

	Business Advantage Messaging 200	Business Advantage Messaging 450	Business Advantage Messaging 900	Business Advantage Messaging 1350	Business Advantage Messaging 2000	Business Advantage Messaging 4000
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
Pooled Anytime Minutes	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
Messaging	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited

- (1) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.
- (2) Unlimited Messaging includes text, picture, and video messages.
- (3) A Customer-Liable Active Unit on a Sprint Business AdvantageSM Plan will pool Anytime Minutes with other Customer-Liable Active Units on Sprint Business AdvantageSM Plans. Sprint Business AdvantageSM Plans will not pool Anytime Minutes with Sprint Business Essentials® Plans.

(c) **Sprint Business Advantage Messaging and Data Plans.** Sprint Business Advantage Messaging and Data Plans include voice minutes of use as provided in the following table:

	Business Advantage Messaging and Data 200	Business Advantage Messaging and Data 450	Business Advantage Messaging and Data 900	Business Advantage Messaging and Data 1350	Business Advantage Messaging and Data 2000	Business Advantage Messaging and Data 4000
MRC	\$59.99	\$69.99	\$89.99	\$109.99	\$129.99	\$179.99
DISCOUNTED MRC	\$44.99	\$52.49	\$67.49	\$82.49	\$37.49	\$134.99
Anytime Minutes	200	450	900	1350	2000	4000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Any Mobile, Anytime SM	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	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
Messaging	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Data Access	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
GPS Navigation	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited

- (1) Any Mobile, Anytime provides unlimited minutes of use for standard voice calls directly dialed and received by domestic wireless numbers, as determined when the call is placed by using independent third party and Sprint databases. Any Mobile, Anytime is only available with select Sprint Business Plans and while on the Nationwide Sprint Network or the Nextel National Network. Standard Roaming rates and restrictions apply. Calls to voicemail, 411, 3-way calling and other indirect methods are not included. Customer may visit sprint.com/anymobileanytime for additional information.
- (2) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.
- (3) Unlimited Messaging includes text, picture, and video messages.
- (4) Unlimited Data includes:
 - (a) Email - Sprint Mobile Email, Sprint Mobile Email-Work, Microsoft Direct Push technology via ActiveSync, Versamail, or BlackBerry® Internet Service (BIS). BlackBerry Enterprise Service (BES) can be added for an additional MRC; and
 - (b) Mobile Web.

- (5) A Customer-Liable Active Unit on a Sprint Business AdvantageSM Plan will pool Anytime Minutes with other Customer-Liable Active Units on Sprint Business AdvantageSM Plans. Sprint Business AdvantageSM Plans will not pool Anytime Minutes with Sprint Business Essentials[®] Plans.

1.2 Sprint Business Essentials[®] Plans

	Business Essentials 400	Business Essentials 1000	Business Essentials 1400	Business Essentials 2000	Business Essentials 3000	Business Essentials 4000
MRC	\$39.99	\$59.99	\$79.99	\$99.99	\$149.99	\$199.99
DISCOUNTED MRC	\$29.99	\$44.99	\$59.99	\$74.99	\$112.49	\$149.99
Anytime Minutes	400	1000	1400	2000	3000	4000
Anytime Minutes Overage	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute
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
Pooled Anytime Minutes	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, TalkgroupSM and International Direct ConnectSM are available with certain devices and may be subject to an additional charge.
- B. A Customer-Liable Active Unit on a Sprint Business Essentials[®] Plan will pool Anytime Minutes with other Customer-Liable Active Units on Sprint Business Essentials[®] Plans. Sprint Business Essentials[®] Plans will not pool with Sprint Business AdvantageSM Plans.

1.3 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 conditions 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 BlackBerry devices.
- (c) Monthly Recurring Charge

	BlackBerry Unlimited Email and Web Plan
MRC	\$39.99
DISCOUNTED MRC	\$29.99
Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand	Unlimited

- (1) Unless Customer adds a voice Business Plan that includes voice calls and long distance calls to the above BlackBerry data Business Plan, 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.

1.4 Nextel Bundled Voice & Data Plans

Nextel Bundled Voice & Data Plans			
	Custom BB 400	Custom BB 700	Custom BB 1000
MRC	\$49.99 NET MRC; Service Pricing Discount will not apply	\$59.99 NET MRC; Service Pricing Discount will not apply	\$69.99 NET MRC; Service Pricing Discount will not apply
Anytime Minutes	400	700	1000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute
Sprint Mobile-to-Mobile	Included	Included	Included
Direct Connect® and Group Connect	Unlimited	Unlimited	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited	Unlimited	Unlimited
Shared Minutes	* Included	* Included	* Included
Nationwide Long Distance	Included	Included	Included
Roaming	Not Available	Not Available	Not Available
Caller ID & Voice Mail	Included	Included	Included
Unlimited BlackBerry (without PAM)	Included	Included	Included
Unlimited Messages	Included	Included	Included

- (1) Customer's use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the BlackBerry service are located at <http://na.blackberry.com/eng/legal/terms.jsp>, and are subject to change without prior notice to Customer.
- (2) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.
- (3) BlackBerry Business Plans can only be activated on a BlackBerry device.
- (4) * Customer-Liable Active Units on the Custom BB 400, the Custom BB 700, and/or the Custom BB 1000 share Anytime Minutes with Sprint Business Essentials® Plans. Customer-Liable Active Units on the Custom BB 400, Custom BB 700, and/or the Custom BB 1000 will not share Anytime Minutes with Sprint Business AdvantageSM Plans.

1.5 Nextel PRO Pack Bundled Voice & Data Plans

Nextel PRO Pack Bundled Voice & Data Plans			
	Custom PRO Pack 400	Custom PRO Pack 700	Custom PRO Pack 1000
MRC	\$49.99 NET MRC; Service Pricing Discounts will not apply	\$59.99 NET MRC; Service Pricing Discounts will not apply	\$69.99 NET MRC; Service Pricing Discounts will not apply
Anytime Minutes	400	700	1000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute
Sprint Mobile-to-Mobile	Included	Included	Included
Direct Connect® and Group Connect	Unlimited	Unlimited	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited	Unlimited	Unlimited
Shared Minutes	* Included	* Included	* Included
Nationwide Long Distance	Included	Included	Included
Roaming	Not Available	Not Available	Not Available
Caller ID & Voice Mail	Included	Included	Included
Nextel PRO Pack	Included	Included	Included
Unlimited Messages	Included	Included	Included

- (1) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.
- (2) * Customer-Liable Active Units on the Custom PRO Pack 400, the Custom PRO Pack 700, and/or the Custom PRO Pack 1000 share Anytime Minutes with Sprint Business Essentials® Plans. Customer-Liable Active Units on the Custom PRO Pack 400, Custom PRO Pack 700, and/or the Custom PRO Pack 1000 will not share Anytime Minutes with Sprint Business AdvantageSM Plans.

