NOTICE OF RENEWAL OF CONTRACT

TO: Microsoft
5355 Wisconsin Avenue, N.W.
Washington DC 20015

DATE ISSUED: 5/06/2014

CONTRACT NO: 266-11

CONTRACT TITLE: Microsoft Premier Support Services

THIS IS A NOTICE OF RENEWAL OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective March 29, 2015 and expires on March 28, 2016.

This is the FINAL year of a possible SIX year contract.

CONTRACT PRICING:
1) REFER TO AGREEMENT NO VA-100326-MCS.

ATTACHMENTS:
1) VA-100326-MCS.

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Kent Smith
TELEPHONE NO.: 703-624-7030
VENDOR PAYMENT TERMS: NET 30 DAYS
EMAIL ADDRESS: kentsmith@microsoft.com

COUNTY CONTACT: James Colevas
TELEPHONE NO.: 703-228-3295
EMAIL ADDRESS: jcolevas@arlingtonva.us

CONTRACT AUTHORIZATION

Robert W. Jenkins, CPPB
Assistant Purchasing Agent

Date 03/13/15
Commonwealth of Virginia
Virginia Information Technologies Agency

MICROSOFT MASTER SERVICES AGREEMENT
STATE & LOCAL (NON-STANDARD)

Optional Use Contract

Date: March 3, 2015
Contract #: VA-100326-MCS

Authorized User: All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia

Contractor: Microsoft
5355 Wisconsin Ave., N.W.
Suite 600
Washington, DC 20015

FIN: 91-1144442

Contact Person: Kent Smith
Phone: 703-624-7030
Fax: 425-936-7329 (Attn: Kentsmi)
Email: kentsmi@microsoft.com

Term: March 29, 2015 – March 28, 2016

Payment: Net 30 days

For Additional Contract Information, Please Contact:
Virginia Information Technologies Agency
Supply Chain Management

Greg Scearce
Strategic Sourcing Specialist
Phone: 804-416-6166
E-Mail: gregory.scearce@vita.virginia.gov
Fax: 804-416-5361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of $100,000.00 is required for State Agencies and Institutions only.
<table>
<thead>
<tr>
<th>Change No.</th>
<th>Description of Change</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Update contact information for Richard Treadway</td>
<td>8/22/11</td>
</tr>
<tr>
<td>2</td>
<td>Mod 1 extend contract term</td>
<td>03/29/13</td>
</tr>
<tr>
<td>3</td>
<td>Removes Richard Treadway from contact list</td>
<td>11/08/13</td>
</tr>
<tr>
<td>4</td>
<td>Mod 2 extends contract term one year</td>
<td>3/13/14</td>
</tr>
<tr>
<td>5</td>
<td>Mod 3 extends contract term</td>
<td>03/29/15</td>
</tr>
</tbody>
</table>
MODIFICATION # 3
TO
CONTRACT NUMBER VA-100326-MCS
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MICROSOFT CORPORATION

This MODIFICATION # 3 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Microsoft Corporation hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-100326-MCS (the Agreement).

The purpose of this Modification is to document both parties’ agreement to modify the Contract as follows:

Per contract term 14 “Term and Termination”, this agreement is renewed for one year from 03/29/2015 through 3/28/2016.

The foregoing is the complete and final expression of the parties’ agreement to modify Contract VA-100326-MCS and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

MICROSOFT CORPORATION
BY: 
NAME: David T. Gallagher
TITLE: Director of Contracts
DATE: 2/25/2015

COMMONWEALTH OF VIRGINIA
BY: 
NAME: E. Amy Gants
TITLE: CIO, Secretariat/VA
DATE: 2/25/15
AMENDMENT NO. 4

MAR 04 2015

CONTRACT TITLE: Wireless Digital Voice & Data Services, Associated Services/Equipment

CONTRACTOR
Sprint Solutions, Inc.
6500 Sprint Parkway MS HL5ATX
Overland Park, KS  66251

VENDOR CODE 1000011720

CONTRACT NO. 4400001435

By mutual agreement, Contract No. 4400001435 is amended as follows:

1. The contract is renewed for one year from July 1, 2015 through June 30, 2016.

2. Updated wireless pricing plans are added as outlined in the “Fourth Amendment - Sprint Reference No. BSG1412-0599”, attached hereto.

All other terms, prices, and conditions remain the same.

ACCEPTANCE:

BY:  

(Signature)  

Michaela Clairmonte

(Printed)

February 27, 2015

(Date)

MGR – Contract Negotiations

>Title

Sprint—Approved as to Legal Form

TFD 27 Feb 15

Roger L. Ball

Director

DISTRIBUTION:

FCPS – Information Technology – Jean Welsh (inwelsh@fcps.edu)

FCPS – Information Technology – Debra Borden (daborden@fcps.edu)

FC – DIT – Athena Baker (Athena.Baker@fairfaxcounty.gov)

Contractor – Steven H. Kronthal (Steven.H.Kronthal@sprint.com)
FOURTH AMENDMENT TO
CONTRACT NO. 4400001435
(Sprint Reference No. BSG0910-0601)

This Fourth Amendment (BSG1412-0599) is made to Contract No. 4400001435 (formerly RQ10-145780-69B [Sprint Reference No. BSG0910-0601]) between SPRINT SOLUTIONS, INC. as contracting agent on behalf of the applicable Sprint affiliates providing the Products and Services ("Sprint" or "Nextel") and FAIRFAX COUNTY PUBLIC SCHOOLS ("Customer"), signed by Customer on February 6, 2010 and Sprint on February 4, 2010 (the "Agreement") as amended by:

<table>
<thead>
<tr>
<th>AMENDMENT NUMBER</th>
<th>BSG #</th>
<th>CUSTOMER SIGNATURE DATE</th>
<th>SPRINT SIGNATURE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>BSG1008-0120</td>
<td>November 17, 2010</td>
<td>November 5, 2010</td>
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<tr>
<td>Second</td>
<td>BSG1112-0365</td>
<td>September 25, 2012</td>
<td>September 21, 2012</td>
</tr>
<tr>
<td>Third</td>
<td>BSG1311-0396</td>
<td>January 24, 2014</td>
<td>January 13, 2014</td>
</tr>
</tbody>
</table>

The following modified and added terms and conditions are made a part of the Agreement effective on the first day of the first billing month after this Amendment is signed by Sprint and Customer ("Fourth Amendment Effective Date").

Sprint and Customer agree as follows:

1. RENEWAL: Pursuant to Section 2 ("TERM") in Contractor's Government Wireless Services Agreement BSG0901-0601, the parties mutually agree to utilize the final, one-year renewal period effective July 1, 2015 through June 30, 2016.

2. The Agreement is amended in Contractor's Government Wireless Services Agreement BSG0901-0601 by deleting Section 3 ("ATTACHMENTS") in its entirety and replacing it with a new Section 3 ("ATTACHMENTS") as follows:

3. ATTACHMENTS. The following attachments are incorporated into this Agreement by reference:
   - Attachment A: Wireless Services Term and Volume Discount
   - Attachment A-1: DELETED
   - Attachment A-2: Sprint PCS Services Business Plans & Policies
   - Attachment A-3: DELETED
   - Attachment B: DELETED
   - Attachment C: Schools and Libraries Funding Program Addendum
   - Attachment D: Machine-to-Machine Services Pricing & Policies (Government Customer)
   - Attachment E: Machine-to-Machine Services Product Annex

3. The Agreement is amended in Contractor's Government Wireless Services Agreement BSG0901-0601 in Section 17 ("MISCELLANEOUS") by deleting subsection 17.8 ("NOTICE") in its entirety and replace it with new subsection 17.8 ("NOTICE") as follows:

   17.8 Notice. Notices required under this Agreement must be submitted in writing to the party's address for notice listed in the Agreement or Order and, in the case of a dispute, notices also must be sent to:
   - Sprint
   - Attn: Law Department – Public Sector
   - MS: VARESA0208
   - 12502 Sunrise Valley Drive
   - Reston, VA 20196

4. The Agreement is amended in Contractor's Government Wireless Services Agreement BSG0901-0601 in Section 17 ("MISCELLANEOUS") by adding new subsection 17.12 ("SHUTDOWN OF NEXTEL NATIONAL NETWORK") as follows:

   17.12 Shutdown of the Nextel National Network. On June 30, 2013, Sprint ceased operating the Nextel National Network. As of June 30, 2013, Sprint no longer supports Nextel Services or Nextel Devices, and the terms and provisions of Customer's Agreement related solely to Nextel Services or Nextel Devices are no longer applicable.

