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★MEMORANDUM

Date: February 9, 2013

To: All Subscribers Utilizing Franklin County Contract 2011-02-46

From: Karl Kuespert, Director, Purchasing Department

Subject: Addition of Sprint Data Link Service Plans

On July 24, 2012 under Resolution 0524-12, the Franklin County Board of Commissioners authorized a contract Sprint Solutions Inc. The contract allowed for Sprint to offer changes to their Services to all Franklin County agencies and any other political subdivision or agency authorized to use the Cooperative provisions of this contract throughout the life of the contract.

These changes can be offered and accepted without a formal contract modification but must be presented to the Purchasing Department for acceptance and inclusion in the contract documents. This memorandum serves as the County's acceptance of the changes offered to their current 3G/4G Connection Card plan in accordance with their attached letter.

If you wish to add this service please contact the Franklin County Sprint Representative, Bob Rice, Public Sector Account Manager, at 614-859-0120 or by email at [Robert.D.Rice@sprint.com](mailto:Robert.D.Rice@sprint.com).



**Sprint**  
 12502 Sunrise Valley Drive  
 Mailstop: VARESA0208  
 Reston, VA 20196  
 Office: (703) 433-8581 eFax: 866-615-0932

**Michaela Clairmonte**  
 Manager, Contract Negotiations & Management

**November 26, 2012**

Karl H. Kuespert, C.P.M.  
 Director, Purchasing Department  
 Franklin County  
 373 South High Street  
 Columbus, OH 43215

RE: Franklin County Contract No. BSG1109-0490, Resolution No.0524-12 – Cellular Wireless & Data Plan Change Letter

Dear Mr. Kuespert:

Pursuant to Section 5.01, Contract Extension and Cellular and Wireless Data Plan Changes, Sprint Solutions, Inc. (Sprint) would like to make a change an existing plan found in Exhibit 1, Appendix E Price Sheets, in the above mentioned Contract.

**Sprint would like to delete Exhibit 1 ("APPENDIX E PRICE SHEETS"), Section 2.12 ("3G/4G CONNECTION CARD PLAN") in its entirety and replace it with a new Section 2.12 ("3G/4G CONNECTION CARD PLAN") as follows:**

**2.12 3G/4G Connection Card Plan**

The 3G/4G Connection Plan provides both EVDO (using CDMA technology) and Sprint 4G data functionality in certain coverage areas of the United States. Sprint 4G Network coverage is not available everywhere and requires a Sprint 4G Network data-compatible connection card. Customer may contact its Sprint Account Representative or visit [www.sprint.com/coverage](http://www.sprint.com/coverage) for current coverage areas and applicable wireless devices. Sprint reserves the right to limit the devices that can be used with this Business Plan. This Business Plan is only available to Customer Lines domiciled in the United States.

**A. 3G/4G Connection Plan Charges**

MRC	NET \$37.99 <sup>1</sup>
Usage Included	Unlimited for Acceptable Use <sup>2</sup>
Data Roaming limitation in Megabytes ("MB")	300 MB
Additional data Roaming usage above 300 MB	\$0.25 per MB <sup>3</sup>

<sup>1</sup> MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

<sup>2</sup> Unlimited use available while on the Sprint network. Sprint reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan if such Wireless Data Connection Device exceeds 300 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

<sup>3</sup> If Customer's data usage on the Sprint 3G Network and the Nationwide Sprint Network in a given month exceeds 300 MB while Roaming, Customer will be liable for the overage charges set forth in the table above.

- 1) The 3G/4G Connection Card Plan includes unlimited data usage on the Sprint 4G Network, the Sprint 3G Network and the Nationwide Sprint Network. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 4G Network, the Sprint 3G Network or the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- 2) Roaming is not available on the Sprint 4G Network at this time.
- 3) Premium Services content is not available with this Business Plan.
- 4) Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to

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

- 5) Unless specifically stated otherwise, wireless Products on "unlimited" Business Plans are subject to the prohibited network uses in this section. Other Business Plan options for these types of Applications are available by contacting Customer's Sprint Account Representative.
- 6) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

If the revised plans are accepted, please post the revised plan to the Purchasing portal with a memo to all County Agencies. All other terms and conditions in the Contract, not revised above, will remain in effect.

Should you have any questions or concerns regarding this matter, please do not hesitate to contact your Public Sector Account Manager, Bob Rice at (614) 859-0120.

Sincerely,



Michaela Clairmonte  
Manager, Contract Negotiations & Management  
Sprint Nextel

Sprint — Approved as to Legal Form
MRB -21 Nov 2012

