

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS EQUIPMENT AND SERVICES
SPRINT SOLUTIONS, INC.
MASTER SERVICE AGREEMENT
CONTRACT #7-10-70-15**

1. Scope:

1. This WSCA Participating Addendum ("Participating Addendum") between Sprint Solutions, Inc., on behalf of its affiliated entities providing the products and services ("Sprint" or "Contractor"), and the State of California ("State") covers the purchase of cellular service and equipment for wireless, voice, voice with walkie talkie and data services for all State Agencies and will include all California political subdivisions/local governments. A California political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds (each an "Eligible Entity" or collectively the "Eligible Entities"). Each Eligible Entity should make its own determination whether the WSCA Price Agreement and this Participating Addendum are consistent with its procurement policies and regulations. Except as modified herein, this Participating Addendum incorporates all the terms and conditions of the State of Nevada (as Lead State for WSCA) Master Price Agreement No. S1523 executed with Sprint effective October 10, 2006, as amended (the WSCA Master Price Agreement and all Amendments are collectively, the "WSCA Price Agreement").

**THE SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS
ATTACHED HERETO AS POSTED TO
[HTTP://WWW.DOCUMENTS.DGS.CA.GOV/PD/POLIPROC/ARRATAND%20C081009FINAL.PDF](http://www.documents.dgs.ca.gov/PD/POLIPROC/ARRATAND%20C081009FINAL.PDF)
APPLY TO THE ORDERING STATE AGENCY OR ELIGIBLE ENTITY WHEN A SPECIFIC
PURCHASE OR PURCHASES ARE MADE WITH ARRA FUNDS. IF OR WHEN SPRINT, AS A
VENDOR, IS NOTIFIED IN WRITING BY AN ORDERING STATE AGENCY OR ELIGIBLE ENTITY
THAT A SPECIFIC PURCHASE OR PURCHASES ARE BEING MADE WITH ARRA FUNDS,
SPRINT AGREES TO COMPLY WITH THE REPORTING REQUIREMENTS THAT ARE LEGALLY
REQUIRED OF VENDORS AS PROVIDERS OF GOODS AND RELATED SERVICES TO
RECIPIENTS OR SUBRECIPIENTS OF ARRA FUNDS. SPRINT, AS IT RELATES TO
PURCHASES UNDER THIS PARTICIPATING ADDENDUM USING ARRA FUNDS, IS NOT A
CONTRACTOR, RECIPIENT, SUBCONTRACTOR, SUBRECIPIENT OR SUBGRANTEE, BUT
SIMPLY A VENDOR THAT IT IS A PROVIDER OF GOODS AND RELATED SERVICES.**

2. **Leasing**
INTENTIONALLY OMITTED.

3. Changes:

The Parties agree to the following changes to the specified terms and conditions incorporated under this Participating Addendum:

- a. The California General Provisions (CAGP) Revision **06/08/10 (GSPD-401IT General Provisions-Information Technology based on June 8, 2010 standard)** as attached hereto as posted to <http://www.documents.dgs.ca.gov/PD/MODELLANG/GPIT060810.PDF> become a part of this Participating Addendum.
- b. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the Contractor's WSCA Price Agreement, packaging, invoices, catalogs, brochures and technical data sheets; except as follows:
 - i. **Warranty:** Sprint will perform all services in a good and workmanlike manner consistent with accepted industry practice and in compliance with applicable laws

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and regulations. Sprint, however, does not manufacture products/equipment and offers no warranty on any equipment beyond the manufacturer's warranty provided directly from the manufacturer to the State Agency or Eligible Entity upon receipt of the products/equipment. To the maximum extent possible, Sprint will pass through to the State Agency or Eligible Entity all manufacturer warranties available to Sprint for any products/equipment acquired hereunder. Except as, and then only to the extent, expressly provided in the WSCA Price Agreement, Sprint products and services are provided "as is." Sprint disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services, or software.