5. The Agreement is amended in Contractor's Government Wireless Services Agreement BSG0901-0601 in Section 17 ("MISCELLANEOUS") by adding new subsection 17.13 ("TECHNOLOGY EVOLUTION") as follows:

   17.13 Technology Evolution.
   - A. In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Sprint will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Agreement to the contrary, Sprint reserves the right, in its sole discretion, after providing the notice set forth in subsection B below, to: (1) migrate Customer to a replacement technology; or (2) discontinue any Product, Service, Business Plan, network standard or technology, without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, Business Plan, or network.
B. If Sprint takes any action set forth in subsection A above, Sprint will provide advance notice reasonably designed to inform each affected Customer of such pending action. The form of Sprint's notice may include without limitation, providing written notice to any address listed in the Agreement for Customer or any address Sprint uses for billing or as set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of Sprint's pending action.

6. The Agreement is amended in Contractor's Government Wireless Services Agreement BSG0901-0601 in Attachment A-2 ("SPRINT PCS SERVICES BUSINESS PLANS & POLICIES") by adding new paragraph 2.11 ("GEOTAB GO6 SOLUTION") as follows:

2.11 Geotab GO6 Solution.
A. General.
1. MyGeotab is a cloud-based fleet management Application from Geotab, Inc. ("Geotab"). The Business Plans set forth in this section are available only for activation on Geotab's GO6 devices utilizing the MyGeotab Application. Equipment, including GO6, Garmin or Android devices, accessories, installation, professional services, Sprint Data Access Plans, and maintenance support are not included. Customer may purchase these products and services from Sprint or a Sprint-authorized provider for an additional charge. In Sprint’s sole discretion, MyGeotab may not be purchased in conjunction with certain Sprint promotions or contests.
2. Customer’s use of the MyGeotab Application is subject to acceptance of the Geotab End User Agreement Terms and Conditions presented to Customer upon first log-in to the MyGeotab Application ("Geotab Terms"). Customer may log-in to the MyGeotab Application at http://my.geotab.com. The Geotab Terms are subject to change without prior notice to Customer.
3. For technical support related to Customer’s Geotab solution, including MyGeotab, Customer should call (800) 397-7102.

B. Charges

<table>
<thead>
<tr>
<th>Geotab Basic</th>
<th>Geotab Professional</th>
<th>Geotab Professional + Hours of Service (HOS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRC</td>
<td>$14.45*</td>
<td>$18.75*</td>
</tr>
<tr>
<td>MyGeotab</td>
<td>Included</td>
<td>included</td>
</tr>
</tbody>
</table>

* MRC is net of all discounts. Customer’s Service Pricing Discount is not applicable.
1. A one year Minimum Service Term is required.

C. Features
1. Geotab Basic provides features that are GPS position and time-based, including: location, breadcrumb trail, geofencing, idling, speeding, stop/start times and time/location-based safety alerts, and maintenance reminders.
2. Geotab Professional provides the features of Geotab Basic plus accelerometer and engine data, such as: driver alerts for movement-based activity, swerving, harsh braking and acceleration, and engine diagnostic codes.
3. Geotab Professional + Hours of Service (HOS) provides the features of Geotab Professional plus integration with either Customer’s Garmin Ltd. device or an Android tablet to provide fleet owners the ability to keep electronic driver logs.
4. Hours of Service and Driver Vehicle Inspection Reports (DVIRs) are accessible via select in-vehicle devices, such as an Android tablet. Customer may contact its Sprint Account Representative for information on compatible devices. An additional data Business Plan is required for tablets and other devices accessing DVIRs.
5. The features described above may change in Geotab's sole discretion.

7. The Agreement is amended in Contractor's Government Wireless Services Agreement BSG0901-0601 in Attachment A-2 ("SPRINT PCS SERVICES BUSINESS PLANS & POLICIES") by adding new paragraph 2.12 ("SPIREON FLEETLOCATE TRAILER MANAGEMENT SOLUTION – OPTION A") as follows:

2.12 SPIREON FLEETLOCATE TRAILER MANAGEMENT SOLUTION – OPTION A. The Spireon FleetLocate Trailer Management Solution – Option A ("FleetLocate Trailer Solution-A") includes a web-based trailer management Application from Spireon, Inc. ("Spireon") that provides real-time trailer location information ("Spireon Trailer Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12 and Spireon FL22 wireless devices provided by Spireon ("Trailer Devices"). In addition to access to the Spireon Trailer Application, the MRC for the FleetLocate Trailer Solution-A includes access to the Nationwide Sprint Network, training, and standard ground shipping for the Trailer Devices. Trailer Devices, installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the Trailer Devices remains with Spireon. Customer is not purchasing the Trailer Devices under this Agreement.

A. Charges

<table>
<thead>
<tr>
<th>FL12 Trailer Device</th>
<th>FL22 Trailer Device</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRC</td>
<td>$12.95*</td>
</tr>
<tr>
<td>Data Services in Megabytes (&quot;MB&quot;)</td>
<td>5MB</td>
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<tr>
<td>Overage per KB</td>
<td>$0.003</td>
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<tr>
<td>MRC</td>
<td>FL12 Trailer Device</td>
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<tr>
<td>-----</td>
<td>---------------------</td>
</tr>
<tr>
<td></td>
<td>$12.95*</td>
</tr>
<tr>
<td>Data Services in Megabytes (“MB”)</td>
<td>5MB</td>
</tr>
<tr>
<td>Overage per KB</td>
<td>$0.003</td>
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<tr>
<td>Spireon Web-Based Software</td>
<td>Included</td>
</tr>
<tr>
<td>Device Activation Fee**</td>
<td>$27.95</td>
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<tr>
<td>Trailer Device Fee**</td>
<td>$249</td>
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<tr>
<td>Minimum Service Term</td>
<td>3 Years</td>
</tr>
</tbody>
</table>

* MRC is net of all discounts. Customer’s Service Pricing Discount is not applicable.
** The Device Activation Fee and the Trailer Device Fee are each one-time charges that will be applied for each Trailer Device activated with the FleetLocate Trailer Solution-A.

1. Activations of the FleetLocate Trailer Solution-A may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Trailer Solution-A may not be purchased in conjunction with certain Sprint promotions or contests.

B. Customer’s use of the Spireon Trailer Application and the Trailer Devices is subject to Customer’s acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal (“Spireon Terms”). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Trailer Solution-A. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Trailer Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Trailer Solution-A, Customer should call Spireon at 866-398-4087.

