprint will comply with any FCC-issued regulations that require Sprint to allow Customer to "port" or transfer its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on the Network, 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 wireless 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.
- 6.2 TTY Access.** TTY-capable wireless Products (also known as TDD or Text Telephone) may not function effectively when attempting 911 calls due to the limitations of the answering agency. A TTY-capable wireless device should not be relied on for 911 calls.
- 6.3 Pay-Per-Call Services.** Sprint will not complete calls from any wireless Product to 900, 976 and similar numbers for pay-per-call services.
- 6.4 International Call Blocking.** Sprint will block international calling capability unless Customer expressly requests such capability for a Corporate-Liable Active Unit.
- 6.5 Caller ID.** Caller identification information may not be available for all incoming calls.
- 6.6 911 or Other Emergency Calls.** For 911 calls, an emergency responder's ability to locate Customer through wireless Products and Services may be affected by various factors, including but not limited to, the type of wireless Product used, lack of a GPS-enabled device, geography or other factors such as the porting process. In some areas and depending on the equipment deployed by the local public safety answering point ("PSAP"), 911 calls may be routed to a state patrol dispatcher instead of the local PSAP. Calls to 911 or similar emergency numbers cannot be placed through Voice Command, but Customer may still call 911 through manual dialing. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. Enhanced 911 ("E911") service that is compatible with FCC technical requirements is not available in all areas due to PSAP equipment capabilities. Customer consents to Sprint's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, Customer's name, address, number, and the location of the user of the Service at the time of call.
- 6.7 Use Sprint of 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 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 Network. Customer acknowledges that use of certain wireless data Services, including some messaging services, may result in the disclosure to third parties of the user's email address and other information in connection with the user's Internet usage. As a result, Customer may receive advertising, warnings, alerts and other messages, including broadcast messages. Sprint reserves the right to limit or suspend any heavy, continuous data usage that is adversely impacting Network performance or hindering access to the Network.

- 6.8 Compatibility of Wireless Products and Services.** Wireless Products may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Service Provider Affiliate networks or in connection with Roaming agreements. Sprint phones have a software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming. Information and eligibility requirements for obtaining the software program lock code for Customer's Sprint phones are available at [www.sprint.com](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. DEFINITIONS.

- 7.1 "Active Unit" or "Line"** is an active piece of wireless Product.
- 7.2 "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.
- 7.3 "Applications"** include email, and data, information and other wireless Internet services.
- 7.4 "Business Plans"** are Sprint and Nextel wireless service plans for business customers. Certain Business Plan options are priced in the Agreement or Customer may select from any other available Business Plans, subject to the terms and pricing of that Business Plan.
- 7.5 "Corporate-Liable Active Unit" or "Customer Line"** refers to an Active Unit (a) activated by Customer for Customer's end use, (b) enrolled in a Business Plan, and (c) for which Customer is financially liable.
- 7.6 "Domestic Roaming"** means Roaming on networks within the United States, Puerto Rico and U.S. Virgin Islands where Sprint has a roaming relationship with the carrier.
- 7.7 "Employee"** is a person in the service of Customer and from whom Customer withholds FICA (Federal Insurance Contributions Act) contributions from such person's gross pay.
- 7.8 "Individual-Liable Active Unit" or "Employee Line"** is an Active Unit activated by an Employee and for which the Employee is financially responsible.
- 7.9 "Location Based Service"** means any Service or Application that uses, accesses, tracks or discloses the location of an Active Unit.
- 7.10 "MRC"** means monthly recurring charge.
- 7.11 "Nationwide Sprint Network"** is the Sprint-owned or controlled CDMA wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 7.12 "Network"** includes both the Nationwide Sprint Network and the Nextel National Network.
- 7.13 "Nextel Device"** is a Product that uses the Nextel National Network for Nextel Direct Connect service, including PowerSource Products.
- 7.14 "Nextel National Network"** is the Sprint-owned or controlled iDEN wireless network, including network owned or controlled by Nextel affiliates or partners, used by Sprint to provide Nextel Services.
- 7.15 "Nextel Services"** means wireless Services provided by Sprint on the Nextel National Network using iDEN technology.
- 7.16 "Nights and Weekends"** means Monday through Thursday 9:00 p.m. to 7:00 a.m. and Friday 9:00 p.m. to Monday 7:00 a.m., unless either the Nights and Weekends at 6pm option or Nights and Weekends at 7pm option is selected. **"Nights and Weekends at 6pm"** means Monday through Thursday 6:00 p.m. to 7:00 a.m. and Friday 6:00 p.m. to Monday 7:00 a.m. **"Nights and Weekends at 7pm"** means Monday through Thursday 7:00 p.m. to 7:00 a.m. and Friday 7:00 p.m. to Monday 7:00 a.m. The time used to determine Nights and Weekends eligibility is the local time where the wireless Product is located when an inbound or outbound call originates.
- 7.17 "PowerSource Phone"** means a Nextel Device which provides wireless voice and data Services over the Nationwide Sprint Network.

- 7.18 **“Premium Services”** means downloads and Applications, such as games, ringers and screen savers, available through wireless data Services that are above and beyond basic data usage.
- 7.19 **“Roaming”** means voice or data service provided on another wireless carrier’s network through agreements established by Sprint.
- 7.20 **“Sprint Device”** is a Product that uses the Nationwide Sprint Network for Nextel Direct Connect Service.
- 7.21 **“Sprint Service Provider Affiliate”** means an entity that has entered into an arrangement with Sprint to construct wireless network coverage, perform operational functions in defined geographic areas, and provide mobile wireless telecommunications products and services under the “Sprint” service marks or any other service marks subsequently used by Sprint. **“Sprint Service Provider Affiliate Market”** means the regions of the United States covered by Sprint Service Provider Affiliates.
- 7.22 **“Sprint Services”** means wireless Services provided by Sprint and authorized Sprint Service Provider Affiliates on the Nationwide Sprint Network using CDMA technology.
- 7.23 **“Voice Command”** is a web based Application that allows users to dial calls using verbal commands.
- 7.24 **“Wireless Services”** includes Nextel Services and Sprint Services.