1.6 NEXTEL FLAT RATE BUSINESS PLAN

- A. Sprint will charge Customer a Monthly Recurring Charge (“MRC”) and a flat rate per-minute charge for each minute used on a Nextel Corporate-Liable Active Unit. There are no included plan minutes.

Monthly Recurring Charge (“MRC”)	\$9.00 NET MRC; Government Service Pricing Discount will not apply
Per Minute Rate for all voice minutes used including Anytime Minutes, Nights & Weekends, Nationwide Long Distance, and Sprint Mobile-to-Mobile Calling	\$0.06
Per Minute Rate for all Local Walkie-Talkie Minutes	\$0.06
Shared Minutes	Not Available
Caller ID & Voice Mail	Included
Unlimited Mobile to Mobile	Included
Unlimited Nights and Weekends beginning at 9PM	Included
Unlimited Push-To-Talk	\$5.00 NET of all discounts

- (1) Additional Nextel Direct Connect® features, including, but not limited to, Talkgroup, Group Connect and International Direct Connect, are available with certain devices and may be subject to an additional charge.
- (2) Customer may add one of the below Text plan to units activated on the Nextel Flat Rate Business Plan:

Messaging Plan	MRC	Additional Messages
300 Messages	\$3 NET OF ALL DISCOUNTS	\$0.20
1000 Messages	\$7 NET OF ALL DISCOUNTS	\$0.20
Unlimited Messages	\$15 NET OF ALL DISCOUNTS	N/A

- (3) Activations on the above plan are not permitted via a Business Solutions Provider (BSP).
- (4) Customer may have a maximum of 50% of its Customer-Liable Active Units on the Sprint Flat Rate Business Plan and/or the Nextel Flat Rate Business Plan (together the “Flat Rate Business Plans”). If the percentage of users on the Flat Rate Business Plans exceeds 50% of the total number of Customer-Liable Active Units, Sprint reserves the right to reject new orders for the Flat Rate Business Plans until the 50% ratio is achieved. Individual Liable lines are not eligible for this rate plan.

1.7 Unlimited Nationwide Voice Plan

Unlimited Nationwide Voice Plan	
NET MRC (Service Pricing Discount does not apply)	NET \$59.99
Anytime Minutes	Unlimited
Anytime Minutes Overage	Not Applicable
Pooled Anytime Minutes	Not Applicable
Direct Connect® and Group Connect®	Unlimited
Mobile to Mobile	Unlimited
Nights & Weekends starting at 7 pm	Unlimited
Nationwide Long Distance	Included
Caller ID &	Included

Unlimited Nationwide Voice Plan	
Voice Mail	

- A. Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.
- B. *Service Pricing Discounts do not apply to the Unlimited Nationwide Voice Plan.

1.8 Custom Nextel Unlimited Voice, Messaging, and Data Plan

NET MRC	Custom Nextel Unlimited Voice, Messaging, and Data Plan
NET MRC	NET \$79.99
Anytime Minutes	Unlimited
Anytime Minutes Overage	Not Applicable
Pooled Anytime Minutes	Not Applicable
Mobile to Mobile	Unlimited
Nights & Weekends starting at 7 pm	Unlimited
Nationwide Long Distance	Included
Roaming	Not Applicable
Caller ID & Voice Mail	Included
Messages	Unlimited
BlackBerry Unlimited Email and Web Plan(BES) or Nextel Pro Pack	Included

- (1) Net Custom Nextel Unlimited Voice, Messaging, and Data Plan is of all discounts. Service Pricing Discount does not apply.
- (2) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features including, but not limited to, TalkgroupSM and International Direct ConnectSM are available with certain devices and may be subject to an additional charge.

1.9 NEXTEL FLAT RATE BUSINESS PLANS

- A. Sprint will charge Customer a Monthly Recurring Charge (“MRC”) and a flat rate per-minute charge for each minute used on a Nextel Corporate-Liable Active Unit. There are no included plan minutes.

Monthly Recurring Charge (“MRC”)	\$0.00
Per Minute Rate for all voice minutes used including Anytime Minutes, Nights & Weekends, Nationwide Long Distance, and Sprint Mobile-to-Mobile Calling	\$0.10
Per Minute Rate for Direct Connect® Minutes	\$0.10
Shared Minutes	Not Available
Caller ID & Voice Mail	Included

- (1) Direct Connect is available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, Group Connect®, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.
- (2) Activations on the above plan are not permitted via a Business Solutions Provider (BSP).
- (3) Only Corporate-Liable Activate Units on the Nextel Flat Rate Business Plan as of the Commencement of this Agreement are eligible to continue to use this plan. Corporate-Liable Active Units activated after the Commencement of this Agreement are not eligible to use the Nextel Flat Rate Business Plan.
- (4) Customer is not eligible to subscribe to any other Flat Rate Service Plans.

	Business Advantage Messaging 200	Business Advantage Messaging 450	Business Advantage Messaging 900	Business Advantage Messaging 1350	Business Advantage Messaging 2000	Business Advantage Messaging 4000
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included
Messaging	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited

- (1) Roaming charges are included.
- (2) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TeamDCSM, are available with certain devices and may be subject to an additional charge.
- (3) Unlimited Messaging includes text, picture, and video messages.
- (4) A Customer-Liable Active Unit on a Sprint Business AdvantageSM Plan will pool Anytime Minutes with other Customer-Liable Active Units on Sprint Business AdvantageSM Plans. Sprint Business AdvantageSM Plans will not pool Anytime Minutes with Sprint Business Essentials® Plans.