8. The Agreement is amended in Contractor’s Government Wireless Services Agreement BSG0901-0501 in Attachment A-2 (“SPRINT PCS SERVICES BUSINESS PLANS & POLICIES”) by adding new paragraph 2.13 (“SPIREON FLEETLOCATE TRAILER MANAGEMENT SOLUTION – OPTION B”) as follows:

2.13 The Spireon FleetLocate Asset Management Solution – Option B (“FleetLocate Asset Solution-B”) includes a web-based asset tracking Application from Spireon, Inc. (“Spireon”) that provides one or two location pings each day to enable Customer to monitor its assets and inventory (“Spireon Application”). The Business Plan set forth in this section is available only for activation on the Spireon FL700 wireless device provided by Spireon (“FL700 Device”). In addition to access to the Spireon Asset Application, the MRC for the FleetLocate Asset Solution-B includes access to the Nationwide Sprint Network, use of the FL700 Device, training, and standard ground shipping for the FL700 Device. Installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint’s sole discretion. Title to the FL700 Devices remains with Spireon.

A. Charges

<table>
<thead>
<tr>
<th>MRC</th>
<th>$18.95*</th>
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<tr>
<td>Data Services in Megabytes (“MB”)</td>
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<td>Overage per KB</td>
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<tr>
<td>Spireon Web-Based Software</td>
<td>Included</td>
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<tr>
<td>Device Activation Fee**</td>
<td>$27.95</td>
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</tbody>
</table>

* MRC is net of all discounts. Customer’s Service Pricing Discount is not applicable.
** The Device Activation Fee is a one-time charge that will be applied for each FL700 Device activated with the FleetLocate Asset Solution-B.

(1) Activations of the FleetLocate Asset Solution-B may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Asset Solution-B may not be purchased in conjunction with certain Sprint promotions or contests.

(2) A three year Minimum Service Term is required for the FleetLocate Asset Solution-B. Customer may not transfer FL700 Devices from the FleetLocate Asset Solution-B to the Spireon FleetLocate Asset Solution – Option A Business Plan prior to the expiration of the three year Minimum Service Term.

B. Customer’s use of the Spireon Asset Application and the FL700 Devices is subject to Customer’s acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal (“Spireon Terms”). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Asset Solution-B. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the FL700 Devices. The Spireon Terms are subject to change without prior notice to Customer.

9. The Agreement is amended in Contractor's Government Wireless Services Agreement BSG0901-0601 in Attachment A-2 ("SPRINT PCS SERVICES BUSINESS PLANS & POLICIES") by adding new paragraph 2.14 ("SPIREON FLEETLOCATE FLEET MANAGEMENT SOLUTION") as follows:

2.14 SPIREON FLEETLOCATE FLEET MANAGEMENT SOLUTION. The Spireon FleetLocate Fleet Management Solution ("FleetLocate Fleet Solution") includes a web-based fleet management application from Spireon, Inc. ("Spireon") that provides real-time vehicle location information ("Spireon Fleet Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL18 wireless device provided by Spireon ("FL18 Device"). In addition to access to the Spireon Fleet Application, the MRC for the FleetLocate Fleet Solution includes access to the Nationwide Sprint Network, use of the FL18 Device, basic installation, training, and standard ground shipping for the FL18 Device. Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the FL18 Devices remains with Spireon.

A. Charges

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Price</th>
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<td>MRC</td>
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<td>Data Services in Megabytes (&quot;MB&quot;)</td>
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</tr>
<tr>
<td>Overage per KB</td>
<td>$0.003</td>
</tr>
<tr>
<td>Spireon Web-Based Software</td>
<td>Included</td>
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<tr>
<td>Device Activation Fee**</td>
<td>$27.95</td>
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<tr>
<td>Garmin</td>
<td>$5.00*</td>
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<tr>
<td>Garmin Activation Fee</td>
<td>$24.00</td>
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<tr>
<td>Power Take-Off Tracking</td>
<td>$3.00</td>
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</table>

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.
** The Device Activation Fee is a one-time charge that will be applied for each FL18 Device activated with the FleetLocate Fleet Solution.

1. Activations of the FleetLocate Fleet Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Fleet Solution may not be purchased in conjunction with certain Sprint promotions or contests.
2. A three year Minimum Service Term is required for the FleetLocate Fleet Solution.
3. Garmin is an optional feature that provides navigation and messaging for the FleetLocate Fleet Solution via fleet-ready personal navigation devices from Garmin Ltd. The MRC for the Garmin feature includes the Garmin FM1 cable, installation, service and the messaging tab in the FleetLocate Fleet Solution user interface. The Garmin personal navigation device is not included. The Garmin Activation Fee is a one-time charge that will be applied for each Garmin feature activated with the FleetLocate Fleet Solution.
4. Power Take-Off Tracking is an optional feature that tracks when a vehicle's Power Take-Off (PTO) feature is on or off. PTO information is available to Customer via alerts, reporting, and the Spireon portal. The MRC for the PTO Tracking feature includes standard installation, which requires a 12-volt connection inside the cab of the vehicle.

B. Customer's use of the Spireon Fleet Application and the FL18 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Fleet Solution. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the FL18 Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Fleet Solution, Customer should call Spireon at 866-398-7906.

10. The Agreement is amended in Contractor's Government Wireless Services Agreement BSG0901-0601 in Attachment A-2 ("SPRINT PCS SERVICES BUSINESS PLANS & POLICIES") by adding new paragraph 2.15 ("SPIREON FLEETLOCATE POWERED EQUIPMENT MANAGEMENT SOLUTION – OPTION A") as follows:

2.15 SPIREON FLEETLOCATE POWERED EQUIPMENT MANAGEMENT SOLUTION – OPTION A. The Spireon FleetLocate Powered Equipment Management Solution – Option A ("FleetLocate Powered Equipment Solution-A") includes a web-based fleet management application from Spireon, Inc. ("Spireon") that provides real-time "Powered Equipment" location information ("Spireon Powered Equipment Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12EQ wireless device provided by Spireon ("Powered Equipment Devices"). In addition to access to the Spireon Powered Equipment Application, the MRC for the FleetLocate Powered Equipment Solution-A includes access to the Nationwide Sprint Network, training, and standard ground shipping for the Powered Equipment Devices. Powered Equipment Devices, installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the Powered Equipment Devices remains with Spireon; Customer is not purchasing the Powered Equipment Devices under this Agreement.
### A. Charges

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<thead>
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<th>Service</th>
<th>FL12EQ Powered Equipment Device</th>
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<td>MRC</td>
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<tr>
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<td>5MB</td>
</tr>
<tr>
<td>Overage per KB</td>
<td>$0.003</td>
</tr>
<tr>
<td>Spireon Web-Based Software</td>
<td>Included</td>
</tr>
<tr>
<td>Device Activation Fee**</td>
<td>$27.95</td>
</tr>
</tbody>
</table>

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

** The Device Activation Fee is a one-time charge that will be applied for each Powered Equipment Device activated with the FleetLocate Powered Equipment Solution-A.

1. Activations of the FleetLocate Powered Equipment Solution-A may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Powered Equipment Solution-A may not be purchased in conjunction with certain Sprint promotions or contests.

### B. Customer’s use of the Spireon Powered Equipment Application and the Powered Equipment Devices is subject to Customer’s acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal (“Spireon Terms”). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Powered Equipment Solution-A. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Powered Equipment Devices. The Spireon Terms are subject to change without prior notice to Customer.

### C. Technical Support. For technical support related to the FleetLocate Powered Equipment Solution-A, Customer should call Spireon at 866-398-7906.