- ii. Tax Exemptions and Exclusions: Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by State Agencies and Eligible Entities and statutory exemptions and will not bill State Agencies and Eligible Entities for any such exempted taxes. State Agencies and Eligible Entities will not be responsible for payment of Sprint's direct income and employment taxes. Please note that Sprint's rates and charges for products and services do not include any taxes.
 - iii. No "Information Technology Special Provisions" shall be applicable to or incorporated in this Participating Addendum.
- c. At the State's sole option, the Department of General Services (DGS) reserves the right to invoke negotiations pursuant to Public Contract Code Section 6611, in accordance with existing guidelines and procedures adopted by the DGS.
 - d. Sprint will use commercially reasonable efforts to transition current, mandatory and non-mandatory State and local governmental agencies at no transition cost to the State and with minimal service disruption from the California Wireless Contract ("CWC") No. 1S-05-58-01 to this Participating Addendum for wireless equipment and services, Contract 7-10-70-15.
 - e. All current Sprint and Nextel users of an Eligible Entity shall maintain their current equipment and phone numbers. New users may port their numbers from other carriers, subject to the requirements of applicable law and subject to the following requirements: Before a telephone number previously used with another carrier can be used on the Sprint Networks, a customer must provide information about the account with the other carrier, such as the account number, social security number or tax identification number, telephone number, 5 digit zip code and password, if applicable, and purchase wireless products from Sprint. Due to system limitations and issues outside Sprint's control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful.
 - f. Existing Subscribers. Sprint will honor existing CWC service plan pricing for subscribers currently purchasing under the CWC contingent upon State Agencies and Eligible Entities adhering to CWC terms and conditions through a transition period to be completed on or before December 31, 2010.
 - g. New Subscribers. Sprint may continue to accept and process new account orders from mandatory State Agencies and non-mandatory Eligible Entities under the existing CWC service plan pricing contingent upon State Agencies and Eligible Entities adhering to the CWC terms and condition through a transition period to be completed on or before November 15, 2010. Sprint will work in partnership with the State to communicate the transition plan to State Agencies and Eligible Entities currently purchasing under CWC.
 - h. Sprint shall provide reporting to the State as attached hereto as Exhibit A.

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i. DGS Termination of Contract:

The State may terminate this Participating Addendum for convenience at any time upon 30 days prior written notice. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

j. Reports & Administrative Fee:

Contractor shall submit report to the California Contract Administrator for all purchases made by State Agencies and Eligible Entities under this Participating Addendum providing the following information:

Agency Name	Agency Contact Name
WSCA Contract Number	Agency Address
Total Purchase Order Amount	Agency Telephone Number
WSCA Administrative Fee Dollar Amount	Total Dollars for the quarter

The Contractor shall submit a check, in addition to the report, payable to the State of California, Contract Administrator for the calculated administrative fee ("Admin Fee") for an amount equal to one percent (0.01) of the total monthly recurring charges ("MRCs") for Corporate-Liable Active Units of the State Agencies and Eligible Entities that are activated on the Nextel National Network and/or the Nationwide Sprint Network ("Eligible MRCs"). Additional charges, including but not limited to, taxes or regulatory charges will not be included in the Admin Fee calculation. Eligible MRCs will be considered after all discounts are taken into account and the Admin Fee will not be paid on MRCs or other charges which are not actually invoiced or paid.

The Admin Fee will be calculated each calendar quarter based on Eligible MRCs during the previous invoice cycle. Sprint will not include Corporate-Liable Active Unit MRCs of State Agencies and Eligible Entities that are in default for non-payment. If Sprint incorrectly pays Admin Fee to State, then Sprint shall be permitted to reduce any future Admin Fee payments by the incorrect amount. Sprint will not pay an Admin Fee to State if (1) the Participating Addendum has expired; or (2) the Participating Addendum has been terminated (before expiration) by either party.

A report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this Participating Addendum. Reports and fee delivery shall be due 30 calendar days after the end of each quarter in accordance with the following schedule.