C. **Sprint Business Advantage Messaging and Data Plans.** Sprint Business Advantage Messaging and Data Plans include voice minutes of use as provided in the following table:

	Business Advantage Messaging and Data 200	Business Advantage Messaging and Data 450	Business Advantage Messaging and Data 900	Business Advantage Messaging and Data 1350	Business Advantage Messaging and Data 2000	Business Advantage Messaging and Data 4000
MRC	\$59.99	\$69.99	\$89.99	\$109.99	\$129.99	\$179.99
DISCOUNTED MRC	\$44.99	\$52.49	\$67.49	\$82.49	\$37.49	\$134.99
Anytime Minutes	200	450	900	1350	2000	4000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Any Mobile, Anytime SM	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	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
Messaging	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Data Access	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
GPS Navigation	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited

- (1) Any Mobile, Anytime provides unlimited minutes of use for standard voice calls directly dialed and received by domestic wireless numbers, as determined when the call is placed by using independent third party and Sprint databases. Any Mobile, Anytime is only available with select Sprint Business Plans and while on the Nationwide Sprint Network or the Nextel National Network. Standard Roaming rates and restrictions apply. Calls to voicemail, 411, 3-way calling and other indirect methods are not included. Customer may visit sprint.com/anymobileanytime for additional information.
- (2) Roaming charges are included.
- (3) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TeamDCSM, are available with certain devices and may be subject to an additional charge.
- (4) Unlimited Messaging includes text, picture, and video messages.
- (5) Unlimited Data includes:
 - (a) Email - Sprint Mobile Email, Sprint Mobile Email-Work, Microsoft Direct Push technology via ActiveSync, Versamail, or BlackBerry® Internet Service (BIS). BlackBerry Enterprise Service, GoodTM for Enterprises (BES) can be added for an additional MRC; and
 - (b) Mobile Web, Music Premier, TV Premier (excludes premium channels).
- (6) A Customer-Liable Active Unit on a Sprint Business AdvantageSM Plan will pool Anytime Minutes with other Customer-Liable Active Units on Sprint Business AdvantageSM Plans. Sprint Business AdvantageSM Plans will not pool Anytime Minutes with Sprint Business Essentials® Plans.

2.3 Sprint Business Essentials® Plans

	Business Essentials 400	Business Essentials 1000	Business Essentials 1400	Business Essentials 2000	Business Essentials 3000	Business Essentials 4000
MRC	\$39.99	\$59.99	\$79.99	\$99.99	\$149.99	\$199.99
DISCOUNTED MRC	\$29.99	\$44.99	\$59.99	\$74.99	\$112.49	\$149.99
Anytime Minutes	400	1000	1400	2000	3000	4000
Anytime Minutes Overage	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute
Unlimited Nights & Weekends 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
Pooled Anytime Minutes	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, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.
- C. A Customer-Liable Active Unit on a Sprint Business Essentials® Plan will pool Anytime Minutes with other Customer-Liable Active Units on Sprint Business Essentials® Plans. Sprint Business Essentials® Plans will not pool with Sprint Business AdvantageSM Plans.

2.4 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 conditions 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 BlackBerry devices.
- C. Monthly Recurring Charge

	BlackBerry Unlimited Email and Web Plan
MRC	\$39.99
DISCOUNTED MRC	\$29.99
Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand	Unlimited

- (1) Unless Customer adds a voice Business Plan that includes voice calls, long distance calls, and Domestic Roaming to the above BlackBerry data Business Plan, Customer will be charged \$0.20/minute for voice calls plus \$.025/minute for long distance calls. For devices on the Nationwide Sprint Network, Domestic Roaming calls are \$0.69/minute with an additional \$0.25/minute for long- distance calls.
- (2) Additional charges apply for messaging service.
- (3) Business Phone as Modem may be added for an additional \$15 MRC.

2.5 Sprint Bundled Voice & Data Plans

Sprint Bundled Voice & Data Plans			
	Custom BB 400	Custom BB 700	Custom BB 1000
MRC	\$49.99 NET MRC; Service Pricing Discounts will not apply	\$59.99 NET MRC; Service Pricing Discounts will not apply	\$69.99 NET MRC; Service Pricing Discounts will not apply
Anytime Minutes	400	700	1000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute
Sprint Mobile-to-Mobile	Included	Included	Included

Sprint Bundled Voice & Data Plans			
	Custom BB 400	Custom BB 700	Custom BB 1000
MRC	\$49.99 NET MRC; Service Pricing Discounts will not apply	\$59.99 NET MRC; Service Pricing Discounts will not apply	\$69.99 NET MRC; Service Pricing Discounts will not apply
Unlimited Nights & Weekends starting at 7 pm	Unlimited	Unlimited	Unlimited
Shared Minutes	* Included	* Included	* Included
Nationwide Long Distance	Included	Included	Included
Roaming	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included
Unlimited BlackBerry (without PAM)	Included	Included	Included
Unlimited Messages	Included	Included	Included

- (1) Customer's use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the BlackBerry service are located at <http://na.blackberry.com/eng/legal/terms.jsp>, and are subject to change without prior notice to Customer.
- (2) BlackBerry Business Plans can only be activated on a BlackBerry device.
- (3) * Customer-Liable Active Units on the Custom BB 400, the Custom BB 700, and/or the Custom BB 1000 share Anytime Minutes with Sprint Business Essentials® Plans. Customer-Liable Active Units on the Custom BB 400, Custom BB 700, and/or the Custom BB 1000 will not share Anytime Minutes with Sprint Business AdvantageSM Plans.

2.6 Sprint PRO Pack Bundled Voice & Data Plans

Sprint PRO Pack Bundled Voice & Data Plans			
	Custom PRO Pack 400	Custom PRO Pack 700	Custom PRO Pack 1000
MRC	\$49.99 NET MRC; Service Pricing Discounts will not apply	\$59.99 NET MRC; Service Pricing Discounts will not apply	\$69.99 NET MRC; Service Pricing Discounts will not apply
Anytime Minutes	400	700	1000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute
Sprint Mobile-to-Mobile	Included	Included	Included
Unlimited Nights & Weekends starting at 7 pm	Unlimited	Unlimited	Unlimited
Shared Minutes	* Included	* Included	* Included
Nationwide Long Distance	Included	Included	Included
Roaming	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included
Sprint PRO Pack	Included	Included	Included
Unlimited Messages	Included	Included	Included

- (1) Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- (2) The included email solution in the Sprint PRO Pack varies by device. Please review product specifications for details.
- (3) * Customer-Liable Active Units on the Custom PRO Pack 400, the Custom PRO Pack 700, and/or the Custom PRO Pack 1000 share Anytime Minutes with Sprint Business Essentials® Plans. Customer-Liable Active Units

on the Custom PRO Pack 400, Custom PRO Pack 700, and/or the Custom PRO Pack 1000 will not share Anytime Minutes with Sprint Business AdvantageSM Plans.

2.7 SPRINT FLAT RATE BUSINESS PLAN

- A. Sprint will charge Customer a Monthly Recurring Charge ("MRC") and a flat rate per-minute charge for each minute used on a Sprint Corporate-Liable Active Unit. There are no included plan minutes.