11. The Agreement is amended in Contractor’s Government Wireless Services Agreement BSG0901-0801 in Attachment A-2 (“SPRINT PCS SERVICES BUSINESS PLANS & POLICIES”) by adding new paragraph 2.16 (“SPIREON FLEETLOCATE POWERED EQUIPMENT MANAGEMENT SOLUTION – OPTION B”) as follows:

#### 2.16 SPIREON FLEETLOCATE POWERED EQUIPMENT MANAGEMENT SOLUTION – OPTION B

The Spireon FleetLocate Powered Equipment Management Solution – Option B (“FleetLocate Powered Equipment Solution-B”) includes a web-based fleet management Application from Spireon, Inc. (“Spireon”) that provides real-time “Powered Equipment” location information (“Spireon Powered Equipment Application”). The Business Plan set forth in this section is available only for activation on the Spireon FL12EQ wireless device provided by Spireon (“Powered Equipment Devices”). In addition to access to the Spireon Powered Equipment Application, the MRC for the FleetLocate Powered Equipment Solution-B includes access to the Nationwide Sprint Network, use of the Powered Equipment Device, training, and standard ground shipping for the Powered Equipment Device. Installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint’s sole discretion. Title to the Powered Equipment Devices remains with Spireon; Customer is not purchasing the Powered Equipment Devices under this Agreement.

### A. Charges

<table>
<thead>
<tr>
<th>Service</th>
<th>FL12EQ Trailer Device</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRC</td>
<td>$19.95*</td>
</tr>
<tr>
<td>Data Services in Megabytes (<em>MB</em>)</td>
<td>5MB</td>
</tr>
<tr>
<td>Overage per KB</td>
<td>$0.003</td>
</tr>
<tr>
<td>Spireon Web-Based Software</td>
<td>included</td>
</tr>
<tr>
<td>Device Activation Fee**</td>
<td>$27.95</td>
</tr>
<tr>
<td>Minimum Service Term</td>
<td>3 Years</td>
</tr>
</tbody>
</table>

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

** The Device Activation Fee is a one-time charge that will be applied for each Powered Equipment Device activated with the FleetLocate Powered Equipment Solution-B.

1. Activations of the FleetLocate Powered Equipment Solution-B may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Powered Equipment Solution-B may not be purchased in conjunction with certain Sprint promotions or contests.


### B. Customer’s use of the Spireon Powered Equipment Application and the Powered Equipment Devices is subject to Customer’s acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal (“Spireon Terms”). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Powered Equipment Solution-B. Pursuant to the Spireon Terms, Customer agrees to...
pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Powered Equipment Devices. The Spireon Terms are subject to change without prior notice to Customer.


12. The Agreement is amended in Contractor's Government Wireless Services Agreement BSG0901-0601 In Attachment A-2 ("SPRINT PCS SERVICES BUSINESS PLANS & POLICIES") by adding new paragraph 2.17 ("ACTSOFT COMET VEHICLE APPLICATIONS") as follows:

2.17 ACTSOFT COMET VEHICLE APPLICATIONS. Actsoft Comet Vehicle Applications ("Actsoft Comet Applications") are cloud- or enterprise-based vehicle tracking solutions from Actsoft LLC ("Actsoft"). Actsoft Comet Fleet, Actsoft Comet Fleet TOTAL and Actsoft Comet Asset TOTAL are available only for activation on the CalAmp LMU-2600 series, CalAmp LMU-3000 series, or CalAmp LMU-4200 series of wireless devices ("CalAmp Devices"). Actsoft Comet Tracker EZ and Actsoft Comet Tracker may be activated on CalAmp Devices, Smartphones or tablets. Actsoft Comet Driver Log is available for activation only on Smartphones or tablets. Equipment, accessories, installation, professional services, Sprint Data Access plans, messaging, Managed Network Services and maintenance support are not included in the Business Plan MRC for Actsoft Comet Tracker EZ, Actsoft Comet Fleet, Actsoft Comet Tracker, and Actsoft Comet Driver Log. For Actsoft Comet Fleet TOTAL and Actsoft Comet Asset TOTAL, the business Plan MRC includes the Actsoft Comet Application and the use of a CalAmp Device, accessories, installation, professional services, Sprint Data Access plans, messaging, Managed Network Services and maintenance support are not included in the Business Plan MRC. Customer may purchase the excluded products and services from Sprint or a Sprint-authorized provider for an additional charge.

<table>
<thead>
<tr>
<th>Actsoft Comet Applications</th>
<th>MRC</th>
<th>NRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actsoft Comet Tracker EZ</td>
<td>$10.00*</td>
<td>$20</td>
</tr>
<tr>
<td>Actsoft Comet Fleet</td>
<td>$15.00*</td>
<td>$25</td>
</tr>
<tr>
<td>Actsoft Comet Tracker (1-50 Activations)</td>
<td>$17.00*</td>
<td>$20</td>
</tr>
<tr>
<td>Actsoft Comet Tracker (51-100 Activations)</td>
<td>$15.00*</td>
<td>$20</td>
</tr>
<tr>
<td>Actsoft Comet Tracker (101+ Activations)</td>
<td>$13.00*</td>
<td>$20</td>
</tr>
<tr>
<td>Actsoft Comet Driver Log</td>
<td>$20.00*</td>
<td>$20</td>
</tr>
<tr>
<td>Actsoft Comet Fleet TOTAL</td>
<td>$21.00*</td>
<td>$25</td>
</tr>
<tr>
<td>Actsoft Comet Asset TOTAL</td>
<td>$16.00*</td>
<td>$25</td>
</tr>
</tbody>
</table>

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

1. Activations of the Actsoft Comet Applications are not eligible for service credits, wireless device discounts, or rebates. The Actsoft Comet Applications may not be purchased in conjunction with certain Sprint promotions or contests.

2. For each device activated with an Actsoft Comet Application, Sprint will charge Customer a one-time license fee as listed in the table above under the NRC column.

B. Features.

1. Actsoft Comet Tracker EZ provides an entry level GPS tracking solution that includes near real time and historical locations, as well as speeds, stop time, geo-fencing, reporting and alerts for locations and speed.

2. Actsoft Comet Fleet provides the features of Actsoft Comet Tracker EZ plus vehicle maintenance reporting, driver scorecards, driver identification, input sensors (Power Take Off, lights, doors, etc.), additional alerts and reporting to support the added functionality. In addition, if Customer activates Actsoft Comet Fleet with certain devices from Garmin Ltd. (Garmin devices sold separately) Customer will receive timekeeping and dispatching information through the Garmin device.

3. Actsoft Comet Tracker provides the features of Actsoft Comet Fleet plus the available option to use basic forms, timekeeping and dispatch (handsets, smartphone or tablet required and sold separately), and the ability to add on "Advanced Wireless Forms."

4. Actsoft Comet Driver Log may be purchased on a standalone basis or with Actsoft Comet Tracker EZ, Actsoft Comet Fleet, Actsoft Comet Tracker, or Actsoft Comet Fleet TOTAL. Actsoft Comet Driver Log offers the ability for drivers to log their Hours of Service as well as enter Driver Vehicle Inspection Report data. Actsoft provides Actsoft Comet Driver Log information in the cloud via an Actsoft web portal for real time and historical access.

5. Actsoft Comet Fleet TOTAL offers all of the same functionalities of Actsoft Comet Fleet and the use of a CalAmp Device. Customer must obtain CalAmp Devices from Actsoft, pursuant to the terms of a Device End User Agreement between Customer and Actsoft. Title to the CalAmp Devices remains with Actsoft; Customer is not purchasing the CalAmp Devices under this Agreement.

6. Actsoft Comet Asset TOTAL utilizes the Actsoft Comet Tracker EZ software functionality and the use of a CalAmp Device. Customer must obtain CalAmp Devices from Actsoft, pursuant to the terms of a Device End User Agreement between Customer and Actsoft. Title to the CalAmp Devices remains with Actsoft; Customer is not purchasing the CalAmp Devices under this Agreement.