Calendar Quarter 1	(JUL 1 to SEP 30)	Due OCT 31
Calendar Quarter 2	(OCT 1 to DEC 31)	Due JAN 31
Calendar Quarter 3	(JAN 1 to MAR 31)	Due APR 30
Calendar Quarter 4	(APR 1 to JUN 30)	Due JUL 31

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The Admin Fee check and report should be submitted to the following address:

Terry Munoz, Wireless Contract Administrator
Department of General Services
Procurement Division
Contract Management Unit 2
707 Third Street, 2nd Floor, West Sacramento, CA 95605-2811

k. **Corporate-Liable Service Discounts.** The Corporate-Liable service discount structure (the "Discount") available under the WSCA Price Agreement through the Participating Addendum is hereby revised to provide a Discount for Nextel National Network and/or the Nationwide Sprint Network services of 24% to the State Agencies and Eligible Entities, with a 1% Admin Fee paid back to the State. It may take up to 3 invoicing cycles after the Effective Date of this Participating Addendum to convert all pre-existing Corporate-Liable Active Units in order to start receiving the Discount. Sprint will use commercially reasonable efforts to convert pre-existing Corporate-Liable Active Units during the same billing cycle. Sprint will not issue credits for any difference in discounts on pre-existing Corporate-Liable Active Units before conversion to the new Discount level.

l. The primary state government contact for this Participating Addendum is as follows:

Department of General Services, Procurement Division
Multiple Award Program - WSCA
707 Third Street, 2nd Floor, MS # 202
West Sacramento, CA 95605

Contact: Terry Munoz
E-mail: terry.munoz@dgs.ca.gov
Phone: (916) 376-
Fax: (916) 375-XXXX

m. The primary Sprint contact for this Participating Addendum is as follows:

SPRINT SOLUTIONS, INC.

Address: 12502 Sunrise Valley Drive

Reston, VA 20196

Contact: Michaela Clairmonte

E-Mail: Michaela.Clairmonte@sprint.com

Phone: 703-433-8581

Fax: 866-515-0932

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n. Price Agreement Number:

The State of California Master Service Agreement number for this Participating Addendum is 7-10-70-15. The Master Service Agreement Number MUST be shown on all Purchase Orders issued against this Participating Addendum.

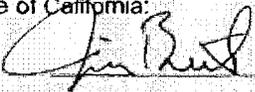
This Participating Addendum and the WSCA Price Agreement together with its attachment, exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the WSCA Price Agreement, together with its attachments, exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the WSCA Price Agreement and its attachments, exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Price WSCA Agreement and its attachments, exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

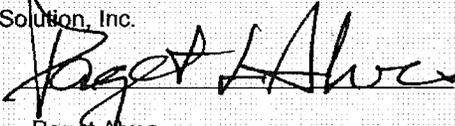
o. Effective Dates:

This Participating Addendum shall be effective upon approval by the Department of General Services ("Effective Date") and will continue until the End Date of the WSCA Price Agreement. WSCA Price Agreement amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions this Participating Addendum.

By Signing below (Sprint) agrees to offer the same wireless products and services as on the WSCA Price Agreement at prices equal to that contract.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below

State of California:
By: 
Name: Jim Butler
Title: Deputy Director
Date: 9/30/10

Sprint Solution, Inc.
By: 
Name: Paget Alves
Title: President
Date: 9/29/10

Sprint — Approved as to Legal Form
KAC — 29 Sept 2010

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EXHIBIT A

REQUIRED WIRELESS REPORTING ELEMENTS

The following reports are required to be submitted by the contractor and shall reflect State and local governmental agencies usage (Eligible Entities) and purchases under the contract for the respective month. Reports must contain at a minimum, but not limited to, the data elements identified within each report below.