Monthly Recurring Charge ("MRC")	\$9.00 NET MRC; Government Service Pricing Discount will not apply
Per Minute Rate for all voice minutes used including Anytime Minutes, Nights & Weekends, Nationwide Long Distance, and Sprint Mobile-to-Mobile Calling	\$0.06
Shared Minutes	Not Available
Caller ID & Voice Mail	Included
Unlimited Mobile to Mobile	Included
Unlimited Nights and Weekends beginning at 9PM	Included
Unlimited Push-To-Talk	\$5.00 NET of all discounts

- (1) Customer may add one of the below Text plan to units activated on the Sprint Flat Rate Business Plan:

Messaging Plan	MRC	Additional Messages
300 Messages	\$3 NET OF ALL DISCOUNTS	\$0.20
1000 Messages	\$7 NET OF ALL DISCOUNTS	\$0.20
Unlimited Messages	\$15 NET OF ALL DISCOUNTS	N/A

- (2) Activations on the above plan are not permitted via a Business Solutions Provider (BSP).
- (3) Customer may have a maximum of 50% of its Customer-Liable Active Units on the Sprint Flat Rate Business Plan and/or the Nextel Flat Rate Business Plan (together the "Flat Rate Business Plans"). If the percentage of users on the Flat Rate Business Plans exceeds 50% of the total number of Customer-Liable Active Units, Sprint reserves the right to reject new orders for the Flat Rate Business Plans until the 50% ratio is achieved. Individual Liable lines are not eligible for this rate plan.
- (4) The above plan is available only to lines currently using the Flat Rate Business Plan. No new Flat Rate Business Plan activations permitted.

2.8 Unlimited Nationwide Voice Plan

Unlimited Nationwide Voice Plan	
NET MRC (Service Pricing Discount does not apply)	NET \$59.99
Anytime Minutes	Unlimited
Anytime Minutes Overage	Not Applicable
Pooled Anytime Minutes	Not Applicable
Direct Connect® and Group Connect®	Unlimited
Mobile to Mobile	Unlimited
Nights & Weekends starting at 7 pm	Unlimited
Nationwide Long Distance	Included
Roaming	Included
Caller ID & Voice Mail	Included

- (1) Roaming charges are included.
- (2) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features are available with certain devices and may be subject to an additional charge.
- (3) *Service Pricing Discounts do not apply to the Unlimited Nationwide Voice Plan.

2.9 Custom Sprint Unlimited Voice, Messaging, and Data Plan

	Custom Sprint Unlimited Voice, Messaging, and Data Plan
NET MRC	NET \$79.99
Anytime Minutes	Unlimited
Anytime Minutes Overage	Not Applicable
Pooled Anytime Minutes	Not Applicable
Mobile to Mobile	Unlimited
Nights & Weekends starting at 7 pm	Unlimited
Nationwide Long Distance	Included
Roaming	Not Applicable
Caller ID & Voice Mail	Included
Text Messages	Unlimited
BlackBerry Unlimited Email and Web Plan(BES) or Nextel Pro Pack	Included

- (1) Net Custom Sprint Unlimited Voice, Messaging, and Data Plan is net of all discounts. Service Pricing Discount does not apply.
- (2) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect features, including, but not limited to, TalkgroupSM and International Direct ConnectSM

2.10 SPRINT FLAT RATE BUSINESS PLAN

- A. Sprint will charge Customer a Monthly Recurring Charge ("MRC") and a flat rate per-minute charge for each minute used on a Sprint Corporate-Liable Active Unit. There are no included plan minutes.

Monthly Recurring Charge ("MRC")	\$0.00
Per Minute Rate for all voice minutes used including Anytime Minutes, Nights & Weekends, Nationwide Long Distance, and Sprint Mobile-to-Mobile Calling	\$0.10
Per Minute Rate for Direct Connect® Minutes	\$0.10
Shared Minutes	Not Available
Caller ID & Voice Mail	Included

- (1) Direct Connect is available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, Group Connect® and TeamDCSM, are available with certain devices and may be subject to an additional charge.
- (2) Activations on the above plan are not permitted via a Business Solutions Provider (BSP).
- (3) Only Corporate-Liable Activate Units on the Sprint Flat Rate Business Plan as of the Commencement of this Agreement are eligible to continue to use this plan. Corporate-Liable Active Units activated after the Commencement of this Agreement are not eligible to use the Sprint Flat Rate Business Plan.
- (4) Customer is not eligible to subscribe to any other Flat Rate Service Plans.
- (5) **Upgrade Terms.** Existing Corporate-Liable Active Units on the Sprint Flat Rate Business Plan may be upgraded or replaced 24 months after the Effective Date of the Agreement at device price mutually agreed upon by both parties at that time with a 24 month extension of the Minimum Service Term.

2.11 Sprint Voice Plan Add-Ons. The following options may be added to a Sprint voice Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC, unless otherwise noted.

- A. **Sprint Domestic Messaging Add-Ons.** Messaging add-ons include text, picture and video messages based on device capability. Additional charges apply for international messaging.

Messaging Plan	MRC	Additional Messages
300 Messages	\$0.00	\$0.20
Unlimited Messages	NET \$5.00	N/A

- (1) Net Messaging Plans are net of all discounts. Service Pricing Discount does not apply.
- (2) Sprint Domestic Messaging Add-On pricing found in this section is not combinable with the Sprint Flat Rate Business Plan as described in Section 2.7 above.
- B. The following option is required to be added to a Sprint voice Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC, unless otherwise noted.

Data Plan	MRC
Sprint Premium Data	NET \$10.00*

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

- (1) Sprint Premium Data requires an eligible Voice/Data bundled Business Plan or an eligible voice Business Plan and an eligible Sprint Pro Pack. Sprint Premium Data is required on certain wireless devices including but not limited to the HTC EVO 4G and Samsung Epic.

2.123G/4G Connection Card Plan

- A. 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 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.

B. 3G/4G Connection Plan Charges

MRC	NET \$41.99 ¹
Usage Included	Unlimited for Acceptable Use ²
Data Roaming limitation in Megabytes ("MB")	300 MB
Additional data Roaming usage above 300 MB	\$0.25 per MB ³

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

² 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 that broadcast more than 24 hours; 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.

³ 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.

2.13 Connection Plan

MRC	NET \$39.99 ¹
Data Services in Megabytes ("MB")	Unlimited for Acceptable Use ²
Voice Calls, including long distance (if card is capable)	\$0.20 per minute
Additional data Roaming usage above 300 MB	\$0.25 per MB ³

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

² Unlimited use 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 Unlimited for Acceptable Use Connection 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 that broadcast more than 24 hours; 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.