7. The features described above may change in Actsoft's sole discretion.

TEMPLATE #285536v1

Page 6 of 15

Template Rev. 23-Feb-2010
C. License Agreement. Customer’s use of the Actsoft Comet Applications is subject to acceptance of the Actsoft End User Terms and Conditions presented to Customer upon first log-in to the Actsoft portal (“Actsoft Terms”). The Actsoft Terms are subject to change without prior notice to Customer.

D. Technical Support. For technical support related to the Actsoft Comet Applications, Customer should contact Actsoft Care at: 1-888-732-6638.

13. The Agreement is amended in Contractor’s Government Wireless Services Agreement BSG0901-0601 in Attachment A-2 (“SPRINT PCS SERVICES BUSINESS PLANS & POLICIES”) by adding new paragraph 2.18 (“SPRINT BUSINESS APPLICATIONS”) as follows:

2.18 Sprint Business Applications. Sprint Business Applications are Sprint-billed third party location and mobility services. Except as otherwise provided, these solutions may be added to a Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC and NRC.

A. **Sprint Business Applications Add-Ons**

<table>
<thead>
<tr>
<th>Application</th>
<th>Monthly Recurring Charge</th>
<th>Non-Recurring Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agilis SmartCALL</td>
<td>$14.99*</td>
<td>$25.00</td>
</tr>
<tr>
<td>Agilis SmartDISPATCH</td>
<td>$19.99*</td>
<td>$25.00</td>
</tr>
<tr>
<td>Agilis SmartDOT</td>
<td>$11.99*</td>
<td>$25.00</td>
</tr>
<tr>
<td>Trimble-Geomanager Pocket Edition</td>
<td>$14.95*</td>
<td>$0</td>
</tr>
</tbody>
</table>

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

B. Certain applications require the purchase of a data Business Plan. Depending upon Customer’s device, a BlackBerry data plan may be required instead.

C. Service Pricing Discounts. Sprint Business Applications are not eligible for Service Pricing Discounts.


15. This Agreement is amended in Contractor’s Government Wireless Services Agreement BSG0901-0601 by deleting Attachment B (“WIRELESS SERVICE PRODUCT ANNEX”) in its entirety and replacing it with the WIRELESS SERVICES PRODUCT ANNEX that is posted to the Rates and Conditions Website.


19. All other terms and conditions in the Agreement, not amended above, will remain in effect. This Amendment and any information concerning its terms and conditions are Sprint’s proprietary information and are governed by the parties’ nondisclosure agreement. Alterations to this Amendment will not be valid unless accepted in writing by a Sprint officer or authorized designee. To become effective, this Amendment must be signed by a Customer representative; delivered to Sprint on or before March 26, 2015; and signed by a Sprint officer or authorized designee.
ATTACHMENT C
SCHOOLS AND LIBRARIES FUNDING PROGRAM ADDENDUM

Sprint and Customer are entering into the following Schools and Libraries Funding Program Addendum ("Addendum"), together with the applicable Sprint service agreement ("Agreement") for the provision of certain telecommunications services ("Services") and related equipment ("Products"). The Services and Products may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 ("E-Rate Program") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the Federal Communications Commission ("FCC"), or under state or local corollaries to the E-Rate Program (collectively, "Support").

TERMS AND CONDITIONS

COMMENCEMENT DATE OF SERVICES. This Addendum is an integral part of the Agreement and is binding when acknowledged by Customer or once Customer receives Services and Products. The E-Rate Term is a 12-month period ("E-Rate Term") beginning on July 1st and ending on June 30th of the following year ("E-Rate Funding Year"). The "Commencement Date" will be the first day of the first billing month after Sprint receives USAC's Funding Commitment Decision Letter ("FCDL"). In no event will the Commencement Date be earlier than July 1, 2015. If the Customer is purchasing new Products and Services from Sprint, Sprint will not fulfill such orders until Sprint is in receipt of the FCDL. For Customer's with existing Services, Sprint reserves the right to suspend Services if the FCDL is not received by September 30, 2015. Customer agrees it will be responsible for payment for Services and Products and for any amounts not covered by Support, irrespective of the availability of Support.

1. APPLICATIONS FOR SUPPORT. Following execution of the Agreement, Customer will take the following steps to request Support depending on the source of such funds.
   A. USAC. Customer will take appropriate steps to ensure that USAC receives a Form 471 application (or its successor form) and any other necessary documentation to request Support for Services. For Services provided in multiple years, Customer will submit subsequent Forms 471 to request Support. Customer will promptly provide Sprint with a copy of its Funding Commitment Decision Letter and all other relevant documentation requested by Sprint. Customer will abide by all FCC and USAC rules and obligations for receipt of Support, including but not limited to submission of Form 486 (or its successor form) confirming receipt of Services.
   B. OTHER FUNDING SOURCES. If desired, Customer will take all necessary steps to request Support from state or local corollaries to the E-Rate Program ("Other Funding Sources"). Customer will notify Sprint in writing within 30 days of its receipt of a Support commitment from Other Funding Sources, and will include a copy of its application and Other Funding Source documentation in such notice to Sprint. Customer will abide by all Other Funding Source rules and obligations for receipt of Support.

2. RECEIPT OF SUPPORT.
   A. USAC. Customer will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from USAC of Customer's Form 486 filing and Sprint's receipt of the service worksheet. Upon notification, Sprint will apply discounts or reimburse Customer according to the Funding Commitment Decision Letter, Form 486 for Services delivered, and Sprint worksheet delineating the associated accounts. Sprint may require Customer to seek USAC reimbursement via Form 472 if Customer has not received its USAC Funding Commitment Decision Letter by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by USAC's funding year. Sprint may apply a credit to Customer's account or provide Customer with a check corresponding to USAC's Support commitment as calculated after providing Services.
   B. OTHER FUNDING SOURCES. Customer will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from the Other Funding Source acknowledging Customer's receipt of Services. Upon notification, Sprint will apply discounts or reimburse Customer for Services delivered under the terms of the Agreement and corresponding to the Other Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Other Funding Source funding year. Sprint may apply a credit to Customer's account or provide Customer with a check corresponding to the Other Funding Source's Support commitment as calculated after providing Services.

3. CERTIFICATION OF AVAILABILITY OF FUNDS/FAILURE TO OBTAIN SUPPORT.
   A. CERTIFICATION. Customer represents and warrants that Customer has sufficient appropriated funds available to cover the full cost of Products and Services purchased under the Agreement regardless of whether Customer receives any funds from FCC, USAC or Other Funding Sources.
   B. REIMBURSEMENT. If, for any reason other than Sprint's material failure to deliver Services under the terms of the Agreement, either (i) the FCC, USAC or Other Funding Sources fail to reimburse Sprint for Services provided to the Customer; or (ii) if the FCC, USAC or Other Funding Sources reclaim any portion of Support paid to Sprint on Customer's behalf for Services provided, then Customer will reimburse Sprint for these amounts.
   C. RESPONSIBILITY. While Sprint will use commercially reasonable efforts to assist Customer in requesting Support, Sprint is not responsible for Customer's compliance with FCC, USAC or Other Funding Source rules and regulations, Customer's applications for Support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer. Customer accepts full responsibility for the charges for all services and equipment provided by Sprint pursuant to the Agreement, including all charges not covered by E-Rate Support. In the event that requested E-Rate Support is denied or adjusted during Program Integrity Assurance (PIA) or other post-commitment review, or is interrupted or rescinded as a result of any post-commitment review or audit of any E-Rate Program services (whether provided by Sprint or any other service provider), Customer agrees to remit payment of any outstanding balance due to Sprint within 30 days of receipt of the funding decision notification from USAC or within 30 days of the close of the funding year, whichever is sooner.
D. CUSTOMER ACKNOWLEDGEMENT. For funding year 2015-16, Customer acknowledges that E-Rate Support for certain services will be eliminated or reduced pursuant to the FCC's E-rate Modernization Order (Modernizing the E-rate Program for Schools and Libraries, WC Docket No. 13-184, Report and Order and Further Notice of Proposed Rulemaking released July 23, 2014, and WC Docket No. 10-90, Second Report and Order and Order on Reconsideration released December 19, 2014), and the Funding Year 2015-16 Eligible Services List (Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Order released October 28, 2014). Customer agrees to accept responsibility for payment of any such services that are provided by Sprint but that are not eligible for E-Rate Support. Payment for services and equipment that are not E-Rate Program eligible will be due to Sprint within 30 days of date invoice is received by Customer.