1. Overall Service Usage Report:

Overall Service Usage Report	
Required Fields	
Billing Account Name	Data: Date Feature Plan ID
Billing Account Number	Data: Monthly List Access Price
Pool Account #	Data: Monthly Discounted/Actual Access Price
Sub Account #	Data: Plan Limit (Kilobytes)
Agency Bill Code	Data: Kilobytes of Use
Report Periods (MM/YYYY)	Data: Kilobytes of Overage
Current Plan Activation Date	Data: Overage Charge
Billing Cycle End Date	ESN
Contract #	Month of Suspended Service: yes/no
Unique Plan Identifier	Surcharge Amount
Plan Name	Tax Amount
Plan Description	Promotion Amount
Unique User Identifier	Promotion Description
Voice: Monthly List Access Price	Total Dollar Amount of Subscription Credit Applied
Voice: Monthly Discounted/Actual Access Price	Additional Fees
Voice: Allowable Plan MOU- Monthly allotted anytime minutes	Total Adjustments
Voice: Plan MOU	Total Monthly Charge
Voice: Non-Plan MOU – Night/Weekend	State/Local
Voice: Non-Plan MOU – Mobile-Mobile Minutes	
Voice: Overage MOU	
Voice: Overage Charge (Total \$)	
Voice: Roaming MOU	
Voice: Roaming Charge	
Voice: Long Distance Minutes	
Voice: Long Distance Amount	
Voice: International Minutes of Use	
Voice: International Minutes Amount	
Walkie Talkie: Monthly List Access Price	
Walkie Talkie: Monthly Discounted/Actual Access Price	
Walkie Talkie: Allowable Plan MOU	
Walkie Talkie: Plan MOU	
Walkie Talkie: Overage MOU	
Walkie Talkie: Overage Charge (Total \$)	
Text Messages: Allowable Number in Plan	
Text Messages: Number used in Plan	
Text Messages: Number used out of Plan/Overage	

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Text Messages: Monthly Charge	
Text Messages: Overage Charge	

2.) Overall Equipment Sales Report

Overall Equipment Sales Report
Required Fields
Billing Account Name
Billing Account Number
Agency Billing Code
Contractor Name
Manufacturer
Model Description
Agency Purchase Order Number
Order Date
Order Number
Method of Order Submission
Person Placing Order/Designated Order Contact
Catalog ID
Catalog Version
Manufacturer Model Identifier
Contractor Model Identifier
Published List Price
Price Billed
Included Free Phone- yes/no
Purchased at the State discount: yes/no
Purchased with Cal-Card: yes/no
Quantity or ESN per phone
State/Local

3. Voice & Combo Service Usage Report

Voice & Combo Service Usage Report	
Required Fields	
Agency	Pay Per Use Charges
Cost Center	Current Month Voice Related Service(including text messages) Charges
Pool Account	Total Charge
Sub Account	Dollar Amount of Subscription Credits Applied
Contract Number	Adjustments
Subscriber Name	State/Local
Agency Order Number	
Plan Details	
Included Anytime Minutes	
Additional Anytime Minutes	
Total Anytime Minutes	
Overage Details	
Roaming Details	
Group Calling Details	

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Total Billed MOU	
Total Unbilled MOU	
Current Billing Cycle Total MOU	
Text Messaging Details	
Non-Usage Related Charges	

4. Data Service Usage Report

Data Service Usage Report
Required Fields
Month/Year (MM/YYYY)
Contract #'s
Pool Account #
Sub Account #
User Name
Plan Name
Plan Cost
Included Bytes
Bytes Used
Overage Costs
Non-Usage Related Fees
Current Month Data Related Service Charges
Previous Month Data Related Service Charges
Total Charge
Adjustments, Credits
State/Local

5. Format of DGS Contract Administrator Reports. The reports provided to the DGS Contract Administrator shall reflect all usage (State departments and local governmental agencies) and purchases under the contract for the respective month. All reports shall be provided in electronic format compatible with Microsoft Excel and Access 97.

6. Format of Agency Reporting Requirements, Format of Agency Reports. The Contractor shall submit the following management report to the DGS Contract Administrator and to each ATR as requested. The reports shall reflect the Agency's usage (State departments and local governmental agencies) under the contract for the respective month. All reports shall be provided in electronic format available by email, CD, FTP, etc. and compatible with Microsoft Excel and Access 97, with hardcopies available upon request at no extra charge. All reporting requests by DGS will go through the DGS Contract Administrator.

7. Custom Reports. The Contractor may provide custom reports as requested by the DGS Contract Administrator or the ATR. All reporting requests by DGS will go through the DGS Contract Administrator.