³ If Customer's data usage in a given month exceeds 300 MB while Roaming, Customer will be liable for the overage charges set forth in the table above.

- A. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible connection card. Where the Sprint 3G Network is available and an EVDO-compatible connection card is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.
- B. Sprint reserves the right to limit throughput speeds or the amount of data transferred, and to deny, terminate, modify, disconnect or suspend wireless data Service on the Sprint 3G Network and the Nationwide Sprint Network, for Customer's Wireless Data Connection Devices with data usage exceeding 5 GB/month in total, or 300 MB/month while Roaming.
- C. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

2.14 3G/4G Embedded Connection Plan

- A. The 3G/4G Embedded 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 sold 4G Network data-compatible embedded connection device. Customer may contact its Sprint Account Representative or visit 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.

B. 3G/4G Embedded Connection Plan Charges

MRC	NET \$42.99 ¹	NET \$47.99 ¹	NET \$89.99 ¹
Data Services limitation in Gigabytes ("GB")	5 GB ³	5 GB ³	10 GB
Overage charge for additional data Services usage above plan limit	\$0.05 per MB ²	\$0.05 per MB ²	\$0.05 per MB ²
Data Roaming limitation in Megabytes ("MB")	300 MB	300 MB	300 MB
Overage charge for additional data Roaming usage above plan limit	\$0.25 per MB ²	\$0.25 per MB ²	\$0.25 per MB ²
Indirect sales agent (inclusive of BSP)	Not permitted	Permitted	Permitted
Discretionary Credits (inclusive of PIC credit)	Not Permitted	Not Permitted	Not Permitted

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

² If Customer's data usage on the Sprint 3G Network and the Nationwide Sprint Network in a given month exceeds the plan's Data Services limitation or Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds both the plan's Data Services limitation and Data Roaming limitation.

³ Corporate-Liable Active Units activated on the 3G/4G Embedded Connection Plan shall not be placed on a standby plan that does not require payment of the entire 3G/4G Embedded Connection Plan as described in this section.

- (1) The 3G/4G Embedded Connection Plan includes unlimited data usage on the Sprint 4G Network and up to the plan's Data Services limitation on the Sprint 3G Network and 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; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.
- (5) A two year term is required if Customer receives a Wireless Device Discount.
- (6) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

2.153G Tablet Plans

MRC	NET \$29.99 ¹	NET \$39.99 ¹	NET \$44.99 ¹	NET \$89.99 ¹
Data Services limitation in Gigabytes ("GB")	2GB	3GB	5GB	10GB
Overage charge for additional data Services usage above plan limit	\$0.05 per MB ²			
Data Roaming limitation in Megabytes ("MB")	100MB	100MB	300MB	300MB
Overage charge for additional data Roaming usage above plan limit	\$0.25 per MB ²			
Messaging	Unlimited	Unlimited	Unlimited	Unlimited

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

² If Customer's data usage on the Sprint 3G Network and the Nationwide Sprint Network in a given month exceeds the plan's Data Services limitation or Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds both the plan's Data Services limitation and Data Roaming limitation.

- A. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data device. Where the Sprint 3G Network is available and an EVDO-compatible data device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.

- B. Sprint reserves the right, without notice or limitation, to limit throughput speeds or the amount of data transferred, or to deny, terminate, end, modify, disconnect or suspend wireless data Service on the Sprint 3G Network and the Nationwide Sprint Network, for Customer's Wireless Data Connection Devices with data usage exceeding the Data Services limitation and/or the Data Roaming limitation.
- C. Unlimited Messaging includes text, picture, and video messages.
- D. A one year term is required if Customer receives a Wireless Device Discount.
- E. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

2.16 SPRINT MOBILE INTEGRATION

A. Required Elements. In order to use Sprint Mobile Integration, Customer must acquire the following elements ("Required Elements"), whether through the Agreement or through separate contractual arrangements:

- 1) **Sprint and PowerSource Phones.** Sprint Mobile Integration only operates on Sprint and PowerSource phones that are data capable. Sprint Mobile Integration is not available on non-Sprint phones, phones activated on the Nextel National Network, or any phone with Nextel Direct Connect[®] capability.
- 2) **Business Plan.** Customer must activate and/or maintain an eligible Sprint voice Business Plan on the Nationwide Sprint Network or on a PowerSource Phone. A Sprint data plan or Sprint text messaging plan is not required.
- 3) **Sprint Global MPLS VPN Service.** Customer must purchase and/or maintain Sprint Global MPLS VPN Service between Customer's IP PBX location(s) and the Sprint Network. Customer also must implement "class of service" options to help ensure voice quality. Sprint offers Sprint Global MPLS VPN Service under the terms of the Sprint Global MPLS VPN Product Annex as posted at www.sprint.com/ratesandconditions. Pricing for Sprint Global MPLS VPN Service will be set forth separately. If Customer has Sprint Global MPLS VPN Service at the time Customer places an Order for Sprint Mobile Integration, then within 90 days following the end of the Implementation Period (defined below), Customer must be using Sprint Global MPLS VPN with the border gateway protocol ("BGP") or a static protocol. If Customer will be ordering Sprint Global MPLS VPN Service and Sprint Mobile Integration concurrently, Customer may not use Sprint Global MPLS VPN Service with any protocol other than BGP or a static protocol. In addition, for Tango Abrazo implementations, Customer must also purchase the Sprint Global MPLS VPN VAS Half Tunnel service to facilitate the connection between the Abrazo E hardware and the Abrazo C hardware.
- 4) **Cisco Unified Border Element.** Customer must provide a Cisco Unified Border Element ("CUBE") if a CUBE is required by Customer's Sprint Mobile Integration design. Sprint sells CUBEs under the terms of the Equipment Sales Product Annex as posted at www.sprint.com/ratesandconditions, and pricing for CUBEs purchased from Sprint will be set forth separately.
- 5) **Abrazo-E.** For Tango Abrazo implementations, Sprint sells the Abrazo-E pursuant to the terms and conditions of the Equipment Sales Product Annex as posted at www.sprint.com/ratesandconditions. Pricing for the Abrazo-E will be set forth separately. Customer's use of the Abrazo-E is subject to acceptance of the Tango end user license presented to Customer before Customer may use the Abrazo-E. The end user license for use of the Abrazo-E is located at <http://www.box.net/shared/ullutijzbe> and is subject to change without prior notice to Customer.