4. PRECEDENCE AND INTERPRETATION. The terms and conditions of this Addendum take precedence over all conflicting terms and conditions in the Agreement and shall supersede and replace any previously executed Addenda for this Term. All other terms and conditions of the Agreement remain unchanged.
ATTACHMENT D

WIRELESS MACHINE-TO-MACHINE SERVICES PRICING & POLICIES (Government Customer)

1. PROVISION OF SPRINT PRODUCTS AND SERVICES. All terms and conditions in this Attachment apply to M2M Device Active Units operating on the Nationwide Sprint Network, Sprint 3G Network, the Sprint 4G Network and the International M2M Network, as applicable, unless otherwise specified. Sprint Spectrum L.P. provides the Sprint Services listed in this Attachment D unless otherwise stated. Capitalized terms not otherwise defined in this Attachment D shall have the meaning assigned to such terms in the Sprint Machine-to-Machine Product Annex, Wireless Services Product Annex or the Agreement.

2. GOVERNMENT DISCOUNT PROGRAM ("GDP")

3.1 M2M Government Discount. Unless otherwise stated, Customer's Government Discount contained in the "Government Discount Program" section in Attachment A (Wireless Service Term and Volume Discount) applies to the Machine-to-Machine Business Plans contained in this Attachment. Authorized Corporate-Liable Active Units activated on Business Plans contained in this Attachment D during the Term are hereinafter referred to as "M2M Devices."

4. M2M DEVICES

4.1 Third Party M2M Devices. Customer is responsible for making its own arrangements to purchase wireless devices from third parties for use in Customer's Bundled Service. Alternatively, Customer may purchase third party, non-Sprint branded wireless devices or equipment from Sprint for use in Customer's Bundled Service if such wireless devices or equipment are priced in an agreement between Sprint and Customer. All such third party, non-Sprint branded wireless devices and equipment are referred to as "Third Party M2M Devices."

5. MINIMUM SERVICE TERM

5.1 In General. Wireless Services require a minimum service term ("Minimum Service Term") that begins on the M2M Device activation date and ends on the expiration of the device Minimum Service Term or the Business Plan Minimum Service Term, whichever is later. For Business Plans contained in this Attachment D, the Business Plan Minimum Service Term is 12 months unless otherwise stated. Minimum Service Term(s) are available at Customer's My Sprint Business account or by contacting Customer's Sprint Account Representative.

6. ACCOUNT ACTIVATION FEE. Sprint will waive the $36 activation fee for each Corporate Liable Customer billing account that is created during the Term.

7. ADDITIONAL BUSINESS PLANS AND SPECIAL OFFERS. Customer may select from the Sprint Business Plans listed in this Attachment or promotional Business Plans that Sprint may offer on a limited time basis for use with the Bundled Service. Unless specifically stated otherwise, activations on Machine-to-Machine Data Rate Plans are not eligible for service credits, wireless device discounts, or rebates, and Machine-to-Machine Data Rate Plans may not be purchased in conjunction with Sprint promotions, contests, or discounts.

8. THIRD PARTY AGENTS. Unless expressly stated otherwise, the pricing terms in this Attachment may not be available if an indirect sales agent is involved in the transaction.

9. ADDITIONAL TERMS / APPLICABILITY. Customer must comply with the Wireless Services Product Annex (and/or the Government Wireless Services Product Annex, as applicable) and the Machine-to-Machine Services Product Annex, which are incorporated into the Agreement as posted to the Rates and Conditions Website. Notwithstanding the foregoing, the sections of the Machine-to-Machine Services Product Annex entitled "INSURANCE" and "INDEMNIFICATION" will not be applicable to Customer.

10. THIRD-PARTY CONTENT. Customer may purchase mobile content on a per item or monthly basis from Sprint and third parties. Customer is responsible for all billed content, including content purchased by others authorized to use devices on the account. Usage can be restricted by account blocking tools or similar features. Visit www.sprint.com/premiummessaging for details.

11. 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.

12. BUNDLED SERVICE. Customer may not market or sell M2M Services except in conjunction with an M2M Device and as part of a bundled service offering, which includes other value added services used or sold by Customer.
13. MACHINE-TO-MACHINE DATA RATE PLANS


A. Sprint Data Access Plans for Business for Third Party M2M Devices provide data transmission services via the Sprint 4G Network, the Sprint 3G Network, and/or the Nationwide Sprint Network depending on the M2M Device used and the Business Plan purchased.

B. Charges. The following MRCs apply to Sprint Data Access Plans for Business for Third Party M2M Devices:
   (1) Sprint Data Access Plans for Business for Third Party M2M Devices. Sprint Data Access Plans for Business for Third Party M2M Devices provide access to the Sprint 4G Network, 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 M2M Device. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a Sprint Data Access Plan for Business for Third Party M2M Devices, the M2M Device first will attempt to connect to the Sprint 4G Network, and then will default to the Sprint 3G Network or Nationwide Sprint Network, depending on coverage and network availability. When the Sprint 3G Network is available and Customer uses a Sprint EVDO-compatible device with a Sprint Data Access Plan for Business for Third Party M2M Devices, the M2M Device first will attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network, depending on coverage and network availability.

<table>
<thead>
<tr>
<th>Sprint Data Access Plans for Business for Third Party M2M Devices</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Size</td>
</tr>
<tr>
<td>MRC</td>
</tr>
<tr>
<td>Overage per KB</td>
</tr>
<tr>
<td>Data Pooling</td>
</tr>
</tbody>
</table>

\textsuperscript{1} MRCs on these Business Plans are net of all discounts. Customer's M2M or Wireless (as applicable) Government Discount does not apply.

C. Additional Terms
   (1) Usage limitations, including roaming usage limitations, and other data usage restrictions or limitations as set forth in the Wireless Services Product Annex and/or the Government Wireless Services Product Annex (as applicable) apply.
   (2) Roaming is not available on the Sprint 4G Network at this time.
   (3) Restricted Uses. Sprint Data Access Plans for Business for Third Party M2M Devices may not be used with laptops, netbooks, notebooks, tablets, or other comparable devices that involve active participation by a person. All usage must be embedded within machine-to-machine applications and M2M Devices.
   (4) Data Pooling. Data usage will be pooled among M2M Devices on plans with the same Business Plan type, in the same Business Plan size, and with the same billing account number (each a "Pooling Group").
ATTACHMENT E
MACHINE-TO-MACHINE SERVICES PRODUCT ANNEX

The following product-specific terms and conditions in this Sprint Machine-to-Machine Services Product Annex ("Annex"), together with the applicable service agreement for Sprint Machine-to-Machine Services ("Agreement"), govern Sprint's provision and Customer's use of Sprint Machine-to-Machine Services ("M2M"). Capitalized terms are defined in section 9 ("Definitions") of this Annex if not otherwise defined in the Agreement or the Wireless Services Product Annex.

1. SALE OF M2M SERVICES

1.1. General. Sprint will provide and sell M2M Services to Customer, and Customer will purchase M2M Services from Sprint under the terms and conditions set forth in the Agreement and this Annex. No provision of the Agreement will be construed as vesting in Customer any control whatsoever in any facilities and operations of Sprint, including the Facilities, or the operations of any Sprint Affiliate or contractual third party of Sprint. Customer will not represent itself as an FCC, federal, state, or other governmental or regulatory agency certified licensee for Sprint by reason of the Agreement. Customer will not enter, directly or indirectly, into any agreement or other arrangement with a third party that gives the third party any rights to purchase M2M Service for resale to other parties.

1.2. Bundled Service.

A. General. In addition to using M2M Services for Customer's own internal use, Sprint authorizes Customer to provide M2M Services as part of a Bundled Service as more fully described in the Agreement and this Annex. If Customer will not be using M2M Services solely for its internal use, then Customer must provide M2M Services only as part of a Bundled Service. Customer may not market or sell M2M Services as a standalone service. Further, Customer may not invoice End Users separately for M2M Services but instead must incorporate the cost of M2M Services as part of the Bundled Service. Customer determines the price of the Bundled Service in Customer's sole discretion. References in this Annex to "End Users" and "Bundled Service" apply only if Customer is providing M2M Services as part of a Bundled Service.

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

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

2. SCOPE OF SERVICE

2.1. Limitation on Scope of M2M Service.

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

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

2.2. Coverage Maps. M2M Services are available within the operating range of the applicable Sprint Network or Sprint 4G Network, which is depicted on the coverage maps available at www.sprint.com. Upon Customer's request Sprint will make coverage maps available to Customer, provided that Customer will not distribute coverage maps without Sprint's prior written consent. Network coverage maps are good faith approximations of outdoor coverage. Actual coverage area may vary and Sprint does not guarantee the accuracy of the maps. If Sprint approves Customer's distribution of coverage maps, (a) any Sprint logo or identification must be removed from the map prior to publication or distribution by Customer, (b) Customer is responsible for validating the coverage shown on the maps and ensuring that the coverage depicted on the maps represents the coverage that Customer desires to present to End Users as Customer's coverage, and (c) the maps published or distributed by Customer must not imply that the Sprint Networks or the Facilities are owned or operated by Customer. Customer is responsible for any intentional or unintentional changes, modifications or alterations to the coverage.
maps. Sprint is not liable for any claim or damage related to or arising out of or in connection with (i) any map information, including the accuracy thereof, or (ii) Customer’s presentation of coverage maps to End Users. International M2M Network coverage information is available by contacting Customer’s Sprint Account Representative.

2.3. Mobile Dialing Numbers. Sprint will assign mobile dialing numbers ("MDN") to M2M Devices. For SIM Cards, the MDNs are non-dialable GSM numbers.

2.4. Sanctioned Countries. SIM Cards and M2M Services may not be deployed to, or used in, any country subject to economic sanctions or other restrictions imposed by the government of the United States or any other country having competent jurisdiction over the Agreement, unless an appropriate license has been granted therefore.

3. BILLING. Sprint will bill Customer as set forth in the Agreement. Customer expressly acknowledges that some charges incurred in a billing cycle may not appear on the invoice for that billing cycle and that those charges may appear on subsequent invoices. Unless otherwise stated, Sprint will prorate old and new Business Plan charges based on the date of change if Customer changes Business Plans during an invoicing cycle.

4. M2M DEVICES

4.1. Acquisition. Except for SIM Cards and unless specifically provided for otherwise in the Agreement, Customer will be responsible for making its own arrangements to purchase M2M Devices from a third party. Sprint will not be responsible for the M2M Devices.

4.2. Compatibility. Customer will use, and will ensure that End Users use, only M2M Devices that comply with (a) Sprint’s requirements for compatibility of devices with the M2M Services and the Facilities, including the successful completion of Sprint’s device certification process; and (b) all applicable FCC, federal, state, foreign government or regulatory authority requirements for compatibility of devices with the M2M Services and the Facilities. If any device used by an Employee or End User does not comply with the standards set forth in this section 4.2, Customer will immediately terminate the service to such device. If Sprint becomes aware that any device used by an Employee or an End User does not comply with the standards set forth in this section, Sprint may immediately suspend or terminate the M2M Services used by such device.

4.3. No Sprint Responsibility for Customer Devices. Sprint is not responsible for the operation, testing, maintenance, transportation, handling, transfer, loading, or unloading of any M2M Devices. Customer will procure and maintain throughout the Term, adequate and appropriate insurance to insure the M2M Devices while they are in transit to or from Sprint or in Sprint’s possession. Sprint is not required to make any changes, modifications, or additions to its equipment, operations, or Facilities to accommodate Customer or the M2M Services.

4.4. Provision of ESN. Before Customer makes M2M Devices available for use with the M2M Services, Customer will provide to Sprint the ESN for each M2M Device.

4.5. SIM Cards. For M2M Devices operating on an International M2M Network, Customer must obtain a compatible SIM Card from Sprint.

A. Customer is responsible for all costs incurred by Sprint to ship SIM Cards to Customer. Sprint will invoice and Customer will pay any such costs incurred by Sprint. Risk of loss or damage to the SIM Cards will transfer to Customer upon delivery of the SIM Cards to the location designated by Customer in the applicable Order. Sprint is not responsible for any loss or damage to SIM Cards once delivered. For purposes of this section, delivery means placement of the box or pallet containing the requested SIM Cards at the receiving area of Customer’s designated location.

B. Title to the SIM Card will remain with Sprint or its third party carrier for the Term of the Agreement and must be deactivated upon expiration or termination of the Agreement.

C. SIM Cards may only be used for M2M Services provided as part of a Bundled Service and may not be used or sold as a "GSM Gateway" device or a data only service. Sprint may suspend or deactivate any SIM Card that is not part of a Bundled Service.

D. Customer may not deploy the SIM Cards within specific Geographic Regions, utilize applications to allow the M2M Device to alter steering, direct the M2M Device to a specific carrier or otherwise attempt to utilize service providers in a manner other than as directed by Sprint.

5. CUSTOMER’S RESPONSIBILITY AND LIABILITY

5.1. Trouble Reporting. Customer will report any trouble with respect to the M2M Services to Sprint only upon reasonable verification that the trouble is due directly to issues with the M2M Services and not to elements or conditions within the reasonable control of Customer.

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

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

5.4. Responsibility for Customer’s Vendors/Contractors. Customer may request that Sprint work with one or more of Customer’s vendors or contractors in order for Sprint to help facilitate Customer’s provisioning of the M2M Services, and if Sprint works with such vendor or contractor, in all such cases Customer is responsible for the actions of such vendors or contractors.

5.5. Data Protection and Privacy.

A. Compliance with Law. Customer is responsible for complying with all applicable data protection and privacy laws and regulations with respect to any personal data of an Employee or End User that Customer may process in connection with the use of an M2M Device or M2M Service. Sprint does not represent or warrant, and nothing in this Annex or the Agreement will be construed to mean, that any Sprint Products, Services or notices that Sprint requests Customer to provide to Employees or End Users, will put or keep Customer in compliance with any laws, rules, or regulations.

B. Location Based Services. To the extent an M2M Device involves a Location Based Service, Customer must ensure that each Employee and End User using such device is properly notified in accordance with the CTIA Best Practices and Guidelines for Location-Based Services, which can currently be found at http://files.cita.org/pdf/CTIA LBS Best Practices Adopted 03 10.pdf. In addition, for International M2M Services, Customer must provide any applicable notification and comply with all regulatory rules or requirements, statutes or obligations applicable to Location Based Services in the jurisdiction where the International M2M Services are provided.