B. Optional Sprint Products and Services

- 1) **Managed Network Services.** To help ensure voice quality, Customer may purchase Sprint Managed Network Services for all of Customer's analog and digital gateway devices and CUBEs used with Sprint Mobile Integration. Sprint Managed Network Services provide installation, configuration, maintenance, and monitoring of the Sprint Mobile Integration-enabling equipment and related functions within Customer's LAN. Sprint offers Sprint Managed Network Services under the terms of the Sprint Managed Network Services Product Annex as posted at www.sprint.com/ratesandconditions. If Customer purchases Sprint Managed Network Services, pricing for such Services will be set forth separately.
- 2) **Enhanced In-Building Coverage.** Customer may need to install enhanced in-building coverage in order for Sprint Mobile Integration to work effectively. Pricing for enhanced in-building coverage will be set forth in a separate agreement with Sprint.

C. Pricing and Fees

(1) Pricing.

	List MRC Per Active Unit	Order Term MRC Per Active Unit
Sprint Mobile Integration	\$4.95	\$0.00

(2) Minimum Commitment Fee

- a. During each month of the Order Term, Customer must maintain an average of 50 Active Units activated with Sprint Mobile Integration per IP PBX utilized in Customer's Sprint Mobile Integration design ("Minimum Mobile Integration

Commitment Level"). If, during any month of the Order Term, the average number of Active Units activated with Sprint Mobile Integration is less than 50 per Customer IP PBX, Sprint may charge Customer the following Sprint Mobile Integration minimum commitment fee ("Minimum Commitment Fee") for each such month:

$$(50 \times \# \text{ Customer IP PBXes}) - \# \text{ of Active Units activated with Sprint Mobile Integration in such month} \times \$4.95 \text{ List MRC} = \text{Minimum Commitment Fee}$$

- b. Customer will be liable for the Minimum Commitment Fee in addition to the MRCs for the Corporate-Liable Active Units with Sprint Mobile Integration during the applicable month and liability for the Minimum Commitment Fee does not affect any other applicable Business Plan Service usage charges.

- (3) **Termination Fee.** If Customer terminates Sprint Mobile Integration before the end of the Order Term, Sprint will charge Customer the following early termination fee ("Mobile Integration Termination Fee"):

$$(50 \times \# \text{ Customer IP PBXes}) \times \$4.95 \text{ List MRC} \times \# \text{ of months remaining in the Order Term} = \text{Mobile Integration Termination Fee}$$

- (4) **Application of Fees.** If Customer is subject to the Mobile Integration Termination Fee, Customer will not be liable for the Minimum Commitment Fee for those months remaining in the Order Term after termination. If Customer is subject to the Termination for Convenience Fee (as defined below), Customer will not be liable for the Mobile Integration Termination Fee.

D. **Sprint Mobile Integration Timeline**

- 1) **Order Term.** The Order Term for Sprint Mobile Integration is 24 months from the conclusion of the first Implementation Period (as defined below). At the end of the Order Term, Sprint may continue to provide Sprint Mobile Integration on a month-to-month basis at the Order Term MRC in the table above and on the same terms and conditions; provided that either party may terminate Sprint Mobile Integration at the end of the Order Term or during the month-to-month continuation period by providing the other party written notice at least 30 days before the effective termination date.
- 2) **Implementation Period and Ramp Up Period.** When Customer places an Order for Sprint Mobile Integration, Sprint and Customer will agree on (A) a scope of work and test criteria; (B) an implementation period to enable Sprint and Customer to implement and test Sprint Mobile Integration on each Customer IP PBX included in Customer's Sprint Mobile Integration design ("Implementation Period"), and (C) a ramp up period, not to exceed 90 days, following the Implementation Period to enable Customer to attain the Minimum Mobile Integration Commitment Level.
- 3) **Acceptance Period.** Following the Implementation Period, Customer will have 5 business days to complete its testing of Sprint Mobile Integration on the applicable Customer IP PBX ("Acceptance Period"). If Customer elects not to participate in testing, Sprint Mobile Integration will be deemed accepted 5 days after the Implementation Period for the applicable Customer IP PBX.
- 4) **Evaluation Period.** Customer will have a period of 30 days from the expiration of the Acceptance Period to evaluate Sprint Mobile Integration on the applicable Customer IP PBX ("Evaluation Period").
 - a. Upon expiration of the Evaluation Period for a Customer IP PBX, if Sprint Mobile Integration has met the required success criteria set forth in the scope of work for that IP PBX ("Mobile Integration Required Success Criteria"), but Customer provides notice to Sprint that Customer wishes to discontinue receiving Sprint Mobile Integration for that IP PBX, Customer will pay Sprint \$5,000.00 for the terminated IP PBX ("Termination for Convenience Fee"), and Sprint will take possession of any Sprint Mobile Integration equipment provided by Sprint under the Agreement for the terminated IP PBX.
 - b. Upon expiration of the Evaluation Period, if Sprint Mobile Integration has not met the Mobile Integration Required Success Criteria for a Customer IP PBX, Customer may terminate Sprint Mobile Integration for that IP PBX without liability, and Sprint will take possession of any Sprint Mobile Integration equipment provided by Sprint under the Agreement for the terminated IP PBX.

E. **ADDITIONAL TERMS AND CONDITIONS.** Sprint provides Sprint Mobile Integration with the features, and under the terms and conditions, set forth in the Sprint Mobile Integration Product Annex as attached to this Agreement. .

F. **PRICING EXPIRATION.** To receive the Order Term MRC listed in Section 2.15.C above, (1) the parties must include Sprint Mobile Integration in the Agreement on or before December 31, 2011, and (2) on or before March 31, 2012, Customer must (a) place an Order for Sprint Mobile Integration, and (b) acquire and have installed and available (as applicable) the Required Elements listed in Section 2.15.A above.

2.17 **SPRINT DATA LINK**

- A. **Simple Data Link connectivity.** The Sprint Data Link option provides Customer simple Data Link connectivity via IPVPN, MPLS or Sprint Link Frame Relay (SLFR). A one-time Data Link network connectivity fee of \$500 will apply to new Data Link customers. In addition to the charges set forth in the Business Plan, Sprint will charge Customer a \$10 MRC for Sprint Data Link connectivity on 4G single-mode devices.
- B. **SHRA/NAT Add-On to Sprint Data Link.** This add-on is for Data Link customers utilizing one or both of the Sprint value-added services listed below. There is no additional one-time charge of \$500 when SHRA and/or NAT are

added. In addition to the SHRA/NAT Premium Add-on MRC in the table below, Sprint will charge Customer a \$10 MRC premium for Sprint Data Link connectivity on 4G single-mode devices.

- (1) Sprint Hosted RADIUS Authentication (SHRA) – SHRA provides customers with a hosted username and password management solution for their wireless users/devices.
- (2) Network Address Translation (NAT) – NAT is a technique of translating network traffic through a router that involves re-writing the source and/or destination.

SHRA/NAT Premium Add-On	
Net MRC (Service Pricing Discount Does Not Apply)	\$5.00

- C. **IP Addresses.** Dynamic IP address assignment is the default method currently in use by the Sprint Data Link solution. Sprint will not charge Customer MRCs for Sprint-provided dynamic IP addresses or Customer-provided IP addresses.
 - (1) Data Link can also support customer specific dynamic and static IP address assignments that comply with "RFC 1918 - Address Allocation for Private Internets."
 - a) Supported IP Address Range – 10.X.X.X and 192.168. X.X.
 - b) Unsupported IP Address Range - 172.16.X
 - (2) Non-Recurring Charges. Sprint will charge Customer \$250 as a non-recurring charge for setup costs. These non-recurring charges apply to Customer-specific dynamic and static IP address assignments.
- D. **Implementation Options.** Customer selects one of the following implementation options for Sprint Data Link (must select one):
 - Option 1 - Sprint Data Link via IP VPN
 - Option 2 - Sprint Data Link via SprintLink Frame Relay
 - Option 3 - Sprint Data Link via MPLS VPN
- E. **Additional Terms.** Customer must comply with the Sprint Data Link Product Annex, which is incorporated into this Agreement as posted to www.sprint.com/ratesandconditions as of the date Customer signs the Agreement.

Taxes, Fees and Surcharges

Wireless Voice Service	
State 911	\$0.28 per access line
Federal USF	3.75% on Intrastate charges
Federal USF	15.30% on Interstate charges
State Gross Receipts	0.25%
Columbus City Sales tax	0.50% - County Government accounts are City Sales Tax Exempt
Franklin County Sales tax	1.00% - County Government accounts are County Sales Tax Exempt
Ohio State Sales tax	5.50% - County Government accounts are State Sales Tax Exempt
Admin fee	\$1.50 per access line
Reg fee	\$0.40 per access line
Data Services	
State Gross Receipts	0.25%
Columbus City Sales tax	0.50% - County Government accounts are City Sales Tax Exempt
Franklin County Sales tax	1.00% - County Government accounts are County Sales Tax Exempt
Ohio State Sales tax	5.50% - County Government accounts are State Sales Tax Exempt
Calling Features – Voicemail	
Columbus City Sales tax	0.50% - County Government accounts are City Sales Tax Exempt
Franklin County Sales tax	1.00% - County Government accounts are County Sales Tax Exempt
Ohio State Sales tax	5.50% - County Government accounts are State Sales Tax Exempt
Internet Service	
Columbus City Sales tax	0.50% - County Government accounts are City Sales Tax Exempt
Franklin County Sales tax	1.00% - County Government accounts are County Sales Tax Exempt
Ohio State Sales tax	5.50% - County Government accounts are State Sales Tax Exempt

Admin fee	\$1.50 per access line
Reg fee	\$0.40 per access line
Equipment Sales – Handsets, Hotspots and Connection Cards	
Columbus City Sales tax	0.50% - County Government accounts are City Sales Tax Exempt
Franklin County Sales tax	1.00% - County Government accounts are County Sales Tax Exempt
Ohio State Sales tax	5.50% - County Government accounts are State Sales Tax Exempt

List below the billing increment(s) your plan(s) offers.

Airtime is recorded once a call is answered – either by the recipient, or by the recipients’ voicemail system. There is no charge for unanswered calls or calls that reach a busy signal. Voicemail calls may accrue several minutes of airtime, depending upon the length of the greeting and the message left. Cellular calls answered will bill a minimum of one minute. After the first minute they are billed based on actual call length and are rounded up to the nearest minute.

For Sprint Data plans, users are charged on a per kilobyte basis for data used (rather than airtime), whether data is sent or received by a Sprint phone or other wireless device - even for certain third generation voice services. Data packet usage is measured in kilobytes and is rounded up to the next whole kilobyte. Kilobyte usage is rated up to four decimal places. Rounding up occurs at the end of each separate session or each clock hour (at the top of each hour), if the session spans more than one clock hour. Rounding of kilobyte charges occur at the end of each billing period and the total kilobyte charges are rounded to the next nearest cent. Your Sprint invoice will show all data usage and charges.

Direct Connect calls accrue an initial usage period of six seconds to connect, plus the actual airtime utilized, rounded to the nearest second. Group Direct Connect calls (radio transmission to more than one recipient within a user’s talk group) will incur the amount of airtime used multiplied by the number of recipients that the message was received from. Direct Connect alerts not answered accrue no airtime, and thus no charges.

Warranty & Equipment Protection Plans

In addition to the warranty provided by the manufacturer, Sprint offers optional plans to cover County equipment for non-warranty claims. Total Equipment Protection (TEP), a combination of the Equipment Service and Repair Program (ESRP) and the Equipment Replacement Program (ERP), covers all handset-related issues except fraud and intentional abuse. TEP is the best value; however, both ESRP and ERP are available separately. The \$35 repair fee is waived if enrolled in these programs.

ESRP includes coverage for mechanical or electrical failure, routine maintenance or failure from normal wear and tear. ERP includes insurance for loss, theft, physical damage, liquid damage or corrosion. TEP, ESRP or ERP may be added to your line within 30 days of activating or upgrading your device, at the time of a paid repair or at any time when enrolling 10 or more lines on the same account.

Total Equipment Protection

The best value to protect your phones, smartphones or mobile broadband cards is Sprint’s Total Equipment Protection (TEP). This coverage combines the protection offered in the Equipment Replacement Program (ERP) and the Equipment Service and Repair Program (ESRP) for devices active on the Sprint account at the time of the incident.

TEP provides insurance coverage for your active Sprint devices (netbooks/notebooks and tablets are not eligible for TEP) from loss, theft, physical or liquid damage, the same as with the ERP. It also provides service contract repair or replacement for mechanical or electrical problems, normal wear and tear and routine maintenance, the same as with the ESRP. County employees are allowed 3 Equipment Replacement Program insurance replacements in any 12-month period, with a non-refundable deductible of \$50, or \$100 for advanced wireless devices, for each approved request. Repairs or replacement are at no additional charge. Replacement of equipment will be of the same or a comparable model. Replacement equipment may be reconditioned.

	Total Equipment Protection (Best Value)	Equipment Replacement Program	Equipment Service and Repair Program
Coverage			
<i>Mechanical or Electrical Failure</i>	●		●
<i>Failure Due to Wear and Tear</i>	●		●
<i>Physical Damage</i>	●	●	
<i>Loss or Theft</i>	●	●	
<i>Liquid Damage or Corrosion</i>	●	●	
<i>Deductible*</i>	\$50/\$100	\$50/\$100	\$0
Pricing (applied on a per account basis)			
<i>1-24 lines</i>	\$8/mo. (per device)	\$5/mo. (per device)	\$4/mo. (per device)
<i>25-99 lines</i>	\$7/mo. (per device)	\$5/mo. (per device)	\$3/mo. (per device)
<i>100+ lines</i>	\$6/mo. (per device)	\$5/mo. (per device)	\$2/mo. (per device)
<i>Under the Total Equipment Protection or Equipment Replacement Program there is a limit of 3 claims within any consecutive 12 months with a maximum replacement value of \$1000 per approved claim.</i>			
<i>*\$50 or \$100 depending on model; deductible applies on replacements for lost, stolen, liquid or physically damaged devices. For a complete list of phone models and deductible amount, visit sprint.com/protection</i>			
<i>Replacement may be new or remanufactured or a different model with similar features as your original equipment. You may cancel coverage at any time and receive a prorated credit of monthly premiums/fees.</i>			
<i>Act Now! You only have 30 days to enroll in these programs when you activate or upgrade to a new device, if you enroll fewer than 10 lines in Total Equipment Protection. If you enroll 10 or more lines, you can enroll at any time.</i>			

TEP Key Benefits for Businesses

- ◆ The County will be covered for virtually anything that can happen to a device, excluding intentional damage, for a predictable monthly expense. There is a \$50 or \$100 deductible per approved insurance replacement (depending upon device).
 - ◆ Corporate-liable (CL) customers receive up to a \$2.00 discount per enrolled device, depending on volume.
 - ◆ CL customers who want to enroll 10+ lines can do so at any time. The 30-day enrollment restriction is waived.
 - ◆ Your employees with TEP on most RIM and Android devices as well as select feature phones can access the Total Equipment Protection App at www.sprint.com/protection, where they will benefit from the following features at no additional charge (features may vary by device):
 - Locate lost device by sounding an alarm on the smartphone even if in silent mode, doing a real time locate via GPS technology, or viewing the smartphone's location history on a map via a Web Interface
 - Remotely lock their smartphone
 - Erase contacts in the address book on a lost smartphone
 - Back-up, manage and restore contacts via a Web interface
- The Total Equipment Protection App is currently available for downloading on most RIM and Android devices as well as select feature phones. It is included with TEP as an added value and cannot be purchased separately.
- ◆ TEP coverage continues for as long as you maintain it on the phone; the manufacturer's warranty on a new phone provides limited coverage and it expires after 12 months.
 - ◆ Customers enrolled in TEP who have a phone issue have a predictable and convenient path to resolution.
 - ◆ Sprint has service locations throughout the country to support repairs.
 - ◆ The \$35 per-incident service fee, normally charged for both in-warranty and out-of-warranty phone problems, will not be charged to customers with TEP (or ESRP only); both TEP and ESRP cover unlimited repairs at no additional charge.
 - ◆ The loss, theft or physical-damage claim process is fast and convenient at www.phoneclaim.com, with instant claim approval and email notification. Phones are replaced quickly to lessen the impact of missed business opportunities. Replacement phones are delivered the next day if the claim is filed by 10:00 pm Central Time.
 - ◆ Specific high-risk or high-cost devices can be protected. Not all phones on the business account must be covered.

Other Equipment Protection Programs

Either of the two programs included in Total Equipment Protection are also available separately:

- ◆ **Equipment Replacement Program (ERP).** The Equipment Replacement Program, underwritten by Continental Casualty Company, covers the replacement of your Sprint or Nextel device in the event of loss, theft, physical or liquid damage. Subscribers are allowed 3 replacements under this program in any 12-month period. A non-refundable deductible of \$50 (\$100 for advanced wireless devices) applies for each approved replacement.
- ◆ **Equipment Service and Repair Program (ESRP).** The Equipment Service and Repair Program covers the service and repair or replacement of your Sprint or Nextel device for mechanical or electrical problems, normal wear and tear and routine maintenance. The malfunctioning device must be turned in at the time of replacement.

Individual Service and Repair Options

If you choose not to enroll in one of the Equipment Protection Programs, you can still obtain service, repair, and replacement from one of Sprint's Service and Repair Centers, conveniently located around the U.S. The following table describes your service and repair options and related charges.

Option	Turnaround	Price
Sprint Phone Repair Center Service Visit one of 1,300 Sprint Phone Repair Centers for face-to-face service. For the nearest location, visit www.sprint.com/storelocator .	1-3 business days Not all phones are eligible	Without TEP or ESRP, a per-incident service fee of \$35 will be charged for both in-warranty and out of warranty service.*
Customer Care Call Customer Care for self service and request a replacement for a defective or non-working phone.	1-3 business days All devices ship standard overnight	Without TEP or ESRP, a per-incident service fee of \$35 will be charged for both in-warranty and out of warranty service.*

For customers using the above Individual Service Options, the following restrictions will apply:

- ◆ The technical consultant at the time of your visit or call will determine eligibility for a phone repair covered by the \$35 fee.
- ◆ The following are Not Covered by warranty: Lost or stolen devices, liquid damage or corrosion, and battery, accessories and device damage beyond repair.
- ◆ Repaired or replaced equipment is covered from hardware or software failure for 30 days. Customers will receive a repaired or replaced unit at no charge if the equipment exhibits software or hardware failure within 30 days from time of original repair. The Service and Repair Center determines whether the equipment is repaired or replaced. The customer must return to the original repair location for this policy to apply.

30-Day Repair or Replacement Policy

Customer repaired or replaced equipment is covered from hardware or software failure for 30 days after repair or replacement at a Service Center. Customers will receive a repaired or replaced unit at no charge if the equipment exhibits software or hardware failure within 30 days from time of original repair. The Service Center determines if equipment is repaired or replaced. The customer must return to the original repair location for this policy to apply. The Sprint 30-Day Repair or Replacement Policy does not apply to Direct Protect or the Equipment Replacement Program.

Additional Conditions:

- ◆ Customer must return the complete, undamaged phone(s)/device(s) with original receipt
- ◆ Refunds based on sale price at time of purchase
- ◆ Customer must request service deactivation within 30 days
- ◆ Activation and early termination fee are waived
- ◆ Customer must pay actual usage (service charge, taxes and Sprint fees)