C. Use Information. Customer (i) is fully responsible for any unauthorized collection, disclosure, disposal or use of, or access to, personal data in Customer’s possession or under Customer’s control that relates to an Employee’s or End User’s use of the M2M Device including, without limitation, location information; (ii) will implement administrative, physical, and technical safeguards to protect the same; (iii) will maintain an up-to-date privacy policy that fully explains (a) what information it collects about its Employees and End Users, (b) how it uses that information, (c) how it secures that information, and (d) to whom it discloses that information; and (iv) will comply with all applicable laws, including without limitation data security, privacy, marketing, and consumer protection laws as applicable within the United States, as well as with applicable data protection and privacy laws and regulations with respect to any personal data that Customer may process with respect to an Employee or End User.

5.6. Export Laws. Customer will comply with all relevant export control laws, orders, regulations and restrictions including, but not limited to, those imposed by the United States of America, the United Nations, or the European Union.

5.7. Responsibility for End Users and the Bundled Service.

A. End Users. If Customer is providing a Bundled Service, Customer is responsible and liable for all services necessary to provide the Bundled Service, such as End User credit verification, billing, collection, customer service and support, and all risks and expenses in connection with, related to, or arising out of the provision of the Bundled Service. Customer will not direct any End Users to Sprint for any customer care issues. Customer will not make any representation, warranty, or covenant to any End User that would misrepresent or conflict with the Agreement. Customer may provide written terms and conditions of service to End Users.

B. Subpoena Compliance. If Customer receives a subpoena relating to End User billing records or any End User information, Customer will comply with the subpoena. If the subpoena requests information not in Customer’s possession, Customer will promptly contact Sprint for assistance in compliance with the subpoena. If Customer either: (i) fails to comply with the subpoena; or (ii) when applicable, fails to promptly contact Sprint for assistance, and if Sprint is fined as a result of Customer’s failure described in (i) or (ii) above, Customer will reimburse Sprint for the amount of the fine.

C. Electronic Surveillance. If Customer receives a court order relating to electronic surveillance of an End User, Customer will comply with the court order and will promptly contact Sprint for technical assistance in performing the electronic surveillance and will provide any additional information that Sprint requests related to the surveillance, including the court order. If Customer either: (i) fails to comply with the court order; or (ii) fails to promptly contact Sprint for technical assistance in performing the electronic surveillance, and if Sprint is fined as a result of Customer’s failure described in (i) or (ii) above, Customer will reimburse Sprint for the amount of the fine. If Sprint receives a court order relating to a subpoena or electronic surveillance of an M2M Device or an End User, Customer will promptly cooperate with all of Sprint’s requests.

5.8. Insurance.

A. Required Coverages. If Customer is providing a Bundled Service, Customer will provide and maintain at its own expense the following insurance against liability arising in any way out of the provision of the Bundled Service: (i) Commercial General Liability insurance (including but not limited to, contractual liability insurance) with a limit of $1,000,000 for any one occurrence, $2,000,000 General Aggregate, (ii) Workers’ Compensation in compliance with the laws of the state(s) wherein Customer’s operations occur, with Employers Liability insurance in the amount of $500,000 each accident, $500,000 by Disease each employee and $500,000 by Disease. Policy limit: (iii) Business Automobile Liability Insurance covering all vehicles used in connection with Customer’s operations with a combined single limit of $1,000,000; and (iv) Umbrella form excess liability insurance with limits of not less than $5,000,000. All policies will be “occurrence” form.

B. Policy Requirements. All insurance policies will be issued by companies authorized to transact business in the state(s) where the Bundled Service will be provided and who hold a current rating of not less than A+, VII according to A.M. Best. Sprint will be named as an additional insured on all liability insurance policies required herein. Each insurance policy will contain a waiver of subrogation in favor of Sprint. Each insurance policy will be endorsed to give Sprint at least 30 days’ prior written notice of cancellation, and Customer agrees that it will immediately notify Sprint of any reduction or possible reduction in the limits of any such policy where such reduction, when added to any previous reduction, would reduce coverage below the limits required herein. Customer’s insurance will be primary for services provided under the
Agreement while Sprint's insurance will be excess and non-contributory to any insurance coverage provided by an Customer.

C. Proof of Insurance. Customer will provide proof of insurance either in the form of a Certificate of Insurance (ACORD form 25 or equivalent) or a web based Memorandum of Insurance. Such proof will be provided within 15 days of Sprint's provision of M2M Services to Customer, and again within 15 days of the renewal or replacement of each policy. Certificates will be sent to:

Sprint Corp.
KSOPHT0101-1A432
6391 Sprint Pkwy
Overland Park, KS 66251

D. Subcontractors. Customer will require any subcontractor working for Customer in connection with Customer's operations to meet all of the above insurance requirements, including providing a Certificate of Insurance and including Sprint as an additional insured on all liability policies.

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

7. INDEMNIFICATION

7.1. Customer Indemnification for Bundled Services. If Customer is providing a Bundled Service, then in addition to any other applicable indemnification provisions contained in the Agreement, Customer will indemnify and defend Sprint, Sprint's directors, officers, employees, agents, and their successors and assigns (separately and collectively, the "Sprint Indemnitee"), from and against all claims or complaints for damages, losses, liabilities or expenses (including any penalty, interest, and reasonable attorneys' fees), relating to or arising out of Customer's provision of the Bundled Service or an End User's use of the M2M Services or Bundled Services, including without limitation, claims or complaints related to or arising out of the following:
A. libel, slander, infringement of copyright, or invasion of privacy from the material transmitted over the Facilities by Customer or its End Users;
B. Customer's breach of its obligations in section 2.4 ("Sanctioned Countries") or section 5.5 ("Data Protection and Privacy");
C. any wiretapping or other surveillance that Customer may direct Sprint to undertake; or
D. coverage maps, performance, quality, functionality, or any other claim related to the Bundled Service.

7.2. Sprint Rights. The provisions related to limitations of liability in the Agreement do not apply to Customer's obligations under this section 7. If Customer fails to indemnify Sprint as provided in this section 7, Sprint may exercise against Customer any right or remedy under the Agreement and any other right or remedy that Sprint may have (now or hereafter existing) at law, in equity, or under statute.

8. EARLY TERMINATION BY SPRINT. If Sprint ceases to be permitted by a governamental authority to provide M2M Services and such event would materially impact Sprint's ability to provide M2M Services to Customer, Sprint may terminate the affected M2M Services without any liability by giving Customer at least 30 days' prior written notice.

9. DEFINITIONS

9.1. "Bundled Service" means the non-Sprint branded service provided by Customer to End Users, and which combines M2M Devices, the M2M Services provided to Customer by Sprint under the Agreement, and the unique services provided by Customer, as more specifically described in the Agreement.


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

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

9.5. "Geographic Region" means the regional locations, if any, identified in the applicable pricing attachment for International M2M Services.

9.6. "International M2M Network" means the network(s) described in the applicable pricing attachment and that are utilized by Sprint to provide M2M data connectivity outside of the United States via one or more SIM Cards or Sprint-approved chipsets embedded within an M2M Device.

9.7. "International M2M Services" means M2M Services provided over the International M2M Network and includes SIM Cards or service-specific chipsets or cards necessary for the M2M Services to operate on the International M2M Network.

9.8. "M2M Device" means a device that operates on the Nationwide Sprint Network, Sprint 3G Network, Sprint 4G Network, or an International M2M Network; that has been approved and certified by Sprint for use with M2M Services; and that (a) Employees use with M2M Services, or (b) has been integrated, by Customer, into the Bundled Service, in each case in a manner that has been approved by Sprint.

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

9.10. "SIM Card" means the card or chipset provided by Sprint for the M2M Services to interoperate with International M2M Networks, in accordance with this Annex and the Agreement.

9.11. "Sprint Networks" means the Nationwide Sprint Network and/or Sprint 3G Network used by Sprint to provide the M2M